



# **AssetSmart**<sup>®</sup>

*smart asset management software*

## **PMS Systems Corporation dba AssetSmart**

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**Contract Number:** GS-35F-0298V  
**Business Size:** Small Veteran-Owned Business  
**Contract Period:** March 12, 2009 – March 11, 2019  
**Modification:** PO-0014 effective 2/23/2016

**General Services Administration - Federal Acquisition Service**  
**Authorized Federal Supply Schedule PRICELIST**  
**Schedule Contract 70 – General Purpose Commercial Information Technology Equipment, Software & Services**

**SIN 132-33 PERPETUAL SOFTWARE LICENSES**  
FSC Class: 7030 - Information Technology Software  
**SIN 132-34 MAINTENANCE OF SOFTWARE**  
**SIN 132-50 CLASSROOM TRAINING**  
**SIN 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**  
**SIN 132-51 STLOC, SIN 132-51 RC**  
FSC/PSC Class D311 ADP Data Conversion Services  
FSC/PSC Class D399 Other Information ADP & Telecommunications Services

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

*Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>*

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# INFORMATION FOR ALL ORDERING ACTIVITIES (Applicable to all 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.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.fss.gsa.gov](http://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. ORDERING ADDRESS AND PAYMENT INFORMATION**

### ORDERING INFORMATION:

- a. For mailed orders, the postal mailing address where written orders will be received is as follows:

PMS Systems Corporation dba AssetSmart  
ATTN: Christopher Campbell, President and CEO  
26707 AGOURA RD. STE 201  
CALABASAS, CA 91302-3838

- b. For orders by facsimile transmission, the point of contact is:

Christopher Campbell, President and CEO  
Fax Number: (310) 450.1311

PMS Systems Corporation dba AssetSmart is required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery

orders. Government purchase cards will NOT be acceptable for payment above the micro-purchase threshold. 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 agencies to obtain technical and/or ordering assistance:

TECHNICAL AND/OR ORDERING ASSISTANCE:

Christopher Campbell, President and CEO  
Telephone: (310) 450.2566

**3. LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to Government personnel or damage to Government 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. STATISTICAL 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: 07-225-7314

Block 30: Type of Contractor – B. Other Small Business (Veteran Owned)

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 95-2746393

**4a. CAGE Code:** 7M804

**4b. CENTRAL CONTRACTOR REGISTRATION**

PMS Systems Corporation dba AssetSmart has registered with the Central Contractor Registration Database.

**5. FOB Destination**

It is expected that all Information Technology Professional Services described herein will be performed either at a PMS Systems Corporation dba AssetSmart facility or at a government-designated facility. Place of performance shall be designated on the purchase order or in the Statement of Work.

**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:

SPECIAL ITEM NUMBER DELIVERY TIME (Days ARO)

SIN 132-33	15-30 business days
SIN 132-34	Not Applicable
SIN 132-50	15-30 days
SIN 132-51	15-30 days

**b. URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies 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 agency, 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: None
- b. Quantity: Multi-site discount: 20%; Multi-module discount (two modules): 10%, three modules: 20%; Reference Site Discount: 20%.
- c. Dollar Volume: AssetSmart reserves the right to offer discounts in those cases where the value of an order exceeds \$1,000,000 for SINS 132-33, 132-50 and 132-51 or when business conditions warrant.
- d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.

**8. TRADE AGREEMENT 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**

Not applicable for services offered herein.

**10. SMALL REQUIREMENTS**

The minimum dollar value of orders to be issued is \$100.

**11. MAXIMUM ORDER THRESHOLD**

The Maximum Order value for the following SINS is:  
 Special Item Number 132-33 Perpetual Software Licenses \$500,000  
 Special Item Number 132-34 Maintenance of Software \$500,000  
 Special Item Number 132-50 Classroom Training \$25,000  
 Special Item Number 132-51 Information Technology Professional Services \$500,000

**12. USE OF FEDERAL ACQUISITION SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS**

In accordance with FAR 8.404: Special ordering procedures have been established for Special Item Numbers (SINS) 132-51 IT Professional Services; refer to the terms and conditions applicable to Information Technology (IT) Professional Services (SIN 132-51).

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

- a. Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider--
  - (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
  - (2) Trade-in considerations;
  - (3) Probable life of the item selected as compared with that of a comparable item;
  - (4) Warranty considerations;
  - (5) Maintenance availability;

- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.
- c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--
  - Review additional Schedule Contractors'
    - (1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
    - (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s)
      - appearing to provide the best value (considering price and other factors); and
    - (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
  - (2) Offer the lowest price available under the contract; or
  - (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).
- d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
  - e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.
  - f. Small business. For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
  - g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

### **13. FEDERAL INFORMATION TECHNOLOGY/ TELECOMMUNICATION STANDARDS REQUIREMENTS**

Federal departments and agencies 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 offices, 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 2001)**

- (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. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (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 OFFICES**

Any ordering office, 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 Government's convenience, and (m) Termination for Cause (See C.1.)

**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 (ex.: 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.

For administrative convenience, an ordering office 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 office-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:

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government 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)**

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature.

