

GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA *Advantage!*, a menu-driven database system. The INTERNET address for GSA *Advantage!* is <http://www.gsadvantage.gov>

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

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

**PERPETUAL SOFTWARE LICENSES, MAINTENANCE AND TRAINING**

Special Item No.132-33 Perpetual Software Licenses  
Special Item No 132-34 Maintenance of Software  
Special Item No 132-50 Training Courses for IT Equipment and Software

**SIN 132-33 PERPETUAL SOFTWARE LICENSES**

FSC CLASS 7030 – ADP SOFTWARE

Large Scale Computers  
Application Software  
Utility Software

Microcomputers  
Application Software  
Utility Software

**SIN 132-34 MAINTENANCE OF SOFTWARE FSC/PSC Class J070 MAINT/REPAIR/REBUILD OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT**

• **Maintenance of Software**

**SIN 132-50 TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE**

FSC/PSC Class U012 EDUCATION/TRAINING- INFORMATION TECHNOLOGY/TELECOMMUNICATIONS TRAINING

• Training Courses for Information Technology Equipment and Software

StratCom Systems Inc. (dba SIMS Software)  
420 Stevens Ave., Suite 330  
Solana Beach, CA 92075  
Phone: (858) 481-9292 Fax: (858) 481-9292  
Email: [info@simsoftware.com](mailto:info@simsoftware.com) Internet: [www.simsoftware.com](http://www.simsoftware.com)  
Business size: Veteran Owned-Small Business Concern

Contract Number: \_\_\_\_\_ GS-35F-0039J \_\_\_\_\_

Period Covered by Contract: \_\_\_\_\_ 10-28-2013 through 10-27-2018 \_\_\_\_\_

Pricelist current through Modification #PO-0032 dated February 18, 2016.

## TABLE OF CONTENTS

<b>CUSTOMER INFORMATION .....</b>	<b>2</b>
<b>TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE.....</b>	<b>5</b>
<b>TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50).....</b>	<b>11</b>
<b>PROPOSED IT PRICELIST.....</b>	<b>13</b>

**CUSTOMER INFORMATION:**

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

<u>SINS</u>	<u>DESCRIPTION</u>
132-33	Perpetual Software Licenses
132-34	Maintenance of Software
132-50	Training Courses for IT Equipment and Software

Cooperative Purchasing (RC) and Disaster Recovery Purchasing (STLOC) are available

**1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:** See Price List on page 13 of 13

**1c. HOURLY RATES (Services only):** See labor categories and pricing on N/A

**2. MAXIMUM ORDER\*:**

<u>SIN</u>	<u>MAXIMUM ORDER</u>
132-33 & 132-34	\$500,000/per Order
132-50	\$250,000/per Order

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

**3. MINIMUM ORDER:** Minimum order per the contract \$100.00 or as negotiated.

**4. GEOGRAPHIC COVERAGE:** Domestic, 50 states, Washington, DC, Puerto Rico, US Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

**5. POINT(S) OF PRODUCTION:** Solana Beach, CA

**6. DISCOUNT FROM LIST PRICES:** *GSA Net Prices are shown on the attached GSA pricelist. Negotiated discount has been applied and the IFF has been added.*

**7. QUANTITY DISCOUNT(S):** **5% above \$50,000**  
**10% above \$100,000**  
**15% above \$150,000**

**8. PROMPT PAYMENT TERMS:** 0.5% - 15 days from receipt of invoice or date of acceptance, whichever is later. Discount doesn't apply to credit card orders.

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

**9b. Government Purchase Cards are accepted above the micro-purchase threshold** in accordance with GSAR 552.232-79 (c) Payment by Credit Card.

**10. FOREIGN ITEMS:** N/A

- 11a. **TIME OF DELIVERY:** SIN 132-33 - 30 Days ARO  
SINs 132-34 and 132-50 - as Negotiated at the task order level.
- 11b. **EXPEDITED DELIVERY:** Items available for expedited delivery are noted in this price list. Or are Negotiated at the delivery/task order level.
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** Overnight and 2-day delivery are available. Contact the Contractor for rates.
- 11d. **URGENT REQUIRMENTS:** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
12. **FOB POINT:** Destination
- 13a. **ORDERING ADDRESS:**  
StratCom Systems Inc. (dba SIMS Software)  
PO Box 607  
Solana Beach, CA 92075-0607  
(858) 481-9292
- 13b. **ORDERING PROCEDURES:** Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage ([fss.gsa.gov/schedules](http://fss.gsa.gov/schedules)).
14. **PAYMENT ADDRESS:**  
StratCom Systems Inc. (dba SIMS Software)  
PO Box 607  
Solana Beach, CA 92075-0607  
(858) 481-9292
15. **WARRANTY PROVISION:** Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty or generally N/A for services
16. **EXPORT PACKING CHARGES:** N/A
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** See 9a and 9b above.
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

**24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A**

**24b. Section 508 Compliance for Electronic and Information Technology (EIT):** Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): [www.simssoftware.com](http://www.simssoftware.com)

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**25. DUNS NUMBER: 15-1297603 CAGE Code: 9Y780**

**26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM database

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

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its 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.

