



Gleason Research Associates Incorporated

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**General Services Administration – Multiple Award Schedule
Authorized Federal Supply Schedule Price List**

**Multiple Award Schedule
Contract Number 47QTCA19D007A
Industrial Group: MAS**



Contract Period: 07 March 2019 through 06 March 2024

Business Size: Small Business

Pricelist current through Contract Award date: 03/07/2019, MAS Consolidation A812, Dated 02/14/20

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:
<https://www.GSAAdvantage.gov>.



TABLE OF CONTENTS

INFORMATION FOR ORDERING OFFICES 1

GEOGRAPHIC SCOPE OF CONTRACT 1

ORDERING ADDRESS AND PAYMENT INFORMATION..... 1

DELIVERY SCHEDULE 2

DISCOUNTS..... 3

TERMS AND CONDITIONS MAS SIN 33411..... 9

TERMS AND CONDITIONS MAS SIN 511210, 5415111

TERMS AND CONDITIONS MAS SIN 611420.....15

ASTS® PRODUCTS AND SERVICES GSA PRICING18

ASTS® SOFTWARE LICENSE AGREEMENT19

USA COMMITMENT TO PROMOTE SMALL BUSINESS29



**INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL MAS SPECIAL ITEM NUMBERS**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Gleason Research Associates Incorporated
5030 Bradford Drive, NW
Building One, Suite 100
Huntsville, AL 35805
Attn: Contracts Department

(256) 883-7000 Fax: (256) 883-1525

Orders may also be placed via email at gsa@grainc.net



Payment Address:

Gleason Research Associates Incorporated
ATTN: Accounts Receivable
5030 Bradford Drive, NW
Building One, Suite 100
Huntsville, AL 35805

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: (256) 883-7000

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 96-786-8217
Block 30: Type of Contractor B

- A. Small Disadvantaged Business
B. Other Small Business
C. Large Business
G. Other Nonprofit Organization
L. Foreign Contractor

Block 31: Woman-Owned Small Business - NO
Block 36: Contractor's Taxpayer Identification Number (TIN): 52-1261002

4a. CAGE Code: 07FLO

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

(a) TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:



MAS SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

33411	<u> </u> * Days
511210	<u> </u> * Days
54151	<u> </u> * Days
611420	<u> </u> * Days
OLM	<u> </u> * Days

* To be negotiated between Gleason Research Associates Incorporated and the Ordering Agency.

(b) **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- (a) Prompt Payment: 0 % 30 days from receipt of invoice or date of acceptance, whichever is later.
- (b) Quantity: Varied % of Reduction – See Price List
- (c) Dollar Volume: Varied % of Reduction – See Price List
- (d) Government Educational Institutions: Varied % of Reduction – See Price List
- (e) Other: None

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: None

10. MIMIMUM ORDER QUANTITIES: The minimum dollar value of orders to be issued is \$ 100.00

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

The Maximum Order value for the following MAS Special Item Numbers are:

33411	Purchasing of new electronic equipment	\$ 500,000.00
511210	Software Licenses	\$ 500,000.00
54151	Software Maintenance Services	\$ 500,000.00
611420	Information Technology Training	\$ 25,000.00
OLM	Order-Level Materials	



12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- (a) FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- (b) FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. 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 placed under the Multiple Award Schedule. 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 charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (i.e. NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- (a) For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- (b) The above is not intended to encompass items not currently covered by the GSA Schedule contract.



19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NONE

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

www.grainc.net

The EIT standard can be found at: www.Section508.gov/.



24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY

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>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT (MAS SPECIAL
ITEM NUMBER 33411)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Software is self-installable. Installation and technical services are available – see attached price list.

- b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the



ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

- b. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. 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 equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment 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 item, unless the change is due to the defect in the item.

6. WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
See warranty clauses – as stated on GRA www.grainc.net ASTS Website: www.astsinventory.com
- 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.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as: 5030 Bradford Drive NW, Building One, Suite 100, Huntsville, AL 35805

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (MAS SPECIAL ITEM NUMBER 511210) AND MAINTENANCE AS A SERVICE (MAS SPECIAL ITEM NUMBER 54151) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT 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 guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

See warranty clauses – as stated on GRA www.grainc.net ASTS Website:
www.astsinventory.com

- 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 256-883-7000 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 am to 5:00 pm CST.

4. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined:
 1. Software Maintenance Services (MAS SIN 54151)

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.

2. Software Maintenance as a Service (MAS SIN 54151)

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.

- 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 (MAS SIN 54151)

- 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 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 term licenses and/or maintenance, the period of the term licenses and/or 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 term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or 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 term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

- 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. 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 _____% of all term license payments during the period that the software was under a term license within the ordering activity.

7. 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.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of MAS Special Item Number 54151, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (511210 AND 54151)

- 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.

9. SOFTWARE CONVERSIONS - (511210)

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 (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

10. 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.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND
SOFTWARE (MAS SPECIAL ITEM NUMBER 611420)**

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.

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. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- 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 each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.



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. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- 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.

See attached price list descriptions. Different option packages come with varying levels of training (when applicable).



ASTS® was developed and copyrighted by Gleason Research Associates Incorporated. ASTS® is an EMASS approved solution for the inventory tracking and management of Government assets. ASTS® is easy-to-learn, easy-to-use and compliant with Army regulations and guidelines. ASTS® simplifies and expedites asset management at the Hand Receipt Holder level, eliminating the need for paper and spreadsheets. The ASTS® system can standalone or act as an end user interface to the Army's Property Book Unit Supply Enhanced (PBUSE), Global Combat Support System (GCSS-Army) or the Defense Property Accountability System (DPAS). ASTS® is designed as a "cradle to grave" tracking system, allowing the user to see the full inventory history of any end-item, its origin into the program, its usage, its location, and ultimately its disposal.

The ASTS® software incorporates multiple functions that automate the logistics and supply processes. Hand Receipt management and shipping/receiving processes and transactions are simplified within ASTS® by automatically generating the required forms. Documents can be uploaded to one, or multiple end items, detailing the item's history including locations, shipments, usage, maintenance, etc. Additionally, an image can be uploaded to any individual item or part. ASTS® has the ability to generate Hand Receipts and Sub-Hand Receipts, bringing greater clarity, oversight, and accountability for items.

The ASTS® integrated barcode scanning system enables the user to conduct inventories quickly, efficiently, and accurately, reducing errors and inaccurate reporting. The barcode scanning system is a mobile computing device and can read any type of standardized barcode in linear and 2D formats, including IUID matrix barcodes. The barcode scanning system allows users to search by barcode, IUID or serial number. Additional customized products such as barcode labels are identified on the attached ASTS® price list.

As the sole developer of the ASTS® system, GRA provides maintenance of the ASTS® software to include new features and updates as well as customizations to meet the customer's specific needs. GRA has customized the ASTS® software to include additional functionality such as modules to automate specific processes. GRA also provides customization to the user interface to include reports and forms as well as custom transactions and fields. GRA researches and develops new concepts and functionality that will enhance the ASTS® software on an annual basis. GRA provides these updates and upgrades of the ASTS® software as part of the ASTS® Annual Maintenance Subscription as defined on the ASTS® price list.

In addition to providing software, maintenance, scanning systems and labels, GRA also offers hands on training, teaching users how to use and implement the ASTS® system to aid in the execution of daily asset management tasks. GRA's ASTS® training classes offers the user an introduction through advanced level training of all core modules and processes available through the ASTS® system. Training classes can be held at GRA's training facility in Huntsville, AL or at any location as requested by the customer or end user.