**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, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, 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 receive 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 requisitioning 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). PMS Systems Corporation is not a Section 508 compliant company at this time. The EIT standard can be found at: [www.Section508.gov/](http://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 a Federal Agency, shall follow the terms of the applicable schedule and authorization and include with each order – (a) \_\_\_\_\_ A copy of the authorization from the Agency 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)

## ABOUT ASSETSMART

### Company

Founded more than 35 years ago, AssetSmart is a leader in global asset management technology working with clients in the defense, aerospace, electronics, manufacturing, calibration, weights and measures, federal contractor, and Fortune 1000 markets.

AssetSmart offers a complete suite of applications designed to help organizations support a strategic asset management initiative across the enterprise, maximizing asset utilization and redeployment. Our solutions enable organizations to employ asset planning and optimization processes and implement strategic redeployment methodologies in order to maximize resource and capital investments.

AssetSmart exclusively develops, owns and controls all AssetSmart products. We do not outsource or "offshore" our development or helpdesk operations.



### THE AssetSmart Advantage

- Fully-integrated, enterprise-level application
- Comprehensive, modular-based applications cover all aspects of asset management
- Enables adoption of industry leading practices
- Open community architecture and role-based permissions supports all potential users throughout the enterprise
- Structured cataloging promotes accurate data across the enterprise
- Database partitioning supports a global deployment while providing individual business or location unit flexibility and security
- Open standards-based architecture enables a rapid, straightforward self-implementation
- Worldwide web-based accessibility

## Products

To streamline and optimize complex business processes, today's organizations must support a strategic asset management initiative across the enterprise. This means it is not enough to simply track assets and property. Rather, today's organizations must employ asset planning and optimization, incorporate calibration and maintenance management, implement strategic redeployment methodologies and include structured cataloging processes in order to maximize resource and capital investments.

AssetSmart is the leading provider of integrated, enterprise-wide asset management software, which addresses all phases of asset management and handles all categories of equipment. Developed using best practices gleaned over generations of asset management application design and implementation, AssetSmart is deployed in six of the top ten government contractors' organizations, making it one of the most widely used asset management solutions on the market today.

AssetSmart offers several modules which can be used in conjunction with each other or as stand-alone solutions:

- SMART|PEMS – Property Equipment Management System
- SMART|PBO – Planning, Budgeting and Ordering
- SMART|CMS – Calibration Management System
- SMART|TMAS – Tools, Materials and Spares
- SMART|ENCATS – Enterprise Cataloging System
- SMART|UID – Unique Identifier
- SMART|PT – Package Tracking
- SMART|PCART – Plant Clearance and Record Tracking

## Working with Federal Government Contractors

AssetSmart® is the leading provider of FAR-compliant solutions for government property and material management to federal government contractors. A significant number of the largest government contracting organizations have deployed AssetSmart software to meet their requirements for management of property and material on government contracts. In most cases, the best practices and comprehensive asset management processes supported by AssetSmart have led our customers to also manage their company, leased, and customer-owned assets within the same system.



## **Working with Aerospace and Defense Industry**

Because of the complex and mission-critical nature of their work, aerospace and defense companies have a unique need for fully-integrated, global asset management, maintenance and calibration products. AssetSmart has a forty-year track record helping top aerospace companies maximize the value, ensure the availability and enhance the quality of existing assets, tools and materials used in support of manufacturing, transportation, maintenance, calibration and service. Key benefits include:

- Increases competitive advantage by enabling the adoption of best principals and practices for true asset management
- Delivers substantial cost savings ad process improvement benefits by reducing asset downtime, maintenance and management costs
- Improves asset management and maintenance visibility at all levels of the organization by providing all asset-related information from a single application interface
- Maximizes quality assurance of parts and tools
- Optimizes value of assets and resources by ensuring accurate recordkeeping and reporting

For more information – visit our site at [www.assetsmart.com](http://www.assetsmart.com)

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (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. GUARANTEE/WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in Appendix A - [PMS Systems Corporation dba Asset Smart commercial software license](#) and Appendix B - [Maintenance Service agreement](#) will apply to this contract.

[See Warranty and Acceptance\(page 11\) in Appendix A - PMS Systems Corporation License Agreement.](#)

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.

[See Limitation of Liability\(page 12\) in Appendix A - PMS Systems Corporation License Agreement.](#)

**3. TECHNICAL SERVICES**

[PMS Systems Corporation dba Asset Smart](#) without additional charge to the ordering activity, shall provide a hot line technical support number given to the ordering agency at time of purchase for the purpose of providing user set-up assistance and guidance in the implementation of the software. The technical support number \_\_\_\_\_ is available between 7:00am and 6:00pm (Pacific Standard Time) Monday through Friday (excluding holidays) per the warranty provisions of the license agreement.

**4. SOFTWARE MAINTENANCE**

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

  X   1. Software Maintenance as a Product

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.

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## 2. Software Maintenance as a Service

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 TERM LICENSES (132-32) AND MAINTENANCE (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 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 (Not Applicable)

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 (Not Applicable)**

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

## **8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 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.

#### **9. SOFTWARE CONVERSIONS - (132-32 AND 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.

#### **10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

See description of products and pricing offered under these SINs by the contractor to the government below.

