General Services Administration
Federal Supply Services

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through G.S.A. Advantage! ®, a menu-driven database system. The INTERNET address G.S.A. Advantage! ® is: GSAAdvantage.gov.

Multiple Award Schedule

F.S.C. Group: Information Technology

Contract Number: 47QTCA22D0045

Contract Period: February 3, 2022, through February 2, 2027

Assima, Inc.
3348 Peachtree Road NE
Ste 778
Atlanta, GA 30326-1067

Business size: Small Business

For more information on ordering from Federal Supply Schedules go to the G.S.A. Schedules page at GSA.gov.
CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

<table>
<thead>
<tr>
<th>S.I.N.</th>
<th>SIN Table</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Term Software Licenses</td>
</tr>
<tr>
<td>518210C</td>
<td>Cloud &amp; Cloud Related IT Professional Services</td>
</tr>
</tbody>
</table>

1b. Identification of the lowest priced license and service number and lowest unit price for that license and service for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price.

511210: See Pages: 4 and 5

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility, and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. See Page

2. Maximum Order:

<table>
<thead>
<tr>
<th>SINS</th>
<th>Maximum Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$500,000</td>
</tr>
<tr>
<td>518210C</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

3. Minimum Order: $500.00

4. Geographic coverage (delivery area). Domestic/Overseas, CONUS, OCONUS

5. Point(s) of production (city, county, and State or foreign country). Same as Contractor

6. Discount from list prices or statement of net price. Government Net Prices (discounts already deducted.)
7. Quantity discounts.
   a. When more than one application is purchased at the same time each additional application will receive an additional 2% discount.
   b. Orders equal to or greater than $500,000 receive an additional 5% discount.
   c. Multi-year comes with an additional 5% discount for three (3) year’s subscription term and twelve (12%) for a (5) year’s subscription term.
   d. Clients qualifying and preapproved for allowing Assima to document a Case Study (requires both interview with responsible executive and UX testimonial) will be offered an additional one-time discount of $15,000.

8. Prompt payment terms. 2% Net10/30

9. Foreign items (list items by country of origin). Not Applicable

10a. Time of delivery. 30 days

10b. Expedited Delivery. Items available for expedited delivery depending on the specific scope of the requirements are negotiated and individually priced based on a contract-by-contract basis. Contact the Contractor for rates.

10c. Overnight and 2-day delivery. Not Applicable

10d. Urgent Requirements. Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

11. F.O.B. point(s). Destination

12a. Ordering address(es). Same as contractor

12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (B.P.A.'s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es). Same as contractor

14. Warranty provision. Standard Commercial Terms & Conditions

15. Export packing charges, if applicable. Not Applicable
16. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable

17. Terms and conditions of installation (if applicable). Are contained under the provisions of the contract.

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable

18b. Terms and conditions for any other services (if applicable). Not Applicable

19. List of service and distribution points (if applicable). Not Applicable

20. List of participating dealers (if applicable). Not Applicable

21. Preventive maintenance (if applicable). Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (E.I.T.) supplies and services and show where full details can be found (e.g., contractor's website or other location.) The E.I.T. standards can be found at:

https://assimasolutions/industries/public-sector-government/

23. Unique Entity Identifier (U.E.I.) number: E2EMEYDLGL27

24. Notification regarding registration in System for Award Management (S.A.M.) database. Contractor registered and active in SAM
# PRICE LIST

TERM SOFTWARE IMPLEMENTATION, SETUP, AND TRAINING  
Assima offers Term software subscriptions of one, three, and five years.