ASTS Products & Services - GSA Pricing

Item #	Description	GSA MAS SIN	GSA Price
001-1	ASTS Software License Web based Software. Includes 5 Named User Licenses (NULs). May be scaled to include additional NULs. Includes ASTS Software Maintenance Subscription (includes new versions of the ASTS software, updates, service packs and unlimited telephone/email technical support for one year from date of purchase) and one ASTS Level I Training Session on-site at GRA training facility (with up to eight attendees) in Huntsville, AL. One server installation. Does not include onsite installation support.	511210	\$ 19,499
001-2	Additional ASTS Software Named User License (1-24 NULs, each)	511210	\$ 749
001-3	Additional ASTS Software Named User License (25-49 NULs, each)	511210	\$ 599
001-4	Additional ASTS Software Named User License (50+ NULs, each)	511210	\$ 449
001-5	ASTS Scanning System Software Software program to perform property/inventory functions using a mobile computing device/ barcode scanning system. Software allows for interface between the ASTS web based software and barcode scanning system. Technical support for the scanning system software is covered under the ASTS Software License. NOTE: GRA will not provide hardware support for barcode scanning system hardware not purchased through GRA.	511210	\$ 2,999
002-1	ASTS Software Maintenance Subscription (1-24 NULs, each) Includes new versions of the software, updates, service packs and unlimited telephone/email technical support for one year. Renewed annually.	54151	\$ 524
002-2	ASTS Software Maintenance Subscription (25-49 NULs, each) Includes new versions of the software, updates, service packs and unlimited telephone/email technical support for one year. Renewed annually.	54151	\$ 374
002-3	ASTS Software Maintenance Subscription (50+ NULs, each) Includes new versions of the software, updates, service packs and unlimited telephone/email technical support for one year. Renewed annually.	54151	\$ 224
003-1	ASTS Barcode Scanning System Includes ASTS Compatible Barcode Scanning Hardware and ASTS Scanning System Software, Battery, Power Supply and Connectivity Cable.	33411	\$ 3,974
004-1	Custom Printed Barcode Labels Priced per roll--2,500 labels per roll. Custom header and barcode sequence.	33411	\$ 281
005-1	Installation Support Priced per hour. If outside Huntsville, AL area, travel costs and travel time added at current JTR rates.	611420	\$ 188
005-2	Data Entry/Import/Conversion Support Priced per hour. If outside Huntsville, AL area, travel costs and travel time added at current JTR rates.	611420	\$ 135
005-3	ASTS Level I Training Seat--1 Day Course (6hrs) If outside Huntsville, AL area, travel costs and travel time added at current JTR rates.	611420	\$ 524
005-5	ASTS Level II Training Seat--2 Day Course (12 hrs) ASTS Level I certification required. If outside Huntsville, AL area, travel costs and travel time added at current JTR rates.	611420	\$ 1,049
005-4	ASTS Level I Training Session--1 Day Course (6hrs) Session includes training for up to 8 attendees at GRA training facility in Huntsville, AL. If outside Huntsville, AL area, travel costs and travel time added at current JTR rates.	611420	\$ 3,146
005-6	ASTS Level II Training Session--2 Day Course (12hrs) ASTS Level I certification required. Session includes training for up to 8 attendees at GRA training facility in Huntsville, AL. If outside Huntsville, AL area, travel costs and travel time added at current JTR rates.	611420	\$ 6,291



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website: www.grainc.net

SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is entered into by and between Gleason Research Associates, Inc. ("GRA"), an Alabama corporation having its principal office at 5030 Bradford Drive, Building One, Suite 100, Huntsville, Alabama 35805 and the undersigned Ordering Activity under GSA Schedule contracts ("Licensee" or "Ordering Activity") and is effective as of _____ ("Effective Date").

Whereas, GRA owns and holds rights to certain software which it desires to license to Licensee; and Whereas,

Licensee desires to license such software from GRA upon the terms and conditions set forth herein.

Now, therefore, in consideration of the representations and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRA and Licensee hereby covenant and agree as follows:

1. **Definitions.**

1.1 The term "Abnormal Use" means any use of the Software in disregard of (i) any known adverse consequences, (ii) warning messages, and (iii) other written instructions, including without limitation the failure to create appropriate backups.

1.2 The term "Affiliate" means any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and "controlled by" and "under common control with" have correlative meanings.

1.3 The term "Maintenance Releases" means modifications, improvements, replacements, enhancements, additions, corrections, upgrades, updates, workarounds, support releases, patches, customizations, and/or changes to the Software made by GRA or third parties, and provided to Licensee hereunder.