#### **11. RIGHT-TO-COPY PRICING**

[See the following information in Appendix A -PMS Systems Corporation License Agreement:](#)

- [Data Rights Legends and Identification \(page 9 -10\)](#)
- [Patent and Copyright \(page 10 -11\)](#)

## PRICING

### SIN 132-33 Perpetual Software Licenses

For more detailed product information on the software offered by AssetSmart visit our website at [www.assetsmart.com](http://www.assetsmart.com) where you can download product brochures or contact us at 310.450.2566.

\* Refer to Appendix C – Pricing notes for further clarification on the pricing options and definitions of the items presented below.

#### I. SMART|AMIIX (Mobile Inventory Management Module)

SMART|AMIIX™ (Mobile Scanning Software) is a server-based management module that allows for real-time status tracking of unlimited working inventory sets. Compatible with Oracle and SQL Server, this integrated mobile solution runs completely hardware independent, as a disconnected (or connected) operation model. When inventory is completed, SMART|AMIIX™ seamlessly uploads data back to the server, allowing for full online review and approval.

With SMART|AMIIX™, organizations can simplify their life cycle asset management and maximize utilization of idle resources.

Item	Description	Small Site	Large Site	Enterprise
<b>Standard Application Software</b>				
AS-AMX-APP	Base Application	\$24,685.14	\$49,370.28	\$74,055.42
AS-AMX-SE	Base Server Application	Included	Included	Included
AS-AMX-SCL	Scanner License per Mobile seat	\$493.70	\$493.70	\$493.70
<b>Feature Options</b>				
AS-AMX-PEM	SMART PEM Interface	\$5,924.43	\$11,848.87	\$14,811.08
AS-AMX-TMS	SMART TMS Interface	\$5,924.43	\$11,848.87	\$14,811.08
AS-AMX-ETS	SMART ETC (CMS) Interface	\$5,924.43	\$11,848.87	\$14,811.08
AS-AMX-MT	Movement Tracking Interface	\$4,937.03	\$11,848.87	\$14,811.08

#### II. SMART|PEMS (Property and Equipment Management System)

Developed using best practices gleaned over generations of asset management application design and implementation, SMART|PEMS (Property and Equipment Management System) delivers substantial cost savings and process improvement benefits to organizations looking to embrace the principles of true asset management across their enterprise. The application offers comprehensive tracking and management of both company and government property, reducing asset downtime, maintenance and management costs and increasing asset utilization and redeployment. The sophisticated software integrates critical, real-time data into a single data repository, empowering managers and end-users to make informed decisions about asset management. Supporting all government reporting requirements, SMART|PEMS optimizes the lifetime value of assets and standardizes business processes.

Item	Description	Small Site	Large Site	Enterprise
<b>Standard Application Software</b>				
AS-PEM-APP	Base Application	\$49,367.50	\$74,051.25	\$123,418.75
<b>Feature Options</b>				

AS-PEM-PMOS	Property Move Order/Shipping Module	\$7,405.13	\$9,873.50	\$24,683.75
AS-PEM-STO	Special Tooling Options	\$7,405.13	\$9,873.50	\$24,683.75
AS-PEM-OHP	Online History Pack (includes AS-PEM-AHO, and –THO)	\$4,936.75	\$7,405.13	\$9,873.50
AS-PEM-MCUF	Mass Change Update Facility	\$4,936.75	\$7,405.13	\$9,873.50
AS-PEM-IT	IT Asset Management Option	\$4,936.75	\$7,405.13	\$9,873.50
AS-PEM-PRV	Reservation Tracking	\$3,702.56	\$4,936.75	\$7,405.13
AS-PEM-TSQ	External Transaction Sequencing Option	\$3,702.56	\$4,936.75	\$7,405.13
AS-PEM-NPR	NASA 1018 Reporting	\$4,936.75	\$7,405.13	\$9,873.50
AS-PEM-AEM	Advanced Equipment Management	\$9,873.50	\$14,810.25	\$24,683.75
AS-PEM-1149	DD1149 Form Interace (Requires AS-PEM-POS)	\$3,702.56	\$4,936.75	\$7,405.13
AS-PEM-PCAR	PCARSS Interface	\$4,936.75	\$7,405.13	\$9,873.50
AS-PEM-1662	DD1662 Form Reporting	\$4,936.75	\$7,405.13	\$9,873.50
AS-PEM-IUIDR	Item Unique Identifier Registry Interface	\$14,810.25	\$19,747.00	\$24,683.75
AS-PEM-PUT	Property Cross-Utilization Tracking	\$4,936.75	\$7,405.13	\$9,873.50
AS-PEM-MAT	Maintenance Tracking	\$7,405.13	\$9,873.50	\$24,683.75
AS-PEM-120	Standard Form SF120 Interface	\$3,702.77	\$4,937.03	\$7,405.54
AS-PEM-123	Standard Form SF123 Interface	\$3,702.77	\$4,937.03	\$7,405.54

### III. SMART|CMS (Calibration/Repair Management System)

SMART|CMS (Calibration Repair/Management System) is a highly-evolved enterprise calibration system designed to assist calibration labs and in-house calibration departments in enhancing customer service, improving accuracy, and integrating internal processes.

