GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Pricelist

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 GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is GSAAdvantage.gov.

MULTIPLE AWARD SCHEDULE
FSC Codes: 7030, 0000, 3690, S206, 7230
Schedule Contract Number
GS-35F-250GA

For more information on ordering from Federal Supply Schedules, click on the FSS Schedule button at fss.gsa.gov

Contract Period: February 21, 2017 through February 20, 2027

Pricelist current through: PS-0033 Effective 09/15/2022

S and R Investments of VA LLC
14755 NW 11th Place
Newberry, FL 32669
727-453-2555 (telephone)
888-600-5226 (facsimile)
www.sandrinvestments.com

Contractor Point of Contact for Contract Administration
John Halinski
President
S and R Investments of VA LLC
14755 NW 11th Place
Newberry, FL 32669
727-453-2555 (telephone)
888-600-5226 (facsimile)
jwhalinski@hotmail.com

A Service-disabled Veteran-owned Small Business
CUSTOMER INFORMATION

1a. Table of Awarded Special Item Numbers:

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Software Licenses</td>
</tr>
<tr>
<td>OLM</td>
<td>Order-Level Materials (OLM)</td>
</tr>
<tr>
<td>334519</td>
<td>Bomb and Hazardous Material Disposal; Metal and Bomb Detection</td>
</tr>
<tr>
<td>561612</td>
<td>Protective Service Occupations</td>
</tr>
<tr>
<td>333415HVAC</td>
<td>Heating, Ventilation, and Air Conditioning (HVAC)</td>
</tr>
<tr>
<td>334290</td>
<td>Security and Detection Systems</td>
</tr>
</tbody>
</table>

1b. Identification of lowest priced model number and corresponding price for each awarded Special Item Number:

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Part Number</th>
<th>GSA Price with IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>BeST Software</td>
<td>$58,639.80</td>
</tr>
<tr>
<td>334519</td>
<td>Detect 1000 Training Emulator</td>
<td>$11,727.96</td>
</tr>
<tr>
<td>561612</td>
<td>Security Consultant</td>
<td>$195.47 per hour</td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Pro 200 Replacement Cell</td>
<td>$61.28</td>
</tr>
<tr>
<td>334290</td>
<td>GEOFOB</td>
<td>$68.41</td>
</tr>
</tbody>
</table>

1c. Hourly Rates: Protective Service Occupations

Executive Security Consultant

Minimum/General Experience: 12 years of relevant experience

Functional Responsibility: Progressive experience in leading and providing technical direction of Strategic business projects related to various security measures. Demonstrated ability to provide guidance and direction for multiple projects or sub-tasks and in designing, implementing and managing security systems and programs. Capability to manage multitask projects of high complexity, and must have demonstrated experience in managing all key project areas. Provides primary interface with client personnel regarding strategic issues and on project specific issues. Directs the completion of projects within estimated time frames and budget constraints. Coordinates all parties to tasks, review work products for completeness and adherence to client requirements. Experience includes demonstrated exceptional written and oral communication skills, including white papers and formal presentations. Delivers presentations and leads client meetings. Demonstrated ability to work independently. Holds requisite certifications relevant to the project at hand.

Minimum Education: Master's Degree

<table>
<thead>
<tr>
<th>Approved Substitution</th>
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</thead>
<tbody>
<tr>
<td>Education</td>
</tr>
<tr>
<td>Bachelor’s degree</td>
</tr>
</tbody>
</table>

Senior Security Consultant

Minimum/General Experience: 8 years of relevant experience

Functional Responsibility: Coordinates business analyses and studies, needs assessments, requirements analysis/ definition, and cost/benefit analyses in an effort to align business systems, solutions, and initiatives against relevant security goals. Provides expert analytical support to solve complex business analysis. Prepares forecasts and analyzes trends, reporting regulations, and business
conditions. Develops and analyzes metrics, performance measurements, requirements, reports, and recommendations related to management, organizational structure, security policy/procedures, and business systems. Identifies potential risks and mitigations tactics. Areas of focus include, but are not limited to business performance, business and economic case analysis, security measures, internal control, and risk assessment.