1.4 The term "Defect" means a material failure of the Software to operate substantially in accordance with the applicable Documentation.

1.5 The term "Documentation" means the user and systems manuals/reference guides for the Software, including all replacements, updates, additions and changes to such written materials from time to time made by GRA and delivered to Licensee pursuant to this Agreement.

1.6 The term "License" is defined in Section 2.1.

1.7 The term "Named User" means anyone whom Licensee has authorized to use the Software (i.e., a specific user name on the server containing the Software).

1.8 The term "Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.



1.9 The term "Software" means (i) the GRA software listed on Schedule A, and licensed to Licensee by GRA pursuant to this Agreement, and (ii) any Maintenance Releases to the Software provided to Licensee under this Agreement. The term "Software" shall not include any Third-Party Software.

2. License.

2.1 License Grant to Software. In consideration of Licensee's timely payment of the license fees specified herein, and subject to continued compliance with the terms and conditions herein, GRA hereby grants to Licensee a perpetual, non-exclusive, limited, personal, non-sub-licensable, non-transferable right and license ("License") to use the Software and Documentation, in a machine-readable form, in accordance with the terms of this Agreement. Licensee's use is limited to the number of Named Users designated in Schedule A.

2.2 Licensee Restrictions.

- a. Licensee shall not (i) use the Software or the Documentation in the operation of a service bureau for any third party not an Affiliate, (ii) make copies of the Software or Documentation except as otherwise permitted hereby or as necessary for operation, maintenance, installation, and training (iii) modify, translate, decompile, reverse engineer, disassemble the Software, or otherwise seek to discover the source code or the underlying ideas and/or algorithms of the Software except to the extent applicable statutory law expressly prohibits such restriction, (iv) sell, let for hire, sublicense, distribute, give away or otherwise supply or transfer to a third party any of the Software or Documentation, except that a U.S. Government licensee may distribute Documentation necessary for operation, maintenance, installation, or training purposes. (v) use the Software or Documentation to create any computer software program or user documentation that is substantially similar to, or derivative works of, the Software or Documentation, (vi) permit more users to use the Software than the applicable number of Named Users specified in this Agreement, or (vii) remove any proprietary notices or labels on the Software or Documentation.
- b. Licensee shall install the server portion of the Software only at the installation location/site specified in Schedule A. In the event Licensee relocates its operations, Licensee may move the server portion of the Software from the location specified in this Agreement to the new location and may operate the Software concurrently at the old and new locations for a period not to exceed ninety (90) days without having to obtain an additional license, so long as GRA is provided written notification of the move.

2.3 Ownership. The Software and Documentation contain copyrighted material and other proprietary material and information of GRA and its licensors, and the Software and Documentation are licensed, not sold, to Licensee. GRA and its licensors retain all right, title, and interest, including with limitation, all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and Documentation.

2.4 Ownership of Developments. GRA shall have full and exclusive rights and ownership in any software and documentation, or any other developments, developed hereunder, and in any and all related patent, trademarks, copyrights, trade secrets, confidential information and any other proprietary rights. Such developed software and documentation shall be considered "Software" and "Documentation" as defined in the License Terms and Conditions. Except for a license to the Software and Documentation as provided herein, Licensee shall have no right, ownership or title in the Software or Documentation developed hereunder or in any related patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights.

2.5 License Fee. In consideration of, and as payment for, the rights and license herein, Licensee shall pay to GRA the license fee set forth in Exhibit A in accordance with the Government Purchase Order and GSA Schedule Pricelist.



GRA shall state separately on invoices taxes excluded from the fees, and the Licensee agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

3. Delivery.

The Software shall be shipped upon Licensee's request to the installation site specified in Section 2 of Schedule A. All future Software shipments also shall be sent to that address unless otherwise agreed by the parties hereto.

4. Disaster Recovery.

4.1 In the event that Licensee notified GRA in writing that Licensee has a bona fide disaster recovery plan with respect to some or all of the computer software programs used in its operations, Licensee may make one copy of the Software and Documentation for archival purposes and use such copy on a server at a location other than the Licensee location(s) specified in this Agreement, such other location to be owned or controlled by Licensee or Licensee's disaster recovery vendor.