**2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

**Copyright, Trademark & License Agreement**

*Copyright © SIMS Software 1988 - 2015*

All rights reserved. No part of this publication may be reproduced, transmitted, transcribed, stored on a retrieval system, or translated into any language or computer language, in any form or by any means, electronic, mechanical, magnetic, optical, chemical, manual, or otherwise, without the prior written consent of SIMS Software.

**Trademark Acknowledgments**

Windows, Windows Server 2003/2008, Windows XP, Windows Vista, Windows 7, 8, 8.1, 10 and SQL Server are registered trademarks of Microsoft Corporation.

SIMS, SIMS.NET, and PSQS are registered trademarks of SIMS Software.

**Program License Agreement**

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE OPENING THE PRODUCT PACKAGE. OPENING THE PRODUCT PACKAGE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THEM, YOU SHOULD PROMPTLY RETURN THE PACKAGE. SIMS Software provides this Program and licenses its use. You assume responsibility for the selection of the Program to achieve your intended results, and for the installation, use, and results obtained from the Program. You may:

Either use the Program on a single-computer workstation or in a multi-user network environment, depending on the version of the Program licensed (i.e., single or multi-user version);

Copy the Program into any machine-readable or printed form for legitimate backup or archive purposes. You may not:

Transfer the License, Program, or Documentation to another without the written permission of SIMS Software;

Make alterations, unassemble, decompile, or reverse-engineer the Program in any way;

Grant sub-licenses, leases, or other rights in the Program to others;

Make telecommunication data transmissions of the Program. SIMS Software reserves the right to terminate this license if there is a violation of its terms or default by the licensee. Upon termination, all copies of the Program must be immediately returned to SIMS Software, and the original licensee shall be liable to SIMS Software for any and all damages suffered as a result of the violation or default. The license is effective until terminated. You may terminate it any other time by destroying the Program together with all copies, modifications, and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy the Program together with all copies, in any form.

**Patent, Copyright and Trade Secret Infringement**

SELLER warrants that the Work performed or the Software delivered under this contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or in any foreign country in which the SELLER decides in the future to do business. LICENSOR agrees to defend, indemnify, and hold harmless LICENSEE and its customers from and against any claims, damages, losses, costs, and expenses, including attorneys' fees, arising out of any action by a third party that is based upon a claim that the Software infringes or otherwise violates the intellectual property rights of any person or entity in the United States. To qualify for such a defense and payment, LICENSEE must: (i) give LICENSOR prompt written notice of any such claim; and (ii) allow LICENSOR to control and provide reasonable assistance to LICENSOR at LICENSOR's expense, in the defense and all related settlement negotiations. LICENSOR shall pay all damages finally awarded to third parties which LICENSEE is obligated to pay but shall not be responsible for any compromise made without its consent. Upon notice of an alleged infringement or if in LICENSOR's opinion such a claim is likely, LICENSOR shall have the right, at its option and expense, to obtain the right to continue licensing the Software, substitute other computer software with substantially similar operating capabilities that is non-infringing, or modify the Software so that it is no longer infringing or in the event the prior options are not reasonably available, refund LICENSEE a pro-rata amount of all fees paid by LICENSEE of such Software. LICENSOR SHALL HAVE NO OBLIGATION TO CUSTOMER IF ANY ALLEGED INFRINGEMENT OR CLAIM THEREOF IS BASED UPON THE USE OF THE SOFTWARE IN CONNECTION OR IN COMBINATION WITH EQUIPMENT, DEVICES, OR SOFTWARE NOT DELIVERED BY LICENSOR WHERE SUCH COMBINATION CAUSED THE INFRINGEMENT AND WHERE THE INFRINGEMENT WOULD NOT HAVE OCCURRED FROM LICENSEE'S USE OF THE SOFTWARE ALONE OR USE OF OTHER THAN THE MOST CURRENT RELEASE OF THE SOFTWARE IF SUCH CLAIM WOULD HAVE BEEN PREVENTED BY THE USE OF SUCH RELEASE. THE FOREGOING STATES LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS OF ANY KIND.