Item	Description	Small Site	Large Site	Enterprise
<b>Standard Application Software</b>				
AS-CMS-APP	Base Application	\$44,430.75	\$83,924.75	\$143,165.75
<b>Feature Options</b>				
AS-CMS-WPK	Work Order Option Pack	Included	Included	Included
AS-CMS-CSM	Calibration Standard Plan Option	\$4,936.75	\$9,873.50	\$19,747.00
AS-CMS-OHP	Online History Pack (includes AS-CMS-AHO, and –THO)	\$4,936.75	\$7,405.13	\$9,873.50

### IV. SMART|TMAS (Tools, Materials and Spares)

The SMART|TMAS (Tools, Materials and Spares) system provides real-time tracking of issues and returns of hand tools and measurement instruments from support cribs; receipt and issues of MRO and R&D expendable support materials; and integrated spare parts support for calibration and maintenance activities.

Item	Description	Small Site	Large Site	Enterprise
<b>Standard Application Software</b>				
AS-TMAS-APP	Base Application	\$29,620.50	\$74,051.25	\$123,418.75
<b>Feature Options</b>				
AS-TMAS-OHP	Online History Pack	\$4,936.75	\$7,405.13	\$9,873.50
AS-TMAS-PMOS	Move-Order/Shipping Module	\$4,936.75	\$7,405.13	\$9,873.50

## V. SMART|PBO (Planning, Budgeting and Ordering)

SMART|PBO (Planning, Budgeting and Ordering Module) integrates the critical processes of planning, budgeting and ordering within the asset management lifecycle, helping to maximize the lifetime value of assets by increasing asset utilization and redeployment.

SMART|PBO is a robust solution for planning, budgeting, authorizing, expenditure tracking and order tracking of all capital/expense asset acquisitions. Through its seamless integration with both SMART|PEMS (for assets, controlled property and tooling) and with SMART|TMS (for material, expendables and spare parts), SMART|PBO provides a seamless database solution in contrast to the Excel spreadsheet quagmire or ad-hoc decision-making that so many companies face today.

Item	Description	Small Site	Large Site	Enterprise
<b>Standard Application Software</b>				
AS-PBO-APP	Base Application	\$9,873.50	\$34,557.25	\$74,051.25
<b>Feature Options</b>				
AS-PBO-PBT	Budget Tracking Option	\$2,468.38	\$7,405.13	\$9,873.50
AS-PBO-POT	Order Tracking Option	\$2,468.38	\$7,405.13	\$9,873.50

## VI. SMART|ENCATS® (Enterprise Cataloging Software)

SMART|ENCATS (Enterprise Cataloging Software) translates freeform asset descriptions into standardized manufacturer, model number and description formats, ensuring that your organization's data is accurate and clean.

Item	Description	Small Site	Large Site	Enterprise
<b>Standard Application Software</b>				
AS-ENCATS-APP	Base Application	\$24,683.75	\$49,367.50	\$74,051.25

## VII. SMART|SYS (System Facilities Options)

Item	Description	Small Site	Large Site	Enterprise
AS-SF-BAPI	Base Application Integration Support	\$4,936.75	\$7,405.13	\$9,873.50
AS-SF-GFO	Multiple Facilities Option	\$4,936.75	\$9,873.50	\$24,683.75
AS-SF-GSO	Global Security Option	\$4,936.75	\$14,810.25	\$24,683.75
AS-SF-ASM	Application Security Management	Included	Included	Included
AS-SF-OLRG	Online Report Generator	Included	Included	Included
AS-SF-RTF	Reference Table Facility	Included	Included	Included
AS-SF-TLOG	System Transaction Register/Log Facility	Included	Included	Included
AS-SF-AF	Archiving Facility	Included	Included	Included
AS-SF-SSO	Single Sign-On	\$2,468.38	\$3,455.73	\$4,443.08

## VIII. SMART|ECDS (Enterprise Catalog Data Services)

Item	Description	Price
AS-ECDS-SCDB	Standard Catalog Data Base (one-time charge)	\$19,747.00
AS-ECDS-CIIF	Customer Inventory Interface File Setup Services	\$2,468.38
	Catalog Data Conversion Services	
AS-ECDS-CDC-BASC	Basic Model Codes for each model type _____@	\$4.44

AS-ECDS-CDC-PERF	Performance Data for each model type _____ @	\$6.42
AS-ECDS-CDC-ANLY	Analysis Coding per asset _____ @	\$0.247
AS-ECDS-CDC-ASTI	Asset Item Coding per asset _____ @	\$1.48

### IX. System Configuration Options

Item	Description	Small Site	Large Site	Enterprise
AS-SC-PS	Basic Platform Support	Included	Included	Included
AS-SC-WEB	Web Platform Support	\$14,810.25	\$24,683.75	\$49,367.50

### X. Add Additional Sites to Site or Enterprise License

Item	Description	Small Site	Large Site	Enterprise
AS-AD-SITES	Each Site: Add % to Total Software Value	N/A	N/A	10.00%
AS-AD-SATS	Each Satellite: Add % to Total Software Value	1.00%	2.50%	5.00%

### XI. User License

Item	Description	Small Site	Large Site	Enterprise
AS-USL-WWNU	Named User License (EA) (3 or more modules)	\$493.68	\$740.51	\$987.35
	Single Application (EA)	\$197.47	\$370.26	\$493.68
AS-USL-NCCU	Net Concurrent User License (EA) (3 or more modules)	\$740.51	\$987.35	\$1,974.70
	Single Application (EA)	\$296.21	\$493.68	\$987.35
AS-USL-UNLMT	Unlimited (100 or more) Concurrent User License	N/A	N/A	\$197,470

## SIN 132-34 Maintenance of Software

For more detailed information on the maintenance renewal policy and support packages refer to Appendix B.