4.2 Such copy of the Software or Documentation shall be used only (i) for testing the plan's procedures and effectiveness or (ii) subsequent to the occurrence of an actual disaster during which Licensee cannot operate the Software on the server(s) at the Location(s) specified in this Agreement.

4.3 Any copies made of the Software or Documentation pursuant to this Section shall contain GRA's proprietary and/or copyright notice(s).

5. Warranty.

5.1 GRA warrants that the Software will operate in substantial accordance with the applicable Documentation, as it exists at the date of delivery, for a period of sixty (60) days from the Effective Date ("Warranty Period"), when the Software is used in accordance with that Documentation. This warranty does not apply to errors or malfunctions caused by (i) malfunction of Licensee's equipment, (ii) software not licensed from GRA, (iii) Abnormal Use or (iv) any other cause not directly attributable to GRA. After the sixty (60) day period, GRA will provide continued supported and maintenance to Licensee at no charge during the Free Maintenance Term, as set forth in Schedule B.

5.2 GRA warrants that no portion of the Software shall contain at the time of delivery any "time bomb," "Trojan horse," "worm," "drop dead device," "virus" or other routine, device or undisclosed feature designed to (i) disable, damage, or erase the Software or data, or (ii) perform any other similar actions that would preclude full use of the Software by Licensee.

5.3 If, during the Warranty Period, the Licensee believes that the Software is not substantially performing in accordance with the Documentation, Licensee will immediately notify GRA in writing and describe with specificity any such non-performance and will provide a listing of output and such other data as may be required by GRA to reproduce the operating conditions as existed when the non-performance occurred.

5.4 Licensee's exclusive remedy and GRA's sole liability under this warranty will be for GRA to use reasonable efforts to correct such defects and supply Licensee with a corrected version of the Software as soon as reasonably practicable after GRA has been notified of such defects.

5.5 The warranties set forth herein are void if Licensee or any third party modifies or changes the Software in any way beyond the scope of the customization options contained in the Software. In order to receive and maintain this warranty, Licensee must (i) use the Software in accordance with the Documentation; (ii) use the Software on the hardware and with the operating system for which it was designed; and (iii) use only qualified personnel to operate the Software.



5.6 GRA will not be required to maintain compatibility between the Software and any other software.

5.7 GRA does not warrant that the functions contained in the Software will meet Licensee's requirements or that the operation of the Software will be uninterrupted or error-free.

EXCEPT AS SET FORTH IN THIS SECTION 5 ABOVE, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, INTEGRATION, AND ACCURACY, ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY LAW.

6. Maintenance of the Software.

GRA shall provide support and maintenance of the Software as provided in Schedule B.

7. Implementation Services.

7.1 Licensee may submit a written request that GRA provide Licensee assistance with installation, implementation, utilization, and/or training related to the Software (collectively "Implementation Services").

7.2 Upon receipt of a such written request for Implementation Services, GRA will provide Licensee a cost estimate to the Licensee for the requested Implementation Services to be performed by GRA. Each cost estimate will establish, at a minimum, the expected starting date and duration of the Implementation Services, the approximate number of hours, the applicable hourly rate or fee, which shall be in accordance with the GSA Schedule pricelist if applicable, and the general nature of the work to be performed and all estimated travel costs, which shall be in accordance with the Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR). If Licensee wishes to document in greater detail the specific Implementation Services work to be performed, Licensee agrees to provide such written documentation for GRA's review and approval.

7.3 Licensee shall submit an official funding document (i.e., Work Order) for acceptance by GRA before commencement of the Implementation Services outlined in the cost estimate. GRA makes no guarantees as to the total cost or completion date of any Implementation Services. Licensee acknowledges that the ultimate responsibility for successful installation, implementation, utilization, and training rests with the Licensee and that GRA's role is to assist Licensee in that endeavor.

