

GSA Federal Acquisition Service



ontractor Information

(Vendors) How to change your company information

47QTCA20D00BQ **GEONEXUS TECHNOLOGIES**

Contractor: LLC

Address: 3005 BOARDWALK ST

ANN ARBOR, MI 48108-5218

Award 47QTCA20D00BQ

Call: 8668394993

Email: sheise@geo-nexus.com Web http://www.geo-nexus.com Address:

WLFLJC8QV6G3 SAM UEI:

NAICS: 511210

Schedule

MAS Multiple

Socio-Economic: **Small Business** Govt. POC:

Current Option Period End Date: Jun 23, 2025 **Ultimate Contract End Date:** Jun 23, 2040 Ayesha Khalid 202-304-0664 ayesha.khalid@gsa.gov Terms & Conditions + Price List

Contract Clauses/Exceptions: View the specifics for this contract

EPLS: Contractor not found on the

Excluded Parties List System Category View Catalog

Contract Terms & Conditions / Price Current Option Period End Ultimate Contract End Source Title Number List

Terms & Conditions + Price List

Jun 23, 2025 Jun 23, 2040

511210

GSA Advantage!

OLM

COOP DISAST

GSA Advantage!





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 menudriven database system. The INTERNET address for **GSA** *Advantage!* is http://www.gsaadvantage.gov

SCHEDULE TITLE: MAS - MULTIPLE AWARD SCHEDULE

FSC GROUP: INFORMATION TECHNOLOGY

CONTRACT NUMBER: 47QTCA20D00BQ

CONTRACT PERIOD: JUNE 24, 2020 through JUNE 23, 2025

For more information on ordering go to the following website: https://www.gsa.gov/schedules

CONTRACTOR: GEONEXUS TECHNOLOGIES L.L.C.

3005 Boardwalk St. Suite 107

Ann Arbor, MI 48108

Phone number: (866) 839-4993 Fax number: (734) 656-8486 Email: sheise@geo-nexus.com

CONTRACTOR'S ADMINISTRATION SOURCE: WILLIAM A HEISE

GEONEXUS TECHNOLOGIES L.L.C.

3005 Boardwalk St. Suite 107

Ann Arbor, MI 48108

Phone number: (866) 839-4993 Fax number: (734) 656-8486 Email: sheise@geo-nexus.com

WEBSITE: <u>www.geo-nexus.com</u>

BUSINESS SIZE: Small Business

BUSINESS TYPE: Small Business

CUSTOMER INFORMATION:

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

SIN DESCRIPTION

511210 Software Licenses (Subject to cooperative purchasing)

OLM Order Level Materials

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

(Government net price based on a unit of one)

See GSA PROPOSED PRICE LIST

511210 - gnxofficeurm - \$28.73

1c. HOURLY RATES (Services only):

See attached GSA PROPOSED PRICE LIST

2. MAXIMUM ORDER*: \$500,000

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

- 3. MINIMUM ORDER: \$100.00
- 4. GEOGRAPHIC COVERAGE: Worldwide
- 5. POINT(S) OF PRODUCTION: United States
- 6. DISCOUNT FROM LIST PRICES: GSA Net Prices are shown on the GSA Pricelist.

- 7. QUANTITY DISCOUNT(S): 2.00% Additional Discount for Single Task Order Exceeding \$270,000.00
- 8. PROMPT PAYMENT TERMS: 1.00%; Net 25 Days Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions
- 9. FOREIGN ITEMS: Not Applicable
- 10a. TIME OF DELIVERY: Subject to Task Order
- 10b. EXPEDITED DELIVERY: Contact Contractor
- 10c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor
- **10d. URGENT REQUIRMENTS:** 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. FOB POINT: Destination
- 12a. ORDERING ADDRESS: Same as Contractor
- 12b. ORDERING PROCEDURES: See Federal Acquisition Regulation (FAR) 8.405-3
- 13. PAYMENT ADDRESS: GEONEXUS TECHNOLOGIES L.L.C.

3005 Boardwalk St. Suite 107

Ann Arbor, MI 48108

Phone number: (866) 839-4993 Fax number: (734) 656-8486 Email: sheise@geo-nexus.com

14. WARRANTY PROVISION: Not Applicable

- 15. EXPORT PACKING CHARGES: Not Applicable
- 16. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): Accepted at or below the micro-purchase threshold. Contact Contractor for Additional Terms & Conditions.
- 17. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): Not Applicable
- 18a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):

 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. Section 508 Compliance for Electronic and Information Technology (EIT): If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services. Full details can be found (e.g. contractor's website or other location.) ICT accessibility standards can be found at: https://www.Section508.gov
- 23. UNIQUE ENTITY IDENTIFIER (UEI) NUMBER: WLFLJC8QV6G3

24. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database. Cage Code: 8H1T2

APPENDIX A SOFTWARE LICENSE AGREEMENT

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

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

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

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

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

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package.

These examples are considered software maintenance services under SIN 54151 Software Maintenance Services.

- 1.) Specific Instructions for SIN 511210 Software Licenses
- a.) Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.
- b.) The words "term software" or "perpetual software" shall be the first word in the product title/name for: 1) the price proposal template and 2) the SIP file for GSA Advantage. The word "term software" or "perpetual software" shall be the first word in the product title/name for the GSA Pricelist pricing charts (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). The words "term software" or "perpetual software" shall be in each product title in any response to a customer Request for Quote (RFQ) or Request for Information (RFI).
- c.) Contractors are encouraged to offer SIN 54151 Software Maintenance Services in conjunction with SIN 511210 Software Licenses.
- d.) Conversion From Term License to Perpetual License
- i.) When standard commercial practice offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.
- ii.) When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.

- iii.) The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- iv.) When conversion from term licenses to perpetual licenses is offered, the price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to a percentage of all term license payments during the period that the software was under a term license within the ordering activity.
- e.) Term License Cessation
- i.) After a software product has been on a continuous term license for a period of N/A conversion not offered on the offered software packages (Fill-in the period of time.) months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited. Contractors who do not commercially offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.
- ii.) Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.
- iii.) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016).
- iv.) The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of SIN 54151 Software Maintenance Services, if the licensee elects to order such services. Title to the software shall remain with the Contractor.
- f.) Utilization Limitations for Perpetual Licenses
- i.) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)
- 1.) Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization / International Electrotechnical Commission 19770-2 (ISO/IEC 19770- 2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document "NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags," December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.
- 2.) Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance government- wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.
- ii.) Reallocation of Perpetual Software (Option 2 Perpetual License)

- 1.) The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.
- 2.) When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.
- 3.) Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.
- 4.) The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor's intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.
- 5.) As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.
- 6.) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.
- 7.) When software assets are eligible for transfer and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.
- 8.) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be N/A conversion not offered on the offered software packages % 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.