

GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule 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 are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.

General Purpose Commercial Information
Technology Equipment, Software and Services

FSC GROUP Class 70, STANDARD INDUSTRY GROUP: 70

FSC Product code:

Contractor's name: Manufacturing Automation & Software Systems Inc. (MASS Group Inc.)

Contract number: GS-35F-0145Y

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

Contract period: January 17, 2012 to January 17, 2022

DUNS: 026520416

Voice: (818) 709-1255

Contact: Kaitlin Wood Shaunna Balady

Contractor's internet address/web site where schedule information can be found:
www.massgroup.com

Business size: Small Business

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SIN(s) 132-33, 132-34, 132-12, 132-50

2. Maximum order. \$500,000
N/A

3. Minimum order. \$100.00
\$100.00

4. Geographic coverage (delivery area). Domestic only

5. Point(s) of production (city, county, and State or foreign country).
Chatsworth, CA

6. Discount from list prices or statement of net price.
Discounts reflected in final GSA pricing.
7. Quantity discounts.
N/A
8. Prompt payment terms.
NET 30
- 9a. Government purchase cards are accepted at or below the micro-purchase threshold.
Yes
- 9b. Government purchase cards are accepted above the micro-purchase threshold up to \$5,000 per order
Yes
10. Foreign items (list items by country of origin).
None
- 11a. Time of delivery.
1-60 days depending on project scope
- 11b. Expedited Delivery.
Yes
- 11c. Overnight and 2-day delivery.
Yes
- 11d. Urgent Requirements.
Yes
12. F.O.B. point(s). Destination.
N/A
- 13a. Ordering address. INSERT ADDRESS
21601 Devonshire Street Suite 108
Chatsworth, CA 91311
- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
Email, Fax, Phone
14. Payment address. INSERT ADDRESS.
21601 Devonshire Street Suite 108
Chatsworth, CA 91311
15. Warranty provision.
Yes

16. Export packing charges, if applicable.

N/A

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). None.

None

18. Terms and conditions of rental, maintenance, and repair (if applicable).

Negotiable on a project by project basis

19. Terms and conditions of installation (if applicable).

Negotiable on a project by project basis

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

N/A

20a. Terms and conditions for any other services (if applicable).

Negotiable on a project by project basis

21. List of service and distribution points (if applicable).

Chatsworth, CA

Las Vegas, NV

22. List of participating dealers (if applicable).

N/A

23. Preventive maintenance (if applicable).

Yes

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number.

026520416

26. Contractor is registered in the SAM database.

Yes

**TERMS AND CONDITIONS APPLICABLE TO TERM 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)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

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.

****Contractor is to insert commercial guarantee/warranty clauses.****

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 (800) 842 – 2790 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8AM to 5PM PST Monday thru Friday.

Numbers and Hours

Standard Support Contract

Toll Free

(800) 842 – 2790

Office

(818) 709 – 1255

Monday thru Friday

8AM to 5PM PST

Premium Support Contract

24/7 Support

Toll Free

(800) 842 – 2790

Office (818) 709-1255

5. SOFTWARE MAINTENANCE

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

X 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 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.

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

X 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 TERM LICENSES (SIN 132-32) AND 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. Term licenses and/or maintenance may be discontinued by the ordering activity on ninety (90) 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, 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 ninety (90) 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.

7. 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.

8. SOFTWARE CONVERSIONS - (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.

9. 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.

10. 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 the ordering activity's facility and/or via web based training, 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 ten business days (10) business days 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.
- 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 ten business days (10) business days before the scheduled training date.

5. 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.

6. 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.

7. 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.