### Maintenance (First Year) – Standard Software

#### Warranty/Maintenance Support

Item	Description	Price
AS-WM-GLS	Gold Support	
	Base Installed Software @ 16%	\$
AS-WM-PLS	Platinum Support	
	Base Installed Software @18.5%	\$
AS-WM-DIA	Diamond Support	
	Base Installed Software @21%	\$
AS-WM-AFP	Add Additional Support Focal Point	
	Base Installed Software @1%	\$

**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 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.

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## PRICING

### SIN 132-50 Classroom Training

Item	Description	Price
AS-OSS-BTI	Training – 1 day (8 hours)	\$2,468.38
	<i>Course Programs Include:</i>	
	Technical Training	
	User Training	
	Application Training (Installation & Configuration)	
	System Administrator Training	
	Train the Trainer Training	

Maximum number of Students per class: 10

Half-day sessions conducted at customer facilities are charged at the full day rate; however, two half-day sessions may be conducted on the same day for the daily rate if arranged and approved by AssetSmart beforehand.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND ELECTRONIC COMMERCE  
(EC) SERVICES (SPECIAL ITEM NUMBER 132-52)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

**5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to

minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

The Inspection of Services-Fixed Price (AUG 1996) (Deviation - May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) (Deviation - May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation - May 2003) Rights in Data - General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

## **9. INDEPENDENT CONTRACTOR**

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

#### **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

#### **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

#### **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

#### **14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

#### **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

**16. DESCRIPTION OF IT SERVICES AND PRICING**

Installation, customization, project management, data mapping and conversion and other IT consulting services will be provided as requested and authorized by the government buyer. Unless otherwise negotiated beforehand on a case-by-case fixed-price basis, any authorized extended services will be billed at the following rates:

Labor Category	Hourly Rate
Executive Consultant	\$197.47
Senior Property System Consultant	\$177.72
Senior Programmer/Analyst	\$148.10

\*Onsite (customer facility) visits are subject to a 4-hour minimum charge. Offsite (AssetSmart facility) labor will be billed in ½ hour increments.

**Executive Consultant**

*Minimum/General Experience:* This position requires a minimum of ten years experience supporting asset management and/or financial data models and business processes in large-scale environments, including information systems development, functional and data requirements analysis, systems analysis and design, infrastructure configuration, process engineering, data migration, training support and documentation preparation. Demonstrated experience in the client/server environment. Proven managerial and supervisory skills. Demonstrated exceptional written and oral communications skills, including giving formal presentations to different audiences for training applications (users, train-the-trainer, etc). Must demonstrate the ability to work independently or under only general direction.

*Functional Responsibilities:* Applies an enterprise-wide set of disciplines for the planning, analysis, design and construction of asset management and/or financial data model systems on an enterprise-wide basis or across a major sector of the enterprise. Responsible for delivery, install and configuration of AssetSmart software within the client information technology infrastructure. Develops analytical and computational techniques and methodology for problem solutions and conformance with client’s IT requirements. Performs enterprise wide strategic systems planning, business information planning, business and analysis. Constructs project plan, including schedule milestones, resource allocations and budgetary estimates.

*Minimum Educational Requirements:* A Bachelor’s degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, management, natural sciences, social sciences, mathematics or business/finance. Completed internal corporate certification programs.

*Education and experience requirements may be substituted with:*

No degree and fifteen years of general experience of which at least ten years must be specialized experience.

### **Senior Property System Consultant**

*Minimum/General Experience:* This position requires a minimum of seven years experience supporting installation, implementation and/or ongoing operation of asset management and/or financial applications in large-scale environments, under a client/server and/or Web architecture, and a relational database model.

Specialized experience includes: configuring application reference/validation tables, menus, and screens in accordance with functional solution design, mapping, cleansing and migrating data, configuration support and security scanning of multiple server environments, analysis and design of business applications on complex systems for large-scale computers, data base management, use of programming languages, and/or DBMS. Knowledge of current storage and retrieval methods and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs. General experience includes increasing responsibilities in assignments of a technical nature. Proven ability to work independently or under only general direction on complex application problems involving all phases of systems analysis is required.

*Functional Responsibilities:* Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. Coordinates with appropriate levels to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. When required, provides daily supervision and direction to support staff.

*Minimum Educational Requirements:* A Bachelor's degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, management, natural sciences, social sciences, mathematics or business/finance.

*Education requirements may be substituted with:*

No degree and twelve years of general experience of which at least seven years must be specialized experience.