**Minimum Education:** Master’s Degree

<table>
<thead>
<tr>
<th>Approved Substitution</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Education</strong></td>
</tr>
<tr>
<td>Bachelor’s degree</td>
</tr>
</tbody>
</table>

**Security Consultant**

**Minimum/General Experience:** 6 years of relevant experience

**Functional Responsibility:** Defines project objectives and strategic direction. Develops solutions, recommendations, or outcomes across multiple regarding complex security solutions. Provides support to leadership and higher tier consultants to deliver client outcomes.

**Minimum Education:** Bachelor’s Degree

<table>
<thead>
<tr>
<th>Approved Substitution</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Education</strong></td>
</tr>
<tr>
<td>Master’s degree</td>
</tr>
</tbody>
</table>

2. **Maximum Order:**

- Special Item Number 511210: $500,000
- Special Item Number OLM: $250,000
- Special Item Number 334519: $250,000
- Special Item Number 561612: $250,000
- Special Item Number 33415HVAC: $250,000
- Special Item Number 334290: $250,000

3. **Minimum Order:** $100

4. **Geographic Coverage:** Worldwide

5. **Points of Production:**
   - Lotan Group International, LTD Levinstein Tower
     23 Menahem Begin Street Tel-Aviv, 66813
     Israel
   - Elementus
     750 Lexington Ave.
     New York NY 10022 USA
   - Integrated Defense & Security Solutions, Inc.
     85 Swanson Road
     Suite 110
     Boxborough MA 01719 USA
   - Tek84 Inc.
     13495 Gregg St
     Poway, CA, 92064-7135
CASPR Group Inc.
2920 Telecom Parkway #100
Richardson, TX, 75082

Metrasens Ltd.
Unit 8 Beauchamp Business Centre
Sparrowhawk Close,
Malvern WR4 1GL
United Kingdom

Databuoy Corporation
7950 Jones Branch Dr Suite 800
McLean, VA 22102

6. **Discount from List Price or Statement of Net Price:**
The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. **Quantity Discount:**
For BeST Strategic Software: 0.5% for purchase of 4-6 units in single order
1.0% for purchase of 7+ units in a single order

8. **Prompt Payment Terms:** Net 30 Days

Information for Ordering Offices: Prompt Payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. **Foreign Item:** Israel – BeST Software.

10a. **Time of Delivery:**
Thirty days After Receipt of Order or Negotiated at the Task Order Level with the Ordering Activity.

10b. **Expedited Delivery:** Please contact the Contractor for availability and rates.

10c. **Overnight and 2-day Delivery:** Please contact the Contractor for availability and rates.

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:** Destination

12a. **Ordering Address:** John Halinski
President
S and R Investments of VA LLL
14755 NW 11th Place
Newberry, FL 32669
727-453-2555 (telephone)
888-600-5226 (facsimile)
12b. **Ordering Procedures:**

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

13. **Payment Address:** John Halinski  
President  
S and R Investments of VA LLC  
14755 NW 11th Place  
Newberry, FL 32669  
727-453-2555 (telephone)  
888-600-5226 (facsimile)  
jwhalinski@hotmail.com

14. **Warranty Provision:** Manufacturer’s Standard Commercial Terms

15. **Export Packing Charges:** Not Applicable

16. **Terms and conditions of Rental, Maintenance, and Repair:** Not Applicable

17. **Terms and Conditions of Installation:** Not Applicable

18a. **Terms and conditions of Repair Parts indicating date of parts price lists and any discounts from list prices:**

   Not Applicable

18b. **Terms and Conditions for any other Services:** Not Applicable

19. **List of Service and Distribution Points:** Not Applicable

20. **List of Participating Dealers:** None

21. **Preventative Maintenance:** None

22a. **Special Attributes such as Environmental Attributes (E.G., Recycled Content, Energy Efficiency, and/or Reduced Pollutants):**

