



**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/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 is available through *GSA Advantage!*, a menu-driven database system. The INTERNET address for *GSA Advantage!* is <http://www.gsadvantage.gov>

**SCHEDULE TITLE: Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software, and Services**

**SIN 132-33 Perpetual Software Licenses**

FSC CLASS 7030 – Information Technology Software

**SIN 132-34 Maintenance of Software as a Product**

**SIN 132-50 Training Courses**

FPDS Code U012

**SIN 132-51 Information Technology Professional Services**

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D308 Programming Services

FPDS Code D311 IT Data Conversion Services

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov).

**WingSwept, LLC  
800 Benson Rd  
Garner, NC 27529  
(919) 779.0954  
(919) 882.8009 (FAX)**

[www.wingswept.com](http://www.wingswept.com)

**Administration Source: govtsales@wingswept.com**

**Contract Number: GS-35F-0218X  
Period Covered by Contract: 2/11/2016 through 2/10/2021**

General Services Administration  
Federal Acquisition Service

Pricelist current through Modification # PO-0023, dated September 1, 2016

Business Size: Small

**DUNS: 168166457**

CUSTOMER INFORMATION:

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

<u>SIN</u>	<u>DESCRIPTION</u>
132-33	Perpetual Software Licenses
132-34	Maintenance of Software as a Product
132-50	Training Courses
132-51	Information Technology Professional Services

1b. **DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICE FOR EACH SIN:**

(Government hourly rate to include IFF) \*\*see Page 16 pricing

2. **MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-34 - Maintenance of Software as a Product

Special Item Number 132-51 - Information Technology Professional Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

3. **MINIMUM ORDER:** The minimum dollar value of orders to be issued is \$250.00.

4. **GEOGRAPHIC COVERAGE:** Domestic, 48 States, Alaska, Hawaii, Puerto Rico, Washington DC, and US Territories.

5. **POINT(S) OF PRODUCTION:** 800 Benson Rd  
Garner, NC 27529

6. **DISCOUNT FROM LIST PRICES:** Net GSA pricing is listed in attached Price List. Basic discounts have been deducted.

7. **QUANTITY DISCOUNT(S):** None

8. **PROMPT PAYMENT TERMS:** Prompt Payment: .5% - 10 days from receipt of invoice or date of acceptance, whichever is later.

9a. **Government Purchase Cards are accepted at or below the micro-purchase threshold.**

9b. **Government Purchase Cards are accepted above the micro-purchase threshold.**

10. **FOREIGN ITEMS:** None.

**11a. TIME OF DELIVERY:**

SPECIAL ITEM NUMBER (SIN)	DELIVERY TIME (Days ARO)
SIN 132-33	5 Days
SIN 132-34	5 Days
SIN 132-50	60 Days
SIN 132-51	60 Days

**11b. EXPEDITED DELIVERY:** Expedited delivery is not offered under the contract, but may be negotiated by the Ordering Activity on a per-order basis.

**11c. OVERNIGHT AND 2-DAY DELIVERY:** Overnight and 2-day delivery are not offered under the contract, but may be negotiated by the Ordering Activity on a per-order basis.

**11d. URGENT REQUIRMENTS:** Customer are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

**12. FOB POINT:** DESTINATION.

**13a. ORDERING ADDRESS:**

WingSwept  
800 Benson Rd  
Garner, NC 27529  
Telephone: (919) 600-5102  
Fax: (919) 882-8009

**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:**

WingSwept  
800 Benson Rd  
Garner, NC 27529  
Telephone: (919) 600-5102  
Fax: (919) 882-8009

**15. WARRANTY PROVISION:** (see #2 & #3 under the below terms and condtions for SIN 132-33 and 132-34

**16. EXPORT PACKING CHARGES:** Not applicable.

**17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD**

**ACCEPTANCE:** Accepted below, at, and above the micro-purchase threshold.

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. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/) : **YES**
25. **DUNS NUMBER: 168166457**
26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM OF AWARD MANAGEMENT (SAM) DATABASE: Active**

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES  
(SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL  
ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION  
TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. GUARANTEE/WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial terms and conditions/ guarantee/warranty as stated below will apply to this contract.