### **Senior Programmer/Analyst**

*Minimum/General Experience:* This position requires a minimum of five years experience analyzing and developing business applications under a client/server and/or Web architecture, and a relational database model. Specialized experience includes: experience as an applications programmer on data base management systems, knowledge of computer equipment and ability to develop complex software to satisfy design objectives. Demonstrated ability to work independently or under only general direction.

*Functional Responsibilities:* Analyzes, develops, documents and delivers elaborate custom functionality for the management of large volumes of assets per the client's business

requirements. Configures application reference/validation tables/menus and screens in accordance with client IT requirements. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Supports go-live and post go-live activities.

*Minimum Educational Requirements:* A Bachelor's degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, management, natural sciences, social sciences, mathematics or business/finance.

*Education and experience requirements may be substituted with:*

No degree and nine years of general experience of which at least five years must be specialized experience.

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

### **PREAMBLE**

PMS Systems Corporation dba AssetSmart 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

ATTN: Christopher Campbell, President  
26707 AGOURA RD. STE 201  
CALABASAS, CA 91302-3838

Telephone : (310) 450.2566  
Fax Number: (310) 450.1311



BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, 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.

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## **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.

## APPENDIX A

### Maintenance Renewal Policy and Fee Schedule

Effective 1 January 2008

#### A. Software

Annual funded software maintenance is available at the following service levels based on a percentage of the installed price of the product:

<u>Level</u>	<u>Annual Fee</u>
Gold	16%
Platinum	18.5%
Diamond	21%

The above rates are based upon Net 30 day payment terms. For terms longer than 30 days, add one (1) percentage point to the above rate.

#### Catalog Data

##### Replacement Updates

Five percent of catalog value or \$ 2,500.00 whichever is greater, with a maximum of \$9,500.00.

##### Dual Use Facility (DUF Updates)

Six percent of catalog value or \$ 3,000.00 whichever is greater, with a maximum of \$9,500.00

Notes:

1. Gold service includes unlimited telephone support 7:00 AM to 6:00 PM PST M-F per the warranty provisions of the License Agreement. Platinum support includes dial-up diagnostic and electronic corrective support (option), and 24x7 hotline availability. Diamond support includes source code escrow maintenance. Platinum support or higher is required where customization is supported. Maintenance is calculated on the basis of total value delivered, including customized software.

Standard maintenance pricing assumes no more than two (2) Licensee support focal points or liaisons, i.e., one primary and one alternate, per licensed production copy. A support focal point is defined as the cognizant Licensee analyst responsible for routinely interacting with Licensee end-users; documenting, tracking, and coordinating AssetSmart Help Desk support requests; and receiving AssetSmart transmittals including usage guidelines or procedural clarifications, patches, release upgrades, and documentation updates. Standard maintenance support does not include regular contact with end-users: A designated Licensee focal point shall be the main point-of-contact between AssetSmart and Licensee for all support communications. On an as-needed basis, AssetSmart or Licensee may request assistance from other specialists such as senior end-users, server administrators (sysadmin), database administrators (DBA), network engineers, or webmasters; however, the designated focal point(s) will at all times oversee and participate in the interaction of any such other Licensee personnel with AssetSmart. Additional focal points may be authorized by extra surcharge of 1% additional maintenance rate per individual.

Please note that you may choose between three different levels of maintenance support: Gold, Platinum, or Diamond. However, if future customization is currently installed or anticipated in the future, then at least platinum maintenance support is required.

2. Maintenance & support of standard software includes customer support, warranty repair and general upkeep for all covered software components to maintain compatibility with new application software, system software/operating system software releases.
3. Maintenance & support as defined above does not include the incorporation of new design features into AssetSmart customized software components. This service is beyond the scope of normal software maintenance services and will be negotiated individually on a case by case basis. However Platinum and Diamond support includes the upgrading of customized software to remain compatible with new major releases that are shipped to the customer.
4. "Installed Software Value" represents the total value of installed application and utility software delivered by AssetSmart based on AssetSmart Systems published list prices at the time of renewal or as changed under a customization agreement.

5. A "Maintenance Year" is a twelve-month period following the expiration of the original product warranty or a subsequent renewal term. A "Maintenance Year" does not always correspond to a single calendar year.
6. Lapsed Software and/or data maintenance can be reinstated for the remainder of the maintenance year for the noted charges, under the following conditions:
  - (a) With a reinstatement charge of one hundred ten percent (110%) of the regular maintenance renewal charge if payment of the full amount is received within ninety (90) days after the expiration date.
  - (b) With a reinstatement charge equal to two-hundred percent (200%) of the regular maintenance renewal charge upon receipt of payment of the full amount more than ninety (90) days but less than one year (365 days) after the date of expiration.
  - (c) Upon expiration of any maintenance agreement past one year, reinstatement requires reinstallation of a new system at current list prices.
  - (d) In all cases the "full amount" means the charges for the entire current maintenance year or other renewal period as specified in the funded Maintenance Agreement then in effect.
7. Unless explicit written arrangements to the contrary are made with AssetSmart prior to the expiration date, all Maintenance Agreements shall be in effect for the duration of one full year, and all applicable maintenance fees shall be payable in advance. Maintenance Agreement renewals may not be pro-rated or post-dated without the written approval of AssetSmart.
8. Prices quoted are based on established catalog prices of a commercial product sold in substantial quantities to the general public.
9. Prices quoted are no more than those prices charged AssetSmart's most favored customers including the United States Government for like products, services, terms and conditions.
10. An extended-maintenance surcharge of 2.5% applies where customers have elected to not implement the current "mainstream" AssetSmart product version, and instead continues to operate under a back-level software configuration. As of 1 January 2008, all releases prior to 3.5.1 are considered back-level and subject to this surcharge.
11. Payment terms are Net 30 from date of AssetSmart invoice or original due date as specified per contractual agreement, whichever is earlier. Payment(s) may be remitted by check or electronic funds transfer only; AssetSmart cannot accept credit card payments at this time.
12. Prices do not include sales tax, if applicable.