   Not Applicable

22b. **Section 508 Compliance Information:**

Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT). The EIT standard can be found at: http://www.Section508.gov/

23. **Unique Entity Identifier (UEI) Number:** E7BNWJMASLF5

24. **Notification regarding registration in System for Award Management (SAM) database:**

Contractor has a current registration in SAM.
## APPROVED SCHEDULE CONTRACT PRICING

<table>
<thead>
<tr>
<th>SIN</th>
<th>Product Name</th>
<th>Description</th>
<th>GSA Rate w/IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>BeST Software</td>
<td>Annual subscription and unlimited use</td>
<td>$58,639.80</td>
</tr>
<tr>
<td>511210</td>
<td>Elementus Blockchain Analytics Suite</td>
<td>Annual Subscription, per user. The Elementus Blockchain Analytics Suite is a collection of software applications that allow regulators and law enforcement to monitor and investigate economic activity in Bitcoin, Ethereum and other cryptocurrencies in real time. Surface scams, hacks, darknet markets, and other illicit on-chain activity. Follow the flow of outgoing funds to their destination or trace incoming funds back to their original source.</td>
<td>$68,413.10</td>
</tr>
<tr>
<td>511210</td>
<td>Elementus Flux</td>
<td>Elementus Flux Perpetual License: An analytic tool that integrates with existing systems to identify, analyze and monitor cryptocurrency. No additional user licenses required. Priced per service tier, which includes: Memory required to store the data Compute: input/output processing power required to index, retrieve, and return the queries Bandwidth for running and hosting the virtual environment Operations and Maintenance</td>
<td>$293,198.99</td>
</tr>
<tr>
<td>334519</td>
<td>Detect 1000 Advanced Security Baggage Scanner, Base Model with Metering and High Speed Conveyors</td>
<td>DETECT™ 1000’s Dual Energy CT design provides submillimeter resolution, superior x-ray information to provide clear fully rotatable 3D images for better and faster identification of threats with the capacity to address tomorrow’s threats without the need for costly hardware upgrades. Our current technology allows for expanding detection to weapons, narcotics and other threats today. Included in purchase: -Factory Acceptance Testing -Site Acceptance Testing -5 days of onsite support for installation and training</td>
<td>$464,231.74</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Detail</td>
<td>Cost</td>
</tr>
<tr>
<td>------------</td>
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</tr>
<tr>
<td>334519</td>
<td>Detect 1000 Training Emulator</td>
<td>The DETECT 1000 Emulator is stand-alone computer and monitor that runs the DETECT 1000 user interface software that allows the operators to train on identical software as the scanner. The software allows identical image manipulation tools that allow operators to rotate, zoom, and slice through the scanned objects. DICOS image files from the DETECT 1000 scanner are loaded on the emulator so operators work with real images from the scanner and its algorithms results to enhance operator training.</td>
<td>$11,727.96</td>
</tr>
<tr>
<td>334519</td>
<td>Service Contract - DETECT 1000</td>
<td>Annual Service contract, 8x5 onsite support and replacement parts.</td>
<td>$43,979.85</td>
</tr>
<tr>
<td>334519</td>
<td>Tek84 Intercept</td>
<td>Full Body X-Ray Transmission Security Inspection System</td>
<td>$190,579.35</td>
</tr>
<tr>
<td>334519</td>
<td>Tek84 Defender</td>
<td>Full Body Dual Technology X-Ray Security Inspection System</td>
<td>$200,352.64</td>
</tr>
<tr>
<td>334519</td>
<td>Tek84 Traveler</td>
<td>Mobile Full Body Dual Technology X-Ray Security Inspection System</td>
<td>$244,283.63</td>
</tr>
<tr>
<td>334519</td>
<td>Metrasens Ultra with Xact ID™ System (USA) - Silver + Base</td>
<td>Contraband, weapon, and threat detection system. Silver Color Plus Base</td>
<td>$18,564.38</td>
</tr>
<tr>
<td>334519</td>
<td>Metrasens Ultra with Xact ID™ System (USA) - White + Base</td>
<td>Contraband, weapon, and threat detection system. White Color Plus Base</td>
<td>$18,564.38</td>
</tr>
<tr>
<td>334519</td>
<td>CELLSENSE® PLUS</td>
<td>Contraband, weapon, and threat detection system</td>
<td>$13,970.93</td>
</tr>
<tr>
<td>Model</td>
<td>Description</td>
<td>Price</td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>-----------------------------------------------------------------------------</td>
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<td></td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Pro 200 Continuous Industrial Grade Induct Air and Surface Disinfection Technology (Treats up to 200 square feet)</td>
<td>$708.56</td>
<td></td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Pro 200 Replacement Cell for the CASPR Pro 200</td>
<td>$61.28</td>
<td></td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Pro 400 Continuous Industrial Grade Induct Air and Surface Disinfection Technology (Treats up to 400 square feet)</td>
<td>$1,089.72</td>