SIN	MFR PART NO	GSA OFFER PRICE (exclusive of the .75% IFF)	GSA OFFER PRICE (inclusive of the .75% IFF)
132-33	TME5.XXX-005	\$ 5,625.00	\$ 5,667.51
132-33	TME5.XXX-010	\$ 7,875.00	\$ 7,934.51
132-33	TME5.XXX-015	\$ 10,500.00	\$ 10,579.95
132-33	TME5.XXX-025	\$ 13,125.00	\$ 12,216.62
132-33	TME5.XXX-050	\$ 18,750.00	\$ 18,891.69
132-34	TME5.XXX005-H-A	\$ 1,406.00	\$ 1,416.62
132-34	TME5.XXX-010-H-A	\$ 1,969.00	\$ 1,983.88
132-34	TME5.XXX-015-H-A	\$ 2,625.00	\$ 2,644.84
132-34	TME5.XXX-025-H-A	\$ 3,281.00	\$ 3,305.79
132-34	TME5.XXX-050-H-A	\$ 4,688.00	\$ 4,723.43
132-34	TME5.XXX-005-M	\$ 1,406.25	\$ 1,416.88
132-34	TME5.XXX-010-M	\$ 1,969.00	\$ 1,983.88
132-34	TME5.XXX-015-M	\$ 2,625.00	\$ 2,644.84
132-34	TME5.XXX-025-M	\$ 3,281.25	\$ 3,306.05
132-34	TME5.XXX-050-M	\$ 4,688.00	\$ 4,723.43
132-50	TME5.XXX-T	\$ 3,500.00	\$ 3,526.45
132-33	TME5.XXX-005-B	\$ 10,531.00	\$ 10,610.58
132-33	TME5.XXX-010-B	\$ 13,344.00	\$ 13,444.84
132-33	TME5.XXX-015-B	\$ 16,625.00	\$ 16,750.63
132-33	TME5.XXX-025-B	\$ 19,906.00	\$ 20,056.42
132-33	TME5.XXX-050-B	\$ 26,938.00	\$ 27,141.56
132-33	TMECLIENTS-5	\$ 3,937.00	\$ 3,966.75
132-33	TMEASSETS-1K	\$ 592.00	\$ 587.56
132-33	TMEASSETS-5K	\$ 3,376.00	\$ 3,401.51
132-12	TMEASSETS-10K	\$ 5,626.00	\$ 5,668.51
132-12	TME-C5.XXX-05	\$ 3,750.00	\$ 3,778.34

132-12	TME-C5.XXX-005-H-M	\$ 281.00	\$ 283.12
132-33	TME-C5.XXX-010	\$ 5,250.00	\$ 5,289.67
132-12	TME-C5.XXX-010-H-M	\$ 356.00	\$ 358.69
132-12	TME-C5.XXX-015	\$ 7,875.00	\$ 7,934.51
132-33	TME-C5.XXX-015-H-M	\$ 431.00	\$ 434.26
132-12	TME-C5.XXX-025	\$ 10,500.00	\$ 10,579.35
132-33	TME-C5.XXX-025-H-M	\$ 506.00	\$ 509.82
132-34	TME-C5.XXX-050	\$ 15,750.00	\$ 15,869.02
132-12	TME-C5.XXX-050-H-M	\$ 581.00	\$ 585.39
132-33	TME-C5.XXX-005-H-A	\$ 7,122.00	\$ 7,175.82
132-33	TME-C5.XXX-010-H-A	\$ 9,522.00	\$ 9,593.95
132-33	TME-C5.XXX-015-H-A	\$ 13,047.00	\$ 13,145.59
132-33	TME-C5.XXX-025-H-A	\$ 16,572.00	\$ 16,697.23
132-33	TME-C5.XXX-050-H-A	\$ 22,722.00	\$ 22,893.70
132-12	TME-CCLIENTS-5-H-A	\$ 3,825.00	\$ 3,853.90
132-12	TME-CCLIENTS-5-H-A	\$ 2,625.00	\$ 2,644.84
132-12	TME-CCLIENTS-5-H-M	\$ 100.00	\$ 100.76
132-50	TME-TRAINSETUP-001	\$ 2,625.00	\$ 2,644.84
132-50	FSTRAINING-002	\$ 375.00	\$ 377.83
132-50	FSTRAINING-003	\$ 1,875.00	\$ 1,889.17
132-33	FSCUSTOMIZE-003	\$ 1,462.00	\$ 1,473.05
132-12	TME-MM-MOD	\$ 3,500.00	\$ 1,526.45
132-33	TME-IMM-MOD	\$ 3,500.00	\$ 1,526.45
132-33	TME-PM-MOD	\$ 3,500.00	\$ 1,526.45
132-33	TME-DC-MOD	\$ 3,500.00	\$ 1,526.45
132-33	TME-CK-MOD	\$ 3,500.00	\$ 1,526.45

132-33	TME-PR-MOD	\$ 3,500.00	\$ 1,526.45
132-33	TME-SPC-MOD	\$ 3,500.00	\$ 1,526.45