7.4 All Implementation Services shall be performed by qualified personnel in accordance with good practices prevalent in the information technology industry. If Licensee determines that any GRA technician is not appropriate for the work based on such GRA technician's skills or background and experience, GRA shall make a commercially reasonable effort to assign another qualified GRA technician.

7.5 Licensee shall advise GRA of the individual that Licensee has appointed to authorize Work Orders, receive progress reports and address problems that may arise in connection with GRA's Implementation Services (the "Project Manager"). The Project Manager and GRA technicians shall develop appropriate administrative procedures for review of performance of work at Licensee's site.

7.6 GRA shall require its GRA technicians at all times to observe security, safety and other policies of the Licensee while such GRA technicians are on Licensee's premises and to comply with the confidentiality requirements of this Agreement.

7.7 GRA will try to accommodate work schedule requests of Licensee to the extent commercially practicable. GRA reserves the right to change such schedule for any Work Order if the assigned GRA Technicians are unable to perform scheduled services because of illness, resignation, weather, or other causes beyond GRA's reasonable control. GRA will make commercially reasonable efforts to replace any such GRA technician within a reasonable time in order to minimize any adverse impact on the schedule.



7.8 Unless otherwise provided in this Agreement, Licensee shall pay GRA its then current standard hourly rates or fees for Implementation Services performed hereunder, which rates or fees shall be set forth in the applicable Work Order in accordance with the GSA Schedule Pricelist. Billable amounts incurred in excess of eight (8) hours per day will be billed at the standard, straight-time hourly rate.

7.9 If requested by GRA, Licensee agrees to make available any required projection equipment for use in on-site training classes. Alternatively, GRA will, upon prior written request, provide such projection equipment.

8. Infringement.

8.1 Subject to the following conditions, GRA agrees to defend, indemnify and hold harmless Licensee from and against any action based on a claim alleging that the Software infringes a patent, copyright or trade secret of any third party, and GRA shall indemnify Licensee against all costs, expenses and damages arising from any such action; provided, however, that (i) Licensee shall have given GRA prompt written notice of such action, (ii) Licensee shall cooperate with GRA in the defense and settlement thereof and (iii) GRA shall have control of the defense of such action and any settlement or compromise thereof.

8.2 Upon a claim alleging that the Software infringes a patent, copyright or trade secret, GRA may, at its option and expense, either (i) procure for Licensee the right to continue using the Software; (ii) replace or modify the Software so that it no longer infringes such patent, copyright or trade secret, so long as the utility or performance of the Software is not materially adversely affected by such replacement or modification; or (iii) terminate this Agreement and all licenses granted hereunder and return the amount paid by Licensee for the Software.

8.3 GRA shall have no defense or indemnity obligations for, or liability to, Licensee for any infringement action or claim that is based upon or arises out of the modification of the Software by Licensee or any third party or the use of the Software or any portion thereof in combination with any other equipment or software in the event that, but for such modification or use, the claim or infringement would not lie.

THIS SECTION 8 STATES GRA'S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

9. Confidentiality.

The Software and Documentation are confidential and proprietary information of GRA and/or its licensors. Licensee agrees to take adequate steps to protect Software from unauthorized use or disclosure. GRA recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

10. Term and Termination.

10.1 The term of the License shall start as of the Effective Date, and shall be perpetual unless terminated as provided in this Agreement.

10.2 Licensee may terminate this License at any time in accordance with the procedures set forth in the Federal Acquisition Regulation. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, [vendor] shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.



10.3 Upon termination of this License for any reason, Licensee shall cease, and shall return or destroy all copies of, the Software and Documentation. Within thirty (30) days after the termination of this License, a contracting officer of Licensee shall execute a statement certifying that Licensee has fully complied with the terms of this section and acknowledging that all rights to use the Software and Documentation have been terminated and that any further use of the Software or Documentation is unauthorized and would be in violation of GRA's rights therein.

10.4 Termination of this License shall not relieve Licensee of its obligations to pay any amounts then due GRA.

11. Export Regulations.

The Software, including technical data relating thereto, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export or import the Software.

