

**SINs 132-32, 132-33, and 132-34 Software SINs
IT Professional Services Rollout Plan for Schedule 70 Solicitation
Solicitation Number: FCIS-JB-980001-B**

DISCLAIMER: GSA FAS is posting this notification of a planned solicitation refresh or mass modification as a courtesy to industry. All comments on the attached DRAFT document must be submitted in the “Comments” section below within ten (10) business days of this posting. Comments provided elsewhere or after 10 business days will not be considered. GSA FAS will consider all relevant comments and make changes to the DRAFT as appropriate, but will not issue a formal response to industry comments or related inquiries. Interested parties should review the final version of the solicitation refresh or mass modification closely for additional changes made to this DRAFT.

We have updated the three Software SINs on IT Schedule 70 to better align our offerings with the way software is sold commercially. This enhancement makes it easier for our customers to get what they need, including the ability to better transfer software licenses between federal entities.

The updates to Software Special Item Numbers (SIN) 132-32, 132-33, and 132-34 will better position GSA to serve our federal partners, help them comply with policies, and provide them with new and innovative solutions by:

- Adding language within Term Software SIN (132-32) to define term software licenses and differentiate between Term Software and Software as a Service (SaaS) included in the Cloud SIN (132-40)
- Including optional software identification tags and transferability rights under SIN 132-33 Perpetual Software Licenses
- Renaming SIN 132-34 from Software Maintenance as a Service to Software Maintenance Services
- Adding utilization limitations Under SINs 132-32, 132-33, and 132-34 clarifying rights and ownership of derivative works
- Defining Commercial Supplier Agreements (CSAs) to include Enterprise User License Agreements (EULAs), Terms of Service Agreements (TOSs), and other licensing agreements.

Full Text of New/Updated Clauses and Provisions:

Solicitation Language with Incorporated Changes:

132 32 --- Term Software License - SUBJECT TO COOPERATIVE PURCHASING

Includes operating system software, application software, EDI translation and mapping software, enabled email message based applications, Internet software, database management applications, and other software.

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 does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services under SIN 132 34 Software Maintenance Services.

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

NOTE: 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 the Cloud SIN 132 40. Term Software Licenses are distinct from Electronic Commerce and Subscription Services (SIN 132 52).

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The

Attachment 1: Draft Significant Changes

ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request awarded Commercial Supplier Agreements (CSAs) (to include End User License Agreements (EULAs) or Terms of Service (TOS) Agreements) from Schedule contractors to assist the ordering activities with reviewing the terms and conditions, including additional products, services, and prices which may be included.

Exception: According to SBA standards NAICS code 541519 has the dollar value standard of \$27.5 million except if you are a Value Added Reseller (150 employee standard). For more information, please visit https://www.sba.gov/sites/default/files/files/Size_Standards_Table.pdf

SubSINCategory(s):

FSC/PSC Class 7030 ADP SOFTWARE

- Ancillary Financial Systems Software
- Application Software
- Communications Software
- Core Financial Management Software
- Electronic Commerce (EC) Software
- Large Scale Computers
- Operating System Software
- Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information
- Utility Software

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>.

Contractors are encouraged to offer SIN 132 34: Software Maintenance Services in conjunction with SIN 132 32 Term Software Licenses and/or SIN 132 33 Perpetual Software Licenses.

Attachment 1: Draft Significant Changes

FSC/PSC Class J070 MAINT/REPAIR/REBUILD OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT

- Maintenance of Software

132 33 --- Perpetual Software License - SUBJECT TO COOPERATIVE PURCHASING

Includes operating system software, application software, EDI translation and mapping software, enabled email message based products, Internet software, database management programs, and other software.

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 Frequently Asked Questions (FAQs), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user 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 services under SIN 132 34 Software Maintenance Services.

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

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

Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The

Attachment 1: Draft Significant Changes

ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request awarded Commercial Supplier Agreements (CSAs) (to include End User License Agreements (EULAs) or Terms of Service (TOS) Agreements) from Schedule contractors, to assist the ordering activities with reviewing the terms and conditions.

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SubSINCategory(s):

FSC/PSC Class 7030 ADP SOFTWARE

- Ancillary Financial Systems Software
- Application Software
- Communications Software
- Core Financial Management Software
- Electronic Commerce (EC) Software
- Large Scale Computers
- Microcomputers
- Operating System Software
- Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information.
- Utility Software

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>.