**See Appendix A: CMTS License Agreement**

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. 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.

**3. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (919) 600.5102 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9 am to 4 pm (Eastern Time) Monday – Friday.

**4. SOFTWARE MAINTENANCE**

a. Software maintenance as it is defined: (select software maintenance type) :

  X   1. Software Maintenance as a Product (SIN 132-34)

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 are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

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

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2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service 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 as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

**5. PERIODS OF MAINTENANCE (SIN 132-34)**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

**6. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

- (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
- (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
- (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

## **7. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

## **8. RIGHT-TO-COPY PRICING**

The ordering activity shall not be granted a right to copy license under this schedule.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE  
(SPECIAL ITEM NUMBER 132-50)**

**1. SCOPE**

- a. The Contractor 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 this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity. The location of training shall be specified and agreed upon by the parties prior to the time of order.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

**3. TIME OF DELIVERY**

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

**4. CANCELLATION AND RESCHEDULING**

- a. 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.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. 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.

**5. FOLLOW-UP SUPPORT**

The Contractor agrees to provide to support through its Annual Maintenance and support offerings available under this schedule.

**6. PRICE FOR TRAINING**

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

**7. INVOICES AND PAYMENT**

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

**8. FORMAT AND CONTENT OF TRAINING**

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students which shall be provided by the Government for training held on-site at Government facilities.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course if requested by ordering activity.
- d. The Contractor shall provide the following information for each training course offered:
  - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - (2) The length of the course;
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
  - (5) The locations where the course is offered;
  - (6) Class schedules; and
  - (7) Price (per student, per class (if applicable)).
- e. For those 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. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

**9. "NO CHARGE" TRAINING**

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

"No Free of Charge Training Offered"

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

## **5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS --COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data - General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/IAM Professional Services.

## **9. INDEPENDENT CONTRACTOR**

All IT Professional 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.

## **10. 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.**

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
  - (1) The offeror;
  - (2) Subcontractors; and/or
  - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

**13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

**14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

**15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

## **DESCRIPTION OF SERVICES**

### **QuickStart Implementation (Applies only to ordering activities who purchase CMTS Product)**

This implementation allows our experienced staff to perform the install of the CMTS system with initial technical support to include software configuration. It includes providing consulting expertise to make sure you have an unquestionably smooth transition and implementation of your system that meets or exceeds your organizational needs from day one. This service is offered as a fixed price service to customers who have procured our CMTS product.

# DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

## LABOR CATEGORIES/DESCRIPTIONS

### 1. Principal Consultant (System Analyst-Sr Consultant)

**Minimum/General Experience:** Must have proven technical leadership on IT systems development through system design, testing, delivery and support phases. At least 7 Years experience in same.

**Functional Responsibility:** Senior technical advisor /project manager; Involved in all IT task orders issued against the contract in an oversight and advisory roll; Responsible for overall program management, architectural design, analysis, scheduling, and delivery of solutions to meet the client's expectations.

**Minimum Education:** Bachelor's Degree in Computer Science, Engineering, Business, or Information Technology (or equivalent industry experience)

### 2. Senior Consultant (Junior-System Analyst-Associate)

**Minimum/General Experience:** Must have proven project management leadership and technical subject matter expertise. At least 4 Years Experience in same.

**Functional Responsibility:** Senior project manager or an IT professional who acts as a project team, Subject Matter Expert. Directly manages the technical requirements and tools necessary to implement, develop, upgrade, and support assigned systems projects.

**Minimum Education:** Bachelor's Degree in Computer Science, Engineering, Business or Information Technology (or equivalent industry experience)

### 3. Staff Consultant (Systems Operator-Technician)

**Minimum/General Experience:** Must have a high level aptitude for learning and has a demonstrated ability to solve problems at the technology-trade, entry level.

**Functional Responsibility:** Provides day-to-day application programming/analysis, network analysis, and IT Analysis in systems engineering; Work ranges from simple, to medium complexity projects; Affects the daily reliability and utilization of assigned systems and applications.