12. U.S. Government Rights.

If Licensee is acquiring the Software and the accompanying Documentation on behalf of the U.S. Government, the Software and accompanying materials are be deemed to be "commercial computer software" and "commercial computer software documentation" or "restricted computer software" as those terms are defined in the Federal Acquisition Regulation ("FAR"), and the Government shall have only those rights specified in this Agreement and, if applicable, the clause at FAR 52.227-14. All rights to the Software are reserved under the copyright laws of the United States.

13. Notice Address.

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Licensors: Gleason Research Associates, Inc.
5030 Bradford Drive, Building One, Suite 100
Huntsville, Alabama 35805
Facsimile: 256-883-1525
E-mail: sharlene.bierbauer@grainc.net
Attention: Sharlene Bierbauer
Title: Vice President, Logistics Systems and Services

If to Licensee:



Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail, with confirmation of transmission, if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

14. Force Majeure.

Excusable delays shall be governed by FAR 52.212-4(f).

15. Agreement-Not-to-Hire Certain GRA Employees.

Licensee agrees that so long as it is using the Software, Licensee shall not, without GRA's prior written consent, enter into a contract or other agreement with any party other than GRA to obtain the services of any current or former GRA employee relating to the Software and Licensee's use thereof if such current or former GRA employee has provided consulting, training or other services to Licensee on behalf of GRA at any time within three (3) years prior to the date of such contract or agreement. Subsequent hiring's initiated through general newspaper or website advertisements and other general circulation materials not directly targeted at such individuals and not relating to the Software and Licensee's use thereof shall not be deemed solicitations, contracts for services or hiring's in violation of this sentence.

16. Limitation of Liability/Exclusion of Certain Damages.

16.1 IN NO EVENT, AND UNDER NO LEGAL THEORY, INCLUDING BUT NOT LIMITED TO, CONTRACT, STRICT LIABILITY, TORT, OR OTHERWISE, SHALL GRA HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF GOODWILL, ACCURACY OF RESULTS, OR SOFTWARE FAILURE, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

16.2 IN NO EVENT SHALL GRA'S LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE TOTAL CONTRACT PRICE, INCLUDING THE LICENSE FEES PAID BY LICENSEE TO GRA.

16.3 THE PARTIES AGREE THAT THE LIMITATIONS IN THIS PARAGRAPH 16 SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREIN.

17. General.

17.1 This Agreement is personal to Licensee and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without GRA's consent, and any action in violation of the foregoing shall be void and without effect. The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204.



17.2 This Agreement shall be governed by and construed in accordance with the Federal law of the United States.

17.3 Reserved.

17.4 This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations, and may be amended only by a writing executed by both parties.

17.5 The failure of either party to act with respect to a breach of this Agreement does not constitute a waiver and shall not limit the non-breaching party's rights with respect to any subsequent breaches.

17.6 If any provision of this Agreement is found void and unenforceable, that provision shall be limited or eliminated to the minimum extent possible so that the Agreement will otherwise remain in full force, effect, and enforceable.

17.7 This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer any other person or entity any legal or equitable right, benefit or remedy whatsoever.

SCHEDULE A

1. Licensed Software:

ASTS

2. Installation Site:

The server portion of the Software shall be installed on Licensee's equipment located at:

3. Expected Ship Date:

4. User Licenses:

5. License Fee:



SCHEDULE B - ANNUAL MAINTENANCE SUBSCRIPTION

1. Annual Maintenance Subscription.

1.1 Free Maintenance Term. GRA will provide the Maintenance Services provided in this Schedule B to Licensee at no charge for one (1) year after the Software is installed. Software must be installed within ninety (90) days after the Effective Date. ("Free Maintenance Term").