***Limitation of Liability***

SIMS Software makes no representations or warranties with respect to the contents hereof and specifically disclaims any implied warranties of merchantability or fitness for any particular purpose. Further, SIMS Software reserves the right to revise this product and to make changes from time to time in the content hereof without obligation of SIMS Software to notify any person of such revision or changes.

***Limited Warranty***

THE PROGRAM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU (AND NOT SIMS SOFTWARE OR AN AUTHORIZED DEALER) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SIMS Software does not warrant that the functions contained in the Program will meet your requirements or that the operation of the Program will be uninterrupted or error free.

However, SIMS Software warrants the media on which the Program is furnished, to be free from defects in materials and workmanship under normal use for a period of thirty (30) days from the date of delivery to you as evidenced by a copy of your receipt.

***Limitation of Remedies***

SIMS Software entire liability and your exclusive remedy shall be:

1. The replacement of any media not meeting SIMS Software's "Limited Warranty" and which is returned to SIMS Software or an authorized dealer with a copy of your receipt; or,
2. If SIMS Software or the dealer is unable to deliver a replacement media which is free of defects in materials or workmanship, you may terminate this Agreement by returning the Program and your money

will be refunded. IN NO EVENT WILL SIMS SOFTWARE BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PROGRAM EVEN IF SIMS SOFTWARE OR AN AUTHORIZED DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. This agreement will be governed by the laws of the State of California.

### 3. 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.

Software supplied under this contract is warranted to be delivered on media that is free from defects in materials and workmanship under normal use for a period of thirty (30) days from the date of delivery, as evidenced by the packing list enclosed with the product. The contractor does not warrant that the functions contained in the software will meet the user's requirements or that the operation of the software will be uninterrupted or error free.

- 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 (858) 481-9292 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 6:00 a.m. to 5:00 p.m Pacific Time.

### 5. SOFTWARE MAINTENANCE

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

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

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

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

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

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

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

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

#### **6. PERIODS OF MAINTENANCE (SIN 132-34)**

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

#### **7. 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 N/A% 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 N/A\* 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 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 132-33, AND SIN 132-34)**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
  - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
  - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
  - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist,

including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

**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), conversion credits which accrued while the earlier version was under a term license 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 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.

**12. 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 (SPECIAL ITEM NUMBER 132-50)**

**1. SCOPE**

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

**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 or online 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, printed and copied two-sided on paper containing 30% postconsumer materials (fiber). 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.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

**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. NONE

## Proposed IT Pricelist

<u>Product ID</u>	<u>SIN</u>	<u>Product Description</u>	<u>GSA Price</u>
		<b>SOFTWARE PRODUCTS FOR WINDOWS</b>	
SIMS-W/S	132-33	SIMS Standalone Workstation Module	\$3,944.69
MAINT-W/S	132-34	Software Product Upgrade Subscription Agreement for Standalone SIMS-W/S (Subscription for 1-year of updates)	\$713.89
UPGRADE-W/S	132-33	SIMS Standalone Module Upgrade (per version, per simultaneous SIMS database user, in lieu of subscription service)	\$387.06
SIMS-W/M	132-33	SIMS Multi-User Workstation Module (per simultaneous SIMS database user, includes client/server software)	\$4,635.87
MAINT-W/M	132-34	Software Product Upgrade Subscription Agreement for Multi-User SIMS-W/M (Subscription for 1-year of updates, per simultaneous SIMS database user, includes client/server software updates)	\$833.37
UPGRADE-W/M	132-33	SIMS Multi-User Module Upgrade (per version, per simultaneous SIMS database user, in lieu of subscription service)	\$447.29
SIMSLITE-W/S	132-33	SIMS Lite Standalone Workstation Module (same as SIMS-W/S with limits of 200 Personnel & 1,000 document records)	\$982.47
MAINTLITE-W/S	132-34	Software Product Upgrade Subscription Agreement for Standalone SIMSLITE-W/S (Subscription for 1-year of updates)	\$176.75
UPGRADELITE-W/S	132-33	SIMS Lite Product Upgrade (per version, in lieu of subscription service)	\$112.56
		<b>MISCELLANEOUS</b>	
LBLPAK	132-33	Pre-Printed Barcode Labels (Code 3 of 9, White for Safes and Personnel, Red for Documents, Minimum Order 1,000)	\$0.05
TRAIN	132-50	2-day SIMS Training Course (per Student, 4 Student Minimum)	\$1,307.08