<td></td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Pro 400 Replacement Cell for the CASPR Pro 400, 5&quot;</td>
<td>$152.66</td>
<td></td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Pro 1000 Continuous Industrial Grade Induct Air and Surface Disinfection Technology (Treats up to 1000 square feet)</td>
<td>$1,588.16</td>
<td></td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Pro 1000 Replacement Cell for the CASPR Pro 1000, 9&quot;</td>
<td>$179.54</td>
<td></td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Pro 2500 Continuous Industrial Grade Induct Air and Surface Disinfection Technology (Treats up to 2500 square feet)</td>
<td>$1,915.57</td>
<td></td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Pro 2500 Replacement Cell for the CASPR Pro 2500, 14&quot;</td>
<td>$183.84</td>
<td></td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Pro 5000 Continuous Industrial Grade Induct Air and Surface Disinfection Technology (Treats up to 5000 square feet)</td>
<td>$2,682.77</td>
<td></td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Pro 5000 Replacement Cell for the CASPR Pro 5000, 14&quot; x 2 Cells</td>
<td>$367.67</td>
<td></td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Compact + CASPR Compact Unit, Plug and Play, Air and Surface Disinfection Technology, no installation required, (Continuously treats up to 1500 square feet)</td>
<td>$1,637.03</td>
<td></td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Compact Replacement Cell for the CASPR Compact</td>
<td>$236.51</td>
<td></td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Details</td>
<td>Price</td>
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<tr>
<td>-----------------</td>
<td>--------------------------------------------------</td>
<td>------------------------------------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Medik 9&quot;</td>
<td>Continuous Medical Grade Air and Surface Induct Disinfection Technology (Treats up to 750 square feet)</td>
<td>$1,915.57</td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Medik 9&quot; Replacement Cell</td>
<td>Replacement Cell for the CASPR Medik 9&quot;</td>
<td>$246.19</td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Medik 14'</td>
<td>Continuous Medical Grade Air and Surface Induct Disinfection Technology (Treats up to 1250 square feet)</td>
<td>$2,736.52</td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Medik 14&quot; Replacement Cell</td>
<td>Replacement Cell for the CASPR Medik 14&quot;</td>
<td>$461.20</td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR BLU Tile Continuous Disinfection</td>
<td>This product is for applications where the building has 2X2 Ceiling Tiles. Product is placed removing one of the existing Tiles and connects to power outlet. Internal fan delivers the disinfection technology to the space. Treats up to 2500 square ft. Includes Shipping, installation sold separately.</td>
<td>$2,150.13</td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Blu Tile Replacement Cell</td>
<td>Replacement Cell for the CASPR Blu Tile, 14&quot;</td>
<td>$183.84</td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Transit Mobile</td>
<td>This product is for Buses, trains, EMS vehicles etc. And is connected to available power in the vehicle. Internal fan delivers the disinfection technology to the space. Each device treats up to 200 square ft. of vehicle space. Includes shipping, installation sold separately.</td>
<td>$1,560.80</td>
</tr>
<tr>
<td>333415HVAC</td>
<td>CASPR Transit Replacement Cell</td>
<td>Replacement Cell for the CASPR Transit, 5&quot;</td>
<td>$152.66</td>
</tr>
<tr>
<td>334290</td>
<td>Shotpoint Indoor Sensor</td>
<td>Shotpoint Indoor 4-channel Shotpoint sensor package with Ethernet / PoE power. Shipping, on-site system checkout, user training included.</td>
<td>$2,052.39</td>
</tr>
<tr>
<td>334290</td>
<td>Shotpoint Outdoor Sensor</td>
<td>Outdoor 4-channel Shotpoint outdoor sensor package with choice of Ethernet / PoE power module or A/C power and wireless comms. Shipping, on-site system checkout, user training included.</td>
<td>$2,702.32</td>
</tr>
<tr>
<td>---</td>
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<td>---</td>
</tr>
<tr>
<td>334290</td>
<td>Geofob</td>
<td>Mobile Panic Button</td>
<td>$68.41</td>
</tr>
<tr>
<td>334290</td>
<td>Geofob Wall Receiver</td>
<td>Geofob wall plug receiver with PoE daisy chain power module for enhanced RF localization. Shipping and on-site system checkout included.</td>
<td>$684.13</td>
</tr>
<tr>
<td>334290</td>
<td>3 Yrs Shotpoint Support</td>
<td>Shotpoint Support Agreement. Three (3) years annual warranty, software license, status monitoring, and customer video system integration support.</td>
<td>$366.50</td>
</tr>
<tr>
<td>334290</td>
<td>3 Yrs Geofob Support</td>
<td>Geofob Support Agreement. Three (3) years Geofob mobile panic button system and device warranty, software licensing, support, and Geofob device swap out.</td>
<td>$205.24</td>
</tr>
</tbody>
</table>