1.2 Annual Maintenance Subscription Renewal Term. Additional Maintenance Services after the Free Maintenance Term will be provided for renewable one (1) year terms by executing a new Agreement in writing (each an "Annual Maintenance Subscription Renewal Term") at GRA's then current Annual Maintenance Subscription Renewal Fee rates in accordance with the GSA Schedule Pricelist. The Annual Maintenance Subscription Renewal Fee is calculated using the total number of named user licenses at time of renewal. Projected first year Annual Maintenance Subscription Renewal Fees are:

PROJECTED FIRST YEAR ANNUAL MAINTENANCE SUBSCRIPTION RENEWAL TERM FEES:

Named User Licenses: 5

Projected Annual Maintenance Subscription Renewal Fee: \$

1.3 Enrollment in Annual Maintenance Subscription Renewal Term. If the parties execute a new Agreement for Maintenance Services in writing, GRA shall submit an invoice upon commencement of the Annual Maintenance Subscription Renewal Term, which will be due and payable, and Licensee enrolled for the Annual Maintenance Subscription Renewal Term.

2. Maintenance Services.

2.1 Overview of Maintenance Services. Subject to Licensee's implementation within a reasonable time all Maintenance Releases provided by GRA hereunder, GRA shall provide Licensee the following Maintenance Services during the Free Maintenance Term and any period for which Licensee has paid the required Annual Maintenance Subscription Renewal Fee:

- a. Provide all Maintenance Releases which are generally made available to other customers of GRA;
- b. Correction of all Defects in the Software as described herein;
- c. Telephone and email support as described herein; and
- d. Updated Documentation for any Maintenance Releases provided to Licensee.

2.2 Defect Correction. When Licensee reports a suspected Defect in the Software to GRA using the GRA technical support line or email address, GRA shall attempt, based upon information provided by Licensee, to recreate the suspected Defect. If the Defect is confirmed, GRA shall use commercially reasonable efforts to provide Licensee a Maintenance Release to correct the Defect.

3. Telephone and Email Support.

3.1 GRA shall provide telephone and email support so as to allow Licensee's designated support contact to report problems and to seek assistance in the use of the Software during GRA's standard technical support



hours of operations as established from time to time and listed on GRA's website.

- 3.2 GRA shall return support calls or emails within a commercially reasonable time, normally twenty-four (24) hours, after receipt of Licensee's call or email. During this contact via telephone or email, GRA will either (i) resolve the problem or provide the requested assistance or (ii) provide Licensee with an estimate as to when such resolution or assistance will be available.

4. Excluded Items.

- 4.1 As part of its Maintenance Services obligations, GRA shall not be obligated to:
- a. Provide telephone assistance (beyond an initial telephone call) or consulting time relating to problems, errors or malfunctions caused by (i) malfunction of the computer system and communications network on which Licensee has installed and is using the Software, (ii) software not licensed pursuant to this Agreement, (iii) any use of the Software in disregard of any known adverse consequences, including without limitation the failure of user to make appropriate backups, warning messages, and other written instructions, or (iv) any other cause not attributable to GRA;
 - b. Correcting Defects, or provide telephone and e-mail support, for any version of the Software other than the most recent release of the Software, provided that GRA shall continue to support prior releases superseded by recent releases for a reasonable period sufficient to allow Licensee to implement the newest release;
 - c. Provide extensive training that would normally be provided in formal training classes; or
 - d. Perform consulting services that would normally be provided at Licensee's business location.
- 4.2 If, after GRA notifies Licensee that a problem, error or malfunction, for which Licensee has requested telephone or other support, is not covered by annual support, Licensee requests GRA to provide telephone assistance or consulting services to correct the problem, error or malfunction, time relating to such assistance and services, and any other consulting services that Licensee may request, will be charged to Licensee at GRA's standard hourly rates in accordance with the GSA Schedule Pricelist as Implementation Services.

5. Payment and Termination of Support.

- 5.1 Licensee may terminate the Maintenance Services without terminating the license to use the Software.
- 5.2 Maintenance Services outlined in Section 2 of this Schedule B will be null and void if the Annual Maintenance Subscription is terminated.
- 5.3 Reserved.



**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

Gleason Research Associates Incorporated, provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Gleason Research Associates Incorporated
5030 Bradford Drive, NW
Building One, Suite 100
Huntsville, AL 35805
Attn: Contracts Department

contracts@grainc.net

(256) 883-7000 Fax: (256) 883-1525



BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) 47QTCA19D007A, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.



- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.



BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.