On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is http://www.gsaadvantage.gov

SCHEDULE TITLE:  Multiple Award Schedule – Information Technology Category

CONTRACT NUMBER:  47QTCA21D009A

CONTRACT PERIOD:  05/11/2021 - 05/10/2026

For more information on ordering from Federal Supply go to this website:  www.gsa.gov/schedules

CONTRACTOR:
Spectrum Center, Inc.
1451 Dolley Madison Blvd Suite 320
McLean, VA 22101-3847
Phone: 703-848-4751

CONTRACTOR’S ADMINISTRATION SOURCE:
Pierre Missud - President
1451 Dolley Madison Blvd Suite 320
McLean, VA 22101-3847
Phone: 703-848-4750
Fax number: 703-848-4752
E-Mail: pmissud@spectrum.center

BUSINESS SIZE:  Small Business
CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

<table>
<thead>
<tr>
<th>SIN</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>SOFTWARE LICENSES</td>
</tr>
<tr>
<td>54151</td>
<td>SOFTWARE MAINTENANCE SERVICES</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES</td>
</tr>
<tr>
<td>611420</td>
<td>INFORMATION TECHNOLOGY TRAINING</td>
</tr>
</tbody>
</table>

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

<table>
<thead>
<tr>
<th>SIN</th>
<th>Product</th>
<th>GSA Price w/IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Spectrum E Advanced License</td>
<td>$17,171.79</td>
</tr>
<tr>
<td>54151</td>
<td>Spectrum E Advanced 1 Month</td>
<td>$286.20</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>Maintenance Renewal</td>
<td>$5,628.21</td>
</tr>
<tr>
<td>611420</td>
<td>Training on Spectrum E</td>
<td>$1,148.61</td>
</tr>
</tbody>
</table>

1c. HOURLY RATES (Services only):

See page 4

2. MAXIMUM ORDER*: $500,000

NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: $100
4. **GEOGRAPHIC COVERAGE:** Worldwide

5. **POINT(S) OF PRODUCTION:** N/A

6. **DISCOUNT FROM LIST PRICES:** Basic discount of 5% from the awarded commercial price list or GSA Net Prices are shown on the attached GSA Pricelist. Negotiated discount has been applied and the IFF has been added.

For calculation of the GSA Schedule price see Page 1A.

7. **QUANTITY DISCOUNT(S):** 2-4 Licenses, 20% off, 5-10 Licenses 40%

8. **PROMPT PAYMENT TERMS:** None

9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. **FOREIGN ITEMS:** N/A

11a. **TIME OF DELIVERY:** Specified on the Task Order

11b. **EXPEDITED DELIVERY:** Contact Contractor

11c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact Contractor.

11d. **URGENT REQUIREMENTS:** Contact Contractor

12. **FOB POINT:** Destination

13a. **ORDERING ADDRESS:** Same as contractor

13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. **PAYMENT ADDRESS:** Same as contractor

15. **WARRANTY PROVISION:** Contractor’s standard commercial warranty.

16. **EXPORT PACKING CHARGES:** NA

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** Contact Contractor
18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for Electronic and Information Technology (EIT): N/A

25. DUNS NUMBER: 079279027

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.