### Labor Category Rates

<table>
<thead>
<tr>
<th>Labor Category Title</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Security Consultant</td>
<td>$220.00</td>
</tr>
<tr>
<td>Senior Security Consultant</td>
<td>$210.00</td>
</tr>
<tr>
<td>Security Consultant</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

### INFORMATION TECHNOLOGY CATEGORY

**IT SOFTWARE SUBCATEGORY**

**SPECIAL ITEM NUMBER 511210**

**SOFTWARE LICENSES**

1) Technical Support: Without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number shall be available during specified hours.

   a) At the task or delivery order level, the technical support hotline number is 800-279-1455 and the hours of operation are 9:00 am through 5:00 pm Eastern, Monday through Friday.
2) Descriptions and Equipment Compatibility:

**BeST Strategic Software:** Be Strategic is a war gaming/table top exercise software designed to provide assistance in the development, planning, implementation and analytics associated with those exercises. BeST software is user friendly and contains tutorials and a user interface capability. The unique qualities about this software is its ability to provide the user with instantaneous analytics, clear messaging and the ability to frame exercises and maintain information while developing after action reporting. BeST can save the user almost 40% in manpower efficiencies and provide an immediate metric capability. BeST software can be purchased through a license or as a single game. Costs include software, training, installation, maintenance and support.

**Elementus:** An enterprise blockchain analytics platform for institutional asset managers, financial service organizations, and government agencies. To do so, Elementus built a set of tools that will allow systematic, comprehensive and immediate visibility of the blockchains’ activity.

- Access to the transactions broadcasted to the blockchains
- Most extensive attribution of entities to the pseudo-anonymous accounts.
- Single point of contact for multiple crypto-assets (for example, BTC, ETH, ERC-20, stable-coins)

**Zensors License:** The Zensors AI-powered vision technology turns every camera into a software defined sensor by allowing you to ask questions in plain English and get meaningful metrics back in return. This allows you to create a smart airport without the need for any new hardware infrastructure. Available for purchase in bundles of 10 camera/device integrations.