Contractors are encouraged to offer SIN 132 34: Software Maintenance Services in conjunction with SIN 132 32 Term Software Licenses and/or SIN 132 33 Perpetual Software Licenses.

FSC/PSC Class J070 MAINT/REPAIR/REBUILD OF EQUIPMENT-
ADP EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT

- Maintenance of Software

**132 34 --- Software Maintenance Services SUBJECT TO
COOPERATIVE PURCHASING**

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

Software maintenance services are billed in arrears in accordance with 31 U.S.C. § 3324.

NOTE: Please see the additional terms and conditions applicable to this Special Item Number (SIN) found in a separate attachment to the Solicitation. These terms and conditions do not contain specific and negotiated contractual language for this SIN. The Schedule contractor may have submitted additional information to complete the "fill-in" to the terms and conditions. The ordering activities shall request the Schedule contractors to submit these additional contract terms and conditions for this applicable SIN when responding to an order.

Ordering activities may request from awarded Commercial Supplier Agreements (CSAs) (to include End User License Agreements (EULAs) or Terms of Service (TOS) Agreements) from Schedule contractors, to assist the ordering activities with reviewing the terms and conditions.

Exception: According to SBA standards NAICS code 541519 has the dollar value standard of \$27.5 million except if you are a Value Added Reseller (150 employee standard). For more information, please visit https://www.sba.gov/sites/default/files/files/Size_Standards_Table.pdf

SubSIN Categoric(s):

FSC/PSC Class J070 MAINT/REPAIR/REBUILD OF EQUIPMENT- ADP
EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT

- Maintenance of Software

Critical Information Specific to IT 70 Incorporated Changes:

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132 32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132 33) AND SOFTWARE MAINTENANCE SERVICES (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 post acceptance 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. *Inspection of services is in accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007) (DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.*

2. COMMERCIAL SUPPLIER AGREEMENTS to include Enterprise User License Agreements or Terms of Service (TOS) agreements The Contractor shall provide all Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements in an editable Microsoft Office (Word) format for review prior to award.

3. GUARANTEE/WARRANTY

- a. The Contractor's commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements.

- 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. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2).

- 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.

4. TECHNICAL SERVICES

The Contractor, 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 is available from _____ to _____.

****Provide telephone number and hours of operation for technical support hot line; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central time, Mountain time or Pacific time.****

5. SOFTWARE MAINTENANCE

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

- 1. Software Maintenance as a Product (SIN 132 32 or SIN 132 33)

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, online help libraries and Frequently Asked Questions (FAQ's), 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 services (SIN 132 34) Software Maintenance Services as a product is billed at the time of purchase.

2. Software Maintenance Services (SIN 132 34)

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

6. PERIODS OF TERM LICENSES (SIN 132 32) AND SOFTWARE MAINTENANCE SERVICES (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. Term licenses and/or software maintenance services may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

- c. Annual Funding. When using annually appropriated funds are cited on an order for term licenses and/or software maintenance services, the period of the term licenses and/or software maintenance services shall automatically expire on September 30, or at the end 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 term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or Software maintenance services will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

****The phrase, "Term Licenses and/or Software Maintenance Services" in the preceding paragraphs may need to be revised in order to be consistent with the Offeror's proposal; e.g., if only software maintenance is offered, all references to "term licenses" should be deleted from the preceding paragraphs.****

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. When a contractor commercially 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.

8. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of _____* 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.

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

b. 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 Special Item Number 132 34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. 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 9.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 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 run-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 run-time computing environment when the primary device is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user device 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.

6. 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.

7. 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.

8. Software Asset Identification Tags (SWID) (Option 1 SIN 132-33)

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 19770-2 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.

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.

9. Reallocation of Perpetual Software (Option 2 SIN 132-33)

- a. The purpose of SIN 132-33 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.
- b. 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.
- c. 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.

d. 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.

e. 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.

f. Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 132-34) 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.

g. When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 132-34), 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.

h. The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be _____ % 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.

10. SOFTWARE CONVERSIONS - (SIN 132 32 AND SIN 132 33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132 33), 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 (132 32), 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.

11. DESCRIPTIONS AND OPERATING SYSTEM COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses, if commercially available.