GSA Price List

<table>
<thead>
<tr>
<th>SIN</th>
<th>Product Title</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Spectrum E Unlimited License</td>
<td>Spectrum-E Unlimited + 1 years of maintenance</td>
<td>$28,657.93</td>
</tr>
<tr>
<td>511210</td>
<td>Spectrum E Advanced License</td>
<td>Spectrum-E Advanced + 1 years of maintenance</td>
<td>$17,171.79</td>
</tr>
<tr>
<td>S4151ECOM</td>
<td>Spectrum E Advanced 1 Year</td>
<td>One Year Subscription to Spectrum E Advanced</td>
<td>$3,434.36</td>
</tr>
<tr>
<td>S4151ECOM</td>
<td>Spectrum E Unlimited 1 Year</td>
<td>One year subscription to Spectrum-E Unlimited</td>
<td>$5,731.59</td>
</tr>
<tr>
<td>S4151ECOM</td>
<td>Spectrum E Advanced 1 Month</td>
<td>One month subscription to Spectrum-E Advanced</td>
<td>$286.20</td>
</tr>
<tr>
<td>S4151ECOM</td>
<td>Spectrum E Unlimited 1 Month</td>
<td>One month subscription to Spectrum-E Unlimited</td>
<td>$477.63</td>
</tr>
<tr>
<td>Maintenance Renewal</td>
<td>Maintenance Renewal Spectrum-E: Maintenance renewal for one (1) perpetual licenses of Spectrum-E</td>
<td>$5,628.21</td>
<td></td>
</tr>
</tbody>
</table>
Maintenance services include:
Hot-line technical support services (e-mail, phone, webinar, chat-line).
On-line Getting Started Webinar Session.
Bug-fixes.
Access to the latest software releases and documentation through https://spectrum.center.

Training on Spectrum E:
Customizable length if need be. Additional participants incur additional fee.

$1,148.61/day

TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210)

511210 includes both term and perpetual software licenses and maintenance. Includes operating system software, application software, EDI translation and mapping software, enabled email message based applications, Internet software, database management applications, and other software.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code: 7A21
Maximum Order: $500,000

<table>
<thead>
<tr>
<th>NAICS Number</th>
<th>Description</th>
<th>Business Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Software Publishers</td>
<td>$41.5 million</td>
</tr>
</tbody>
</table>

Instructions:
Additional SIN Description: Term Licenses. The word "Term" is defined in this Solicitation as "a limited period of time". Term Software Licenses have a limited duration and are not owned in perpetuity. Unless Offerors provide an option for converting Term licenses into perpetual licenses, users lose the right to use these licenses upon the end of the term period. This SIN is NOT Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS) as defined in SIN 518210C - Cloud and Cloud-Related IT Professional Services. Term Software Licenses are distinct from Electronic Commerce and Subscription Services (SIN 54151ECOM).

Perpetual Licenses The word "perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time".

Software maintenance as a product includes the publishing of bug/defect fixes via patches and
updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, online help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self diagnostics.

Software Maintenance as a product is billed at the time of purchase.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services under SIN 54151 Software Maintenance Services.

1.) Specific Instructions for SIN 511210 - Software Licenses

a.) Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item’s interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

b.) The words “term software” or “perpetual software” shall be the first word in the product title/name for: 1) the price proposal template and 2) the SIP file for GSA Advantage. The word “term software” or “perpetual software” shall be the first word in the product title/name for the GSA Pricelist pricing charts (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). The words “term software” or “perpetual software” shall be in each product title in any response to a customer Request for Quote (RFQ) or Request for Information (RFI).

c.) Contractors are encouraged to offer SIN 54151 Software Maintenance Services in conjunction with SIN 511210 - Software Licenses.

d.) Conversion From Term License To Perpetual License

i.) When standard commercial practice offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.

ii.) When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.

iii.) The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

iv.) When conversion from term licenses to perpetual licenses is offered, the price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an
amount equal to a percentage of all term license payments during the period that the software was under a term license within the ordering activity.

e.) Term License Cessation

i.) After a software product has been on a continuous term license for a period of ______ (Fill-in the period of time.) months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited. Contractors who do not commercially offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.

ii.) Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.

iii.) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).

iv.) The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of SIN 54151 - Software Maintenance Services, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

f.) Utilization Limitations for Perpetual Licenses

i.) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)

1.) Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770- 2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document “NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags,” December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.

2.) Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance
government-wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

ii.) Reallocation of Perpetual Software (Option 2 Perpetual License)

1.) The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.

2.) When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.

3.) Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.

4.) The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor’s intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.

5.) As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

6.) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.
7.) When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.