<table>
<thead>
<tr>
<th>SIN</th>
<th>Part Number</th>
<th>Product Description</th>
<th>Unit of Measure</th>
<th>Annual Cost (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>TR2021-01</td>
<td>Train: Annual subscription (includes 3 Authors, 1 Application). Assima’s Train Cloud-based platform recreates screens as editable objects, without any risk to live systems. Increases the effectiveness and productivity training lessons development. Let’s you update training assets without re-recording, from a single application version.</td>
<td>Per Subscription, per year</td>
<td>$57,430.73</td>
</tr>
<tr>
<td>511210</td>
<td>TR2021-02</td>
<td>Train: Additional Author (price per author, per year). Assima’s Train Cloud-based platform recreates screens as editable objects, without any risk to live systems. Increases the effectiveness and productivity training lessons development. Let’s you update training assets without re-recording, from a single application version.</td>
<td>Per Author, per year</td>
<td>$9,571.79</td>
</tr>
<tr>
<td>511210</td>
<td>TR2021-03</td>
<td>Train: Additional Application (price per application, per year). Assima’s Train Cloud-based platform recreates screens as editable objects, without any risk to live systems. Increases the effectiveness and productivity training lessons development. Let’s you update training assets without re-recording, from a single application version.</td>
<td>Per Application, per year</td>
<td>$28,715.37</td>
</tr>
<tr>
<td>511210</td>
<td>DAP2021-01</td>
<td>DAP: Annual subscription (includes 1,000 Users, 1 Application). Assima Digital Adoption Platform (DAP) A cloud-based platform intelligent layer that sits on top of your enterprise software applications. Keeps users on top of changes and updates to software applications allowing their</td>
<td>Per Subscription, per year</td>
<td>$57,430.73</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Pricing Details</td>
<td>Price</td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>------------------------------------------------------------------------------</td>
<td>----------------------------------------</td>
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<td></td>
</tr>
<tr>
<td>511210</td>
<td>DAP: Additional Users (price per user, per year). Assima Digital Adoption Platform (DAP) A cloud-based platform intelligent layer that sits on top of your enterprise software applications. Keeps users on top of changes and updates to software applications allowing their skills in the process and procedures of the workflow.</td>
<td>Per-User, per year</td>
<td>$11.49</td>
<td></td>
</tr>
<tr>
<td>511210</td>
<td>DAP: Additional Application (price per application, per year). Assima Digital Adoption Platform (DAP) A cloud-based platform intelligent layer that sits on top of your enterprise software applications. Keeps users on top of changes and updates to software applications allowing their skills in the process and procedures of the workflow.</td>
<td>Per Application, per year</td>
<td>$47,858.94</td>
<td></td>
</tr>
</tbody>
</table>
### ASSIMA Government Solutions

**Job Title/PS001**: Cloud Consultant and/or Client Enablement & Trainer

**Minimum/General Experience**: Three (3) years minimum experience in Consulting with mid-level management on exclusively Cloud and Cloud Services and provides advice, assistance.

<table>
<thead>
<tr>
<th>SIN</th>
<th>Part Number</th>
<th>Product Description</th>
<th>Unit of Measure</th>
<th>Annual Cost (USD)</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>SET2021-01</td>
<td>Initial implementation, setup and training (for 1 product and 1 application). Provides the training, fundamentals and working knowledge that give a client the confidence in utilizing TRAIN &amp; DAP.</td>
<td>1x Cost</td>
<td>$33,501.26</td>
<td>for example, if customer buys only Train OR DAP</td>
</tr>
<tr>
<td>511210</td>
<td>SET2021-02</td>
<td>Initial implementation, setup and training for 2nd product. Provides the training, fundamentals and working knowledge that give a client the confidence in utilizing TRAIN &amp; DAP.</td>
<td>1x Cost</td>
<td>$14,357.68</td>
<td>Applicable if customer buys Train AND DAP</td>
</tr>
<tr>
<td>511210</td>
<td>SET2021-03</td>
<td>Additional Application - If subscribed to only 1 product. Provides the training, fundamentals and working knowledge that give a client the confidence in utilizing TRAIN &amp; DAP.</td>
<td>1x Cost per Application</td>
<td>$7,657.43</td>
<td>for example, if customer buys only Train OR DAP</td>
</tr>
<tr>
<td>511210</td>
<td>SET2021-04</td>
<td>Additional Application - If subscribed to both products. Provides the training, fundamentals and working knowledge that give a client the confidence in utilizing TRAIN &amp; DAP.</td>
<td>1x Cost per Application</td>
<td>$9,571.79</td>
<td>Applicable if customer buys Train AND DAP</td>
</tr>
</tbody>
</table>
and guidance on change management projects, employee training and learning & development efforts. Serves as the senior analyst. Assists in the creation of training material, mainly using Assima solutions. Qualifications: Significant high-level analytical or training support.