3) Right-to-Copy Pricing: **Outside the scope of this contract.**

4) Utilization Limitations

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 shall be subject to the following:

i.) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

ii.) 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.
iii.) Except as provided 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.

iv.) The ordering activity shall have the right to use the software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user 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.

v.) “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.

vi.) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee’s data for a purpose that is not explicitly granted in
writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor’s possession in a format as may be designated at the time of request by Licensee.

vii.) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as “Derivative Works” of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

5) Conversion from Term License to Perpetual License

a) 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.

b) 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.

c) 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.

d) 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.

Conversion is outside the scope of this contract.

6) Term License Cessation

a) Term licenses are not eligible for conversion to a perpetual license at any time.

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

c) 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.

Cessation is outside the scope of this contract.
7) Utilization Limitations for Perpetual Licenses

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

   ii.) 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 reallocaton or transferability of perpetually licensed software.

b) Reallocation of Perpetual Software (Option 2 Perpetual License)
   i.) 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.

   ii.) When an ordering activity becomes aware that a reusable software asset maybe 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.

   iii.) 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.

   iv.) 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.

   v.) 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.

vi.) 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.

vii.) 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.

viii.) 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.

The software assets are not eligible for transfer.

8) 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.

MISCELLANEOUS CATEGORY
COMPLEMENTARY SINS SUBCATEGORY
SPECIAL ITEM NUMBER OLM
ORDER-LEVEL MATERIALS

The use of the Order Level Materials (OLM) SIN is limited to 59 OLM-eligible subcategories under the MAS program. Supplies and/or services provided utilizing OLM authority must be acquired in direct support of an individual task or delivery order that is placed under an OLM-eligible subcategory as identified below:

1) Apparel
2) Audio Visual Products
3) Audio Visual Services
4) Awards
5) Background Investigations
6) Business Administrative Services
7) Compensation and Benefits
8) Document Services
9) Electronic Commerce
10) Environmental Services
11) Facilities Maintenance and Repair
12) Facilities Services
13) Facilities Solutions
14) Financial Services
15) Fire/Rescue/Safety/Environmental Protection Equipment
16) Fitness Solutions
17) Flags
18) Flooring
19) Fuel Management
20) Furniture Services
21) Healthcare Furniture
22) Household, Dormitory & Quarters Furniture
23) Human Resources
24) Identity Protection Services
25) Industrial Products
26) Industrial Products and Services Maintenance and Repair
27) IT Hardware
28) IT Services
29) IT Software
30) IT Solutions
31) IT Training
32) Language Services
33) Legal Services
34) Logistical Services
35) Machinery and Components
36) Mail Management
37) Marine and Harbor
38) Marketing and Public Relations
39) Medical Equipment
40) Miscellaneous Furniture
41) Musical Instruments
42) Office Furniture
43) Office Management Maintenance and Repair
44) Office Services
45) Packaged Furniture.
46) Printing and Photographic Equipment
47) Protective Equipment
48) Records Management
49) Search and Navigation
50) Security Animals and Related Services
51) Security Services
52) Security Systems
53) Signs
54) Social Services
55) Structures
56) Technical and Engineering Services (non-IT)
57) Telecommunications
58) Testing Equipment
59) Training

NOTE: More information related to the Order Level Materials SIN is available at gsa.gov/mascategoryrequirements

SECURITY AND PROTECTION CATEGORY
PROTECTIVE EQUIPMENT SUBCATEGORY
SPECIAL ITEM NUMBER 334519
BOMB AND HAZARDOUS MATERIAL DISPOSAL; METAL AND BOMB DETECTION

There are no additional terms.

SECURITY AND PROTECTION CATEGORY
SECURITY SERVICES SUBCATEGORY
SPECIAL ITEM NUMBER 561612
PROTECTIVE SERVICE OCCUPATIONS

There are no additional terms.