8.) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be ______ percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

9.) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016).

g.) Software Conversions: Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

TERMS AND CONDITIONS APPLICABLE TO SOFTWARE MAINTENANCE SERVICES (SPECIAL ITEM NUMBER 54151)

54151 Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DA01
Maximum Order : $500,000

<table>
<thead>
<tr>
<th>NAICS</th>
<th>Description</th>
<th>Business Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>541511</td>
<td>Custom Computer Programming Services</td>
<td>$30 million</td>
</tr>
<tr>
<td>541512</td>
<td>Computer Systems Design Services</td>
<td>$30 million</td>
</tr>
</tbody>
</table>
Instructions:
Additional SIN Description: Software maintenance services are billed in arrears in accordance with 31 U.S.C. 3324.

1. Specific Instructions for SIN 54151 - Software Maintenance Services

N/A
47QSMD20R0001 Refresh: 0005 Category: F Information Technology
Page

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL ITEM NUMBER 54151ECOM)

54151ECOM Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes
Set Aside: No
FSC/PSC Code : DD01
Maximum Order : $500,000

**NAICS**

<table>
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<tr>
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<td>$30 million</td>
</tr>
<tr>
<td>541513</td>
<td>Computer Facilities Management Services</td>
<td>$30 million</td>
</tr>
<tr>
<td>541519</td>
<td>Other Computer Related Services</td>
<td>$30 million</td>
</tr>
<tr>
<td>811212</td>
<td>Computer and Office Machine Repair and Maintenance</td>
<td>$30 million</td>
</tr>
</tbody>
</table>

Instructions:

1. Specific Instructions for SIN 54151ECOM - Electronic Commerce and Subscription Services

a. Acceptance Testing: Acceptance testing shall be performed of the systems for ordering activity approval in accordance with the approved test procedures. Management and operations pricing shall be provided on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

b. Normal commercial installation, operation, maintenance, and engineering interface training on the system shall be provided. If there is a separate charge, it must be stated as an attachment to the GSA
Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).

c. Monthly summary report may be provided to the Ordering Activity in accordance with commercial practice.

2. If an electronic commerce service plan is offered the following must be stated as an attachment to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)):

a. Describe the electronic service plan and eligibility requirements;

b. Describe charges, if any, for additional usage guidelines; and

c. Describe corporate volume discounts and eligibility requirements, if any.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY TRAINING (SPECIAL ITEM NUMBER 611420)**

611420 Includes training on hardware, software, cloud, and other applicable systems. Personal services as defined in FAR 37.104 are prohibited.

**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code:** U012  
**Maximum Order:** $250,000  
**NAICS**

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Business Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>611420</td>
<td>Computer Training</td>
<td>$12 million</td>
</tr>
</tbody>
</table>

**Instructions:**

1) Specific Instructions for SIN 611420 - Computer Training

a) Prepaid training tokens, credits, etc., shall not be permitted on this SIN.

b) Offerors shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of the IT Category.

c) Cancellation and Rescheduling

i) The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
ii) In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

iii) The ordering activity reserves the right to substitute one student for another up to the first day of class.

iv) In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

d) Follow-Up Support

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

e) Format And Content Of Training

i) Offerors shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings, printed and copied two-sided on paper containing 30% postconsumer materials (fiber). Such documentation will become the property of the student upon completion of the training class.

ii) If applicable, for hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

iii) Offerors shall provide each student with a Certificate of Training at the completion of each training course.

iv) Offerors shall provide the following information for each training course offered:

A) course title,

B) a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

C) length of the course;

D) mandatory and desirable prerequisites for student enrollment;
E) minimum and maximum number of students per class;

F) locations where the course is offered;

G) class schedules; and

H) price (per student, per class (if applicable)).

v) For courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. The Industrial Funding Fee does NOT apply to travel and per diem charges.

vi) For Online Training Courses, a copy of all training material must be available for electronic download by the students.

f) “No Charge” Training

g) Offerors shall describe any training provided with equipment and/or software provided under this contract, free of charge as an attachment to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016).

h) If other than the manufacturer, submit proof of authorization to provide training course(s) for manufacturer’s software and/or hardware products.