**Functional Responsibility:** Consults with mid-level management on exclusively Cloud and Cloud Services and provides advice, assistance and guidance on change management projects, employee training and learning & development efforts. Serves as the senior analyst. Assists in the creation of training material, mainly using Assima solutions. Qualifications: Significant high-level analytical or training support.

**Minimum Education:** Bachelor’s degree in related technical field & Minimum Three (3) years’ experience or Minimum of Six (6) years’ experience.

**Rate:** $219.90 per hour

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**Job Title/PS002: Cloud Project Manager**

**Minimum/General Experience:** Five (5) years minimum experience in Organizing, directing and coordinating planning, for Cloud and Cloud related services, and production of all employee training programs. Manages cost, schedule and quality of multiple projects. Meets with management personnel and Federal client agency representatives. Manages client relationships for teams of consultants and professionals assigned to projects and client-customer program. Formulates, recommends and reviews strategic plans and deliverable items and ensures conformance with standards. Assigns, schedules and reviews work of subordinate consultants. Manages quality inspection and quality assurance activities and oversees project evaluation process.

**Functional Responsibility:** Organizes, directs and coordinates planning, for Cloud and Cloud related services, and production of all employee training programs. Manages cost, schedule and quality of multiple projects. Meets with management personnel and Federal client agency representatives. Manages client relationships for teams of consultants and professionals assigned to projects and client-customer program. Formulates, recommends and reviews strategic plans and deliverable items and ensures conformance with standards. Assigns, schedules and reviews work of subordinate consultants. Manages quality inspection and quality assurance activities and oversees project evaluation process.

**Minimum Education:** Bachelor’s degree in related technical field & Minimum Five (5) years’ experience or Minimum of Twelve (12) years’ experience.

**Rate:** $244.33 per hour

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**Job Title/PS003: Cloud Technical Solutions Engineer**

**Minimum/General Experience:** Three (3) years minimum experience as a Senior expert with extensive, enterprise-wide knowledge and experience in cloud and cloud IT services in one or more designated functional and/or domain areas, mainly in change management and/or
learning & development. Provides insight and advice concerning strategic direction and applicability of up to date, industry standard solutions. Is responsible for providing high level vision to project manager or senior client leadership to influence objectives of complex efforts. The organizational sub-units, so that they align with the organization's core goals and strategic direction.

**Functional Responsibility:** Senior expert with extensive, enterprise-wide knowledge and experience in cloud and cloud IT services in one or more designated functional and/or domain areas, mainly in change management and/or learning & development. Provides insight and advice concerning strategic direction and applicability of up to date, industry standard solutions. Is responsible for providing high level vision to project manager or senior client leadership to influence objectives of complex efforts. The organizational sub-units, so that they align with the organization's core goals and strategic direction.

**Minimum Education:** Bachelor’s degree in related technical field & Minimum Three (3) years’ experience or Minimum of Ten (10) years’ experience.

**Rate:** $224.79 per hour

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**Job Title/PS004: Cloud Software Engineer**

**Minimum/General Experience:** Three (3) years of minimum experience as a Expert with extensive, enterprise-wide knowledge and experience in Cloud and Cloud IT services in one or more designated functional and/or domain areas, mainly in change management and/or learning & development. Provides insight and advice concerning strategic direction and applicability of up to date, industry standard solutions. Is responsible for providing high level vision to project manager or client leadership to influence objectives of complex efforts. The organizational sub-units, so that they align with the organization's core goals and strategic direction.