**Minimum Education:** High School Diploma and some level of secondary education

**Professional Services Labor Rates - WingSwept Site**

<i>GSA LABOR CATEGORY</i>	<b>2/11/2016- 2/10/2017</b>	<b>2/11/2017- 2/10/2018</b>	<b>2/11/2018- 2/10/2019</b>	<b>2/11/2019- 2/10/2020</b>	<b>2/11/2021- 2/10/2022</b>
Principle Consultant (System Analyst-Sr Consultant)	<b>\$179.55</b>	<b>\$181.34</b>	<b>\$183.16</b>	<b>\$184.99</b>	<b>\$186.84</b>
Senior Consultant (Junior System Analyst- Associate)	<b>\$153.18</b>	<b>\$154.72</b>	<b>\$156.26</b>	<b>\$157.82</b>	<b>\$159.40</b>
Staff Consultant (Systems Operator – Technician)	<b>\$134.66</b>	<b>\$136.01</b>	<b>\$137.37</b>	<b>\$138.74</b>	<b>\$140.13</b>



**Base Perpetual License .....**

Offerings	Product IDs	GSA
Base Perpetual License (1-15 users)	CMTS LIC-15	\$18,365.78
Base Perpetual License (16-30 users)	CMTS LIC-30	\$23,131.78
Base Perpetual License (31-50 users)	CMTS LIC-50	\$29,152.02
Base Perpetual License (51-75 users)	CMTS LIC-75	\$37,513.44
Base Perpetual License (76-100 users)	CMTS LIC-100	\$44,202.58

For a one-time affordable investment, CMTS can be implemented as your last case management system. CMTS is steps ahead of the competition as an industry-specific product that is more affordable and more capable of customization for your organization’s workflow and future growth. The Base Perpetual License price represents the base cost of CMTS for a one-time perpetual license. It establishes user access to CMTS without any additional support. This license fee covers a set number of users for a single organization/install. The license fee also allows for up to one install for failover/COOP purposes.

**QuickStart Implementation .....**

Offerings	Product IDs	GSA
QuickStart Implementation (1-15 users)	CMTS QS-15	\$5,861.75
QuickStart Implementation (16-30 users)	CMTS QS-30	\$7,913.35
QuickStart Implementation (31-50 users)	CMTS QS-50	\$9,891.69
QuickStart Implementation (51-75 users)	CMTS QS-75	\$14,837.53
QuickStart Implementation (76-100 users)	CMTS QS-100	\$17,310.45

After the QuickStart Implementation, your organization will be fully equipped to begin managing cases in a more consistent, comprehensive and flexible manner. This implementation allows our experienced staff to perform the install of CMTS with initial technical support to include software configuration. It includes providing consulting expertise to make sure you have an unquestionably smooth transition and implementation of your system that meets or exceeds your organizational needs from day one.

*(Implementation time will depend upon the availability of your staff, but through the QuickStart Implementation process, CMTS has been configured, installed, and training completed in as little as three weeks.)*



## Training Support

Provides for hands on training for identified users of CMTS. We will ensure the users' thorough understanding of software functionality and applicable resources that support the system. Training can be done either by remote web-conferencing or by a single day, on-site event at your location.

Remote Web-Conf (2 X 4 hr Sessions).....**\$1,523.37**

On-site.....**\$3,060.97\***

*\*Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders place under the contract. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charged.*

## Annual Maintenance Support Agreement

Allows for system upgrades under future releases at a set fee, and on-going CMTS support beyond the initial installation and Go-Live date using an incident-call concept. If there are enough incident requests remaining, it is possible to trade in X number of incidents towards user requested product enhancements that may not be in our current roadmap.