## APPENDIX B

### Notes to Price Proposal:

1. Prices are valid for ninety (90) days. After expiration and non-acceptance by the Buyer, AssetSmart reserves the right to change prices, items and conditions in accordance with changing market conditions. The written offer represents the sole commitment by AssetSmart and no verbal representations to the contrary are to be considered or included. Unless otherwise expressed in writing, this Proposal supersedes any prior offers or discounts, which are hereby rendered null and void.
2. Payment terms are Net 30 from date of AssetSmart invoice or original due date as specified per contractual agreement, whichever is earlier, in accordance with the Charges section of the License Agreement. Payment(s) may be remitted by check or electronic funds transfer only; AssetSmart cannot accept credit card payments at this time.
3. Installation, customization, project management, data mapping and conversion, or consulting services will be provided as requested and authorized by Buyer. Unless otherwise negotiated beforehand on a case-by-case fixed-price basis, any authorized extended services will be billed at the following rates:
  - A. Executive Consultant.....\$ 200.00 / hour
  - B. Senior Property System Consultant.....\$ 180.00 / hour
  - C. Senior Programmer/Analyst.....\$ 150.00 / hour

Onsite (Customer facility) visits are subject to a 4-hour minimum charge. Offsite (AssetSmart facility) labor will be billed in ½ hour increments.

#### Qualifications:

##### A. Executive Consultant

Bachelors Degree and minimum of ten years experience supporting asset management and/or financial data models and business processes in large-scale environments. No degree and fifteen years of experience may be substituted.

##### B. Senior Property Systems Consultant

Bachelors Degree and minimum of seven years experience supporting installation, implementation and/or ongoing operation of asset management and/or financial applications in large-scale environments, under a client/server and/or Web architecture, and a relational database model. No degree and twelve years of experience may be substituted.

##### C. Senior Programmer/Analyst

Bachelors Degree and minimum of five years experience analyzing and developing business applications under a client/server and/or Web architecture, and a relational database model. No degree and nine years of experience may be substituted.

4. Charges for training classes are \$2,500 per day for a maximum of 10 students. Half-day sessions conducted at Buyer facilities are charged at the full day rate; however, two half-day sessions may be conducted on the same day for the daily rate if arranged and approved by AssetSmart beforehand.
5. Travel and living expenses involved in onsite visits will be billed at actual costs as incurred by AssetSmart personnel for all onsite support activities. For customer sites within driving distance of AssetSmart facilities, ground travel time within Los Angeles County is included. Travel outside of Los Angeles County is subject to a one-way travel time charge of actual travel time, not to exceed eight hours. For customer sites beyond reasonable driving distance, unrestricted coach class airline travel will be utilized, within the United States and Canada. International travel may be subject to business class airfare. Travel reservations will be arranged promptly to take advantage of any potential advance-purchase savings, where sufficient time is allotted between initial written Customer travel authorization, and the date of departure. Customer shall be responsible for any itinerary change fees or cancellation penalties imposed due to Customer-requested change in travel schedule or cancellation of requested AssetSmart on-site services.
6. Prices do not include sales tax, if applicable.
7. Unless otherwise noted, prices do not include third party software; e.g., Oracle, Microsoft Windows, Crystal Reports, Adobe Acrobat, etc. Other third party software required to support installation will be procured by AssetSmart and billed to customer at third party list price unless otherwise negotiated or provided by customer.
8. Annual funded maintenance is available at the following service levels based on a percentage of the list price of the product:

<u>Level</u>	<u>Annual Fee</u>
Gold	16%
Platinum	18.5%
Diamond	21%

Gold service includes unlimited telephone support 7:00 AM to 6:00 PM PST M-F per the warranty provisions of the License Agreement. Platinum support includes dial-up diagnostic and electronic corrective support (option), and 24x7 hotline availability. Diamond support includes source code escrow maintenance. Platinum support or higher is required where customization is supported. Maintenance is calculated on the basis of total value delivered, including customized software.