**Functional Responsibility:** Expert with extensive, enterprise-wide knowledge and experience in Cloud and Cloud IT services in one or more designated functional and/or domain areas, mainly in change management and/or learning & development. Provides insight and advice concerning strategic direction and applicability of up to date, industry standard solutions. Is responsible for providing high level vision to project manager or client leadership to influence objectives of complex efforts. The organizational sub-units, so that they align with the organization's core goals and strategic direction.

**Minimum Education:** Bachelor’s degree in Computer Science & Minimum Three (3) years’ experience or Minimum of Ten (10) years’ experience.

**Rate:** $244.33 per hour
**Service Contract Labor Standards:** The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (S.C.A.), is applicable to this contract as it applies to the entire Multiple Award Schedule (M.A.S.) and all services provided. While no specific labor categories have been identified as being subject to SCLS/SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CRF 541.300), this contract still maintains the provisions and protections for SCLS/SCA eligible labor categories. If and/or when the contractor adds SCLS/SCA labor categories to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS/SCA matrix identifying the G.S.A. labor category titles, the occupational code, SCLS/SCA labor category titles and the applicable W.D. number. Failure to do so may result in cancellation of the contract.

**Section III Terms and Conditions for all I.T. Contractors**

1) Organizational Conflicts Of Interest

   a) Definitions.
   "Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
   "Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor. An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

   b) To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508

2) Services Performed

   a) All services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.
   b) The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
   c) The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

3) Travel. Any Contractor travel required in the performance of services must comply with the Pub. L. 99-234 and FAR Part 31.205-46, as applicable, in effect on the date(s) the travel is performed.
Established Federal Government per diem rates will apply to all Contractor travel.

4) Warranty
   a) Unless otherwise specified in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
   b) The Contractor's commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (T.O.S.) agreements, if applicable.
   c) Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

<table>
<thead>
<tr>
<th>Regulation Number</th>
<th>Regulation Title/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.222-46</td>
<td>EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)</td>
</tr>
<tr>
<td>52.222-48</td>
<td>EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (MAY 2014)</td>
</tr>
<tr>
<td>52.223-19</td>
<td>COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)</td>
</tr>
<tr>
<td>52.223-2</td>
<td>AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)</td>
</tr>
<tr>
<td>52.229-1</td>
<td>STATE AND LOCAL TAXES (APR 1984)</td>
</tr>
<tr>
<td>52.222-62</td>
<td>PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)</td>
</tr>
<tr>
<td>52.223-13</td>
<td>ACQUISITION OF EPEAT - REGISTERED IMAGING EQUIPMENT (JUN 2014)</td>
</tr>
<tr>
<td>52.223-14</td>
<td>ACQUISITION OF EPEAT® - REGISTERED TELEVISIONS (JUN 2014)</td>
</tr>
<tr>
<td>52.223-16</td>
<td>ACQUISITION OF EPEAT® - REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)</td>
</tr>
<tr>
<td>552.238-115</td>
<td>SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (MAY 2019)</td>
</tr>
<tr>
<td>552.238-107</td>
<td>TRAFFIC RELEASE (SUPPLIES) (MAY 2019)</td>
</tr>
<tr>
<td>552.238-73</td>
<td>IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (MAY 2019)</td>
</tr>
<tr>
<td>552.238-86</td>
<td>DELIVERY SCHEDULE (MAY 2019)</td>
</tr>
<tr>
<td>552.238-89</td>
<td>DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)</td>
</tr>
<tr>
<td>552.238-90</td>
<td>CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)</td>
</tr>
<tr>
<td>552.238-91</td>
<td>MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)</td>
</tr>
<tr>
<td>552.238-92</td>
<td>VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)</td>
</tr>
<tr>
<td>552.238-93</td>
<td>ORDER ACKNOWLEDGMENT (MAY 2019)</td>
</tr>
<tr>
<td>552.238-94</td>
<td>ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)</td>
</tr>
</tbody>
</table>

**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 Computing 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 _NA______ (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 reallocatation 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, de-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 ___NA____ 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.