Offerings	Product IDs	GSA
Annual Maintenance - 10 Incidents (1-15 users)	CMTS 10AMS-15	\$4,533.85
Annual Maintenance - 10 Incidents (16-30 users)	CMTS 10 AMS-30	\$6,868.88
Annual Maintenance - 10 Incidents (31-50 users)	CMTS 10 AMS-50	\$8,634.08
Annual Maintenance - 20 Incidents (1-15 users)	CMTS 20 AMS-15	\$6,506.25
Annual Maintenance - 20 Incidents (16-30 users)	CMTS 20 AMS-30	\$8,403.83
Annual Maintenance - 20 Incidents (31-50 users)	CMTS 20 AMS-50	\$10,552.76
Annual Maintenance - 20 Incidents 51-75 users)	CMTS 20 AMS-75	\$13,174.95
Annual Maintenance - 30 Incidents (1-15 users)	CMTS 30 AMS-15	\$7,906.34
Annual Maintenance - 30 Incidents (16-30 users)	CMTS 30 AMS-30	\$10,267.69
Annual Maintenance - 30 Incidents (31-50 users)	CMTS 30 AMS-50	\$12,882.59
Annual Maintenance - 30 Incidents (51-75 users)	CMTS 30 AMS-75	\$15,970.74
Annual Maintenance - 30 Incidents (76-100 users)	CMTS 30 AMS-100	\$18,720.86

## Technical Specifications

### Designed to be easily integrated into your system's architecture

As an information technology company, we understand the importance of seamless integration and top of the line data security. Our hope is by outlining the technical requirements of the most recent version of our Case Management & Tracking System (CMTS), you will appreciate its state-of-the-art technology and flexibility of design.

Please let us know if your current technology is not configured as listed below or if your IT department has further inquiries. We will be glad to provide valuable insight to ensure that everything is properly integrated. Take a look at our Cloud Hosting option as well, and let us know if it interests you.

#### **CMTS Technical Requirements:**

- The CMTS application will be running on Tomcat and developed in Java
- Java and Tomcat will be installed on the server
- Supported OS versions: Windows 2008 R2 Server, or Windows 2012 R2
- Supported MS SQL versions: MS SQL 2008, MS SQL 2008 Express, MSSQL 2014
- Supported versions of IE: last 2 versions of IE
- The system will require access to an email server

#### **Basic Hardware Recommendations:**

- Windows Server 2008 R2, or Windows Server 2012 R2. Dual core or better processor with 8GB RAM or better.
- Minimum of 2 GB for CMTS install. Although we typically recommend 50GB for storage, recommendations will depend on your expected growth and use of the system.

#### **Cloud Hosting:**

WingSwept's cloud hosting may be a smart alternative for your organization. It is ideal for those who:

- Prefer a standalone network for their case management system
- Have issues meeting or obtaining technical specifications
- Have no internal IT staff available
- Prefer the IT staff has no access to their case management system

# Appendix A: CMTS License Agreement

## LICENSE AGREEMENT

This License Agreement (“Agreement”) is dated as of (the “Effective Date”) and is made between WingSwept, LLC, with its principal place of business at 800 Benson Rd, Garner, NC 27529 (“WingSwept”) and You, an Ordering Activity, as defined in GSA Order ADM 4800.2G and as revised from time to time (“Licensee”).

## RECITALS

WHEREAS, WingSwept has developed certain computer software and is willing to grant a limited license to such software to Licensee on the terms and conditions herein;

NOW, THEREFORE, in exchange for and in consideration of the mutual promises, premises, and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WingSwept and Licensee hereby agree as follows:

## TERMS AND CONDITIONS

### 1. DEFINITIONS.

1.1 “Affiliate” means any legal entity that controls a party, is controlled by a party, or under common control with that party. For the purposes of this definition, and as otherwise provided in this Agreement with respect to a party, “control” means the direct or indirect ownership of fifty percent (50%) or more of the shares or interests that are entitled to vote for the directors of an entity or the equivalent, for as long as that entitlement shall subsist, or which exerts equivalent power over management of an entity.

1.2 “Intellectual Property Rights” means, collectively, worldwide patents, trade secrets, copyrights, trademarks, service marks, trade names, or moral rights, and all other intellectual property rights and proprietary rights, whether arising under the laws of the United States or any other state, country or jurisdiction, including all rights or causes of action for infringement or misappropriation of any of the foregoing.

1.3 “Licensed Software” means WingSwept’s proprietary software known as “Case Management & Tracking System” and all enhancements, modifications, and updates thereto (subject to Section 2.4).

1.4 “Territory” means the [World].

### 2. LICENSE.

2.1 License Grant. Subject to the terms and conditions of this Agreement, WingSwept grants Licensee, and Licensee accepts, a limited, personal, nonexclusive, nontransferable, nonassignable, perpetual (subject to Section 4.1) license to: (a) use the Licensed Software, in object code format, for

Customer's internal use only in the Territory; and (b) use the documentation provided by WingSwept to

Licensee under Section 2.5 (if any) in connection with the license grant set forth in Section 2.1(a).

**2.2 Copies.** The license granted above includes the right to copy the Licensed Software only as is necessary for archival purposes.

**2.3 Restrictions.** Except as expressly set forth in this Agreement, Licensee acknowledges and agrees that: (i) it shall have no right to use, reproduce, distribute, sublicense, modify, or otherwise provide to third parties, the Licensed Software, in whole or in part; (ii) it shall have no other rights in and to the Licensed Software other than those expressly licensed to Licensee under this Agreement;. (iii) it shall not directly or indirectly disassemble, decrypt, electronically scan, decompile, or otherwise reverse engineer in any manner or attempt to reverse engineer or, with respect to components of the Licensed Software not provided in source code format, derive source code from, all or any portion of the Licensed Software, or permit, assist or encourage any third party to do so.

**2.4 Updates.** The license granted above does not provide for any enhancements, modifications, or updates of the Licensed Software, which may, from time to time, be supplied to Licensee in WingSwept's sole discretion.

**2.5 Documentation.** WingSwept agrees to provide Licensee with a set of existing documentation for the Licensed Software, if any.

**2.6 Governmental Licensees.** The Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government users (a) only as Commercial Items and (b) with only those rights as are granted pursuant to the terms and conditions herein.

**2.7 Reserved Rights.** WingSwept and its suppliers reserve all rights not expressly granted to Licensee in this Agreement.

### **3. INTELLECTUAL PROPERTY RIGHTS.**

As between the parties, WingSwept or its supplies own all aspects of the Licensed Software and the documentation related thereto, including, but not limited to, all right, title, and interest in and to the Licensed Software and all Intellectual Property Rights in the Licensed Software. All rights granted by this Agreement to Licensee are by license as expressly provided in this Agreement and nothing herein shall constitute a transfer of ownership of WingSwept's Intellectual Property Rights to Licensee or to any third party.

### **4. REPRESENTATIONS; WARRANTIES; LIMITATION OF LIABILITY.**

**4.1 By WingSwept.** WingSwept represents and warrants that: (a) it is duly authorized, validly existing and in good standing under the laws of the jurisdiction in which it has been organized; (b) it and has full right, power, and authority to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights granted to Licensee under this Agreement; and (c) this Agreement has been executed by a duly authorized representative of WingSwept.

**4.2 By Licensee.** Licensee represents and warrants that: (a) Licensee is duly authorized, validly existing and in good standing under the laws of the jurisdiction in which it has been organized; (b) Licensee has full right, power, and authority to enter into this Agreement, to carry out its obligations under this Agreement; and (c) this Agreement has been executed by a duly authorized representative of Licensee.

## **5. CONFIDENTIALITY.**

**5.1 Confidential Information.** For purposes of this Agreement, “Confidential Information” shall include confidential or proprietary information of a party, in any medium or form, that is not generally known to the public, including, without limitation, (a) documents and materials developed, owned, licensed, or under the control of a party, including all trade secrets, ideas, creations, improvements, technology, applications, and designs; (b) the terms and conditions of this Agreement; and (c) information regarding a party’s finances, marketing plans and business methods, including, without limitation, proposed products, product plans, product features, research, specifications, sales information, promotional plans discussed or disclosed in the course of performance of this Agreement.

**5.2 Limitations on Disclosure and Use.** Each party agrees to take all measures necessary, and in no event less than reasonable care, to maintain the Confidential Information of the other party as strictly confidential during the term of this Agreement and (a) with respect to Confidential Information other than trade secrets, for three (3) years thereafter and (b) with respect to trade secrets, for as long as that information shall retain the status of a trade secret under applicable law, and in no event less than three (3) years after the end of the term. Each party shall not disclose to third parties nor use the Confidential Information of the other party for any purpose other than in proper fulfillment of the purpose of this Agreement. Affiliates of Licensee shall not be deemed to be third parties for purposes of this Section 8.

**5.3 Exceptions.** Confidential Information shall not include information that: (a) shall have been in the public domain at the time of disclosure or shall later have become part of the public domain without breach of the confidentiality obligations under this Agreement; (b) shall rightfully be received by the receiving party from a third-party that shall have been in lawful possession of the Confidential Information and without breach of the confidentiality obligations under this Agreement or any other agreement; (c) shall have been in the possession of the receiving party prior to disclosure under this Agreement, as demonstrated by written records of the receiving party; or (d) shall at any time be independently developed by personnel of the receiving party having no access to the Confidential Information as demonstrated by written records of the receiving party. Confidential Information may be disclosed (i) to accountants, banks, financing sources, lawyers, parent companies and related parties under substantially equivalent confidentiality obligations; and (ii) to the extent the receiving party is required by law, a valid subpoena or court order or a governmental agency of competent jurisdiction to disclose that Confidential Information.

## **6. MISCELLANEOUS.**

**6.1 Notices.** All notices under this Agreement shall be in writing and shall be given by personal delivery, registered or certified mail, facsimile or overnight messenger service which regularly tracks its packages, at the address set forth below and shall be deemed effective upon actual receipt, provided that the sender retains some confirmation of receipt.

If to WingSwept

800 Benson Rd  
Garner, NC 27529  
Attn: Jay Strickland  
Facsimile: 919.882.8009

If to Licensee: Org: \_\_

Add:

Attn: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**6.2 No Agency, Partnership, or Joint Venture.** The relationship between Licensee and WingSwept shall be as independent contractors. Nothing contained in this Agreement shall be deemed to create any association, partnership, employment, joint venture or agency relationship between the parties. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.

**6.3 Assignment.** Licensee may not assign this Agreement or any portion thereof, to any third party unless WingSwept expressly consents to such assignment in writing. Except as provided by law, WingSwept will have the right to assign this Agreement and/or any portion thereof as WingSwept may deem appropriate. For the purposes of this Agreement, a merger, consolidation, or other corporate reorganization, or a transfer or sale of a controlling interest in a party's stock, or of all or substantially all of its assets shall be deemed to be an assignment. This Agreement will inure to the benefit of and be binding upon the parties, their successors, administrators, heirs, and permitted assigns.

**6.4 Waivers and Remedies.** No waiver of any right, remedy, default or breach of this Agreement by either party shall be deemed a waiver of any other right, remedy, default or breach. Unless expressly set forth to the contrary, either party's election of any remedies provided for in this Agreement shall not be exclusive of any other remedies, and all such remedies shall be deemed to be cumulative.

**6.5 Severability.** If at any time, any provision of this Agreement is or becomes illegal, invalid, or unenforceable, in any respect under the law of any jurisdiction in the Territory, the legality, validity, or enforceability of the remaining provisions shall in no way be affected or impaired.

**6.6 Survival.** Except as otherwise provided in this Agreement, the terms, provisions, covenants, representations, warranties and indemnities contained in this Agreement which by their nature, sense and context survive or are expressly intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied or by their nature expire, including, without limitation, Sections 1, and 3 through 9 (inclusive).

**6.7 Counterparts.** This Agreement may be executed in counterparts and by facsimile, and each counterpart shall constitute a valid, binding agreement upon full execution. This Agreement may also be deemed to be executed if included by reference in a government purchase order or contract signed by a properly authorized government official.

**6.8 Compliance With Laws.** In connection with its obligations hereunder, each party agrees to comply with all laws, rules, regulations, orders, decrees, judgments and other governmental acts of the United States of America, and of the Territory in which the Licensed Software may be licensed, and their political subdivisions, agencies and instrumentalities, that may be applicable to a party, its activities hereunder, or to the Licensed Software.