Standard maintenance pricing assumes no more than two (2) Licensee support focal points or liaisons, i.e., one primary and one alternate, per licensed production copy. A support focal point is defined as the cognizant Licensee analyst responsible for routinely interacting with Licensee end-users; documenting, tracking, and coordinating AssetSmart Help Desk support requests; and receiving AssetSmart transmittals including usage guidelines or procedural clarifications, patches, release upgrades, and documentation updates. Standard maintenance support does not include regular contact with end-users: A designated Licensee focal point shall be the main point-of-contact between AssetSmart and Licensee for all support communications. On an as-needed basis, AssetSmart or Licensee may request assistance from other specialists such as senior end-users, server administrators (sysadmin), database administrators (DBA), network engineers, or webmasters; however, the designated focal point(s) will at all times oversee and participate in the interaction of any such other Licensee personnel with AssetSmart. Additional focal points may be authorized by extra surcharge of 1% additional maintenance rate per individual. First year of maintenance charges is calculated on discounted price, if any. The annual maintenance charge is calculated on the standard non-discounted price for the applicable modules. AssetSmart reserves the right to change maintenance terms, conditions and prices in accordance with changing market conditions.

9. Customer is permitted to duplicate System Reference Manuals and User Manuals per the terms stated in the AssetSmart License Agreement.
10. Conversion costs for customer asset data are by custom quotation.
11. Prices and configurations quoted are for standard production software modules. Customization services, if any, will be performed as contracted and specified by customer, and charged by AssetSmart prevailing rates.
12. A User is any person or automated device or program that either directly or indirectly operates the System for purposes of storing, retrieving or managing data stored therein, or utilizing the System functions to support or automate Licensee business processes. The definition of User encompasses any person or automated device or program that accesses any portion of the System including derivative works, provided by AssetSmart under this Agreement, including the database, business logic, reports, or user interface screens.
  - (a) Named User or "Named User Seat" is any person or automated device or program granted access to a Production Copy of the System by virtue of a unique user identifier (ID) and password, regardless of whether the User is actively using the System at any particular point in time. Creation of each user identifier (ID) and password occupies one Named User Seat, regardless of whether that user account is actually utilized. For purposes of this definition, Users who share a common ID with which to access the System are still defined as separate individuals and Named User Seats. If this Agreement specifies a limitation on the number of Named User Seats, then Licensee agrees not to exceed this limit for any copy of the System.

- (b) Net Concurrent Users is the maximum number of different users logged on to the system within any five minute time frame in a 24 hour period. User shall be considered to be connected to the System and a concurrent user thereof, so long as a logon is registered in the Transaction Log regardless of whether the User is actively operating System functions at any moment. Certain devices, programs or configuration techniques that would commonly fall into the categories of multiplexers, proxy servers, connection pooling tools, load balancers, or other similar products which would enable concurrent access to the System by a larger number of users than would equate to physical connections or sessions detected or auditable by the System, shall be irrelevant for purposes of this definition and the occupied number of User Seats will be considered as the number of Users that are accessing the System either with or without such entities. If this Agreement specifies a limit on the number of Concurrent User Seats allowed, then Licensee agrees not to exceed the limit for any copy of the system.
13. A “Non-Production Copy” is a machine readable configuration of the System which is being utilized by Licensee to support development, data conversion, testing, or training activities and other temporary uses which are not directly supporting Licensee’s business activities in fulfilling its contractual obligations to customers, regulatory compliance and/or generation of revenue.
14. A “Production Copy” is a machine readable configuration of the System which is being utilized by Licensee to manage and support actual Licensee data and functional processes in support of Licensee’s business activities including contractual or regulatory compliance and/or generation of revenue. Any System copy that does not fall within the above definition of Non-Production Copy below shall be deemed a Production Copy.
15. A “Site License” is a license to use an individual Production Copy of the software covering an asset inventory located at an individual geographical location. A site is (1) a separate geographical location, facility or Business Unit as defined in Licensee’s organizational directory, and/or (2) a separate Business Unit or organization distinguished by separate lines of business, separate customers, separate accounting records, and separate physical inventories of asset and property items under the responsibility or control of the Business Unit.
16. A “Small Site License” is defined as a site with less than \$300 Million in total asset value.
17. A “Large Site License” is defined as a site with more than \$300 Million in total asset value.

18. An "Enterprise License" is defined as a license for software covering separate asset, calibration or maintenance inventories belonging to or under the responsibility of two or more Business Units or geographical locations and accounted for separately using Partition Security Code (PSC) identification within a single production copy of the licensed software.
19. A 'Satellite Site' is a support facility of 500 employees or less whose asset inventory is included in a Licensed Copy of the software or accounted for separately under Partition Security Code (PSC) Identification. Support of Satellite Sites in the licensed software is subject to additional charge.
20. The License charge for each Satellite Site is 5% of the base charge for the applicable Site License or Enterprise License plus annual maintenance.
21. Cataloging services include the first year of data maintenance at no charge. Thereafter data maintenance is available at AssetSmart standard extended funded maintenance renewal rates as follows: (A) 5% of current catalog value, or \$2,500.00, whichever is greater, with a maximum of \$9,500.00 for total replacement catalog updates, OR (B) 6% of current catalog value, or \$3,000.00, whichever is greater, with a maximum of \$9,500.00 for Dual-Use Facility (DUF) incremental catalog updates.
22. ECDS Standard Catalog Data Base does NOT contain model or performance index data; it consists of manufacturer, noun category description, and noun performance heading data only. Model and/or performance specification data are separate optional line items available from AssetSmart, or may be supplied and input by Licensee via applicable SMART/ECSS functions, where licensed.

## Milestone Payment Schedule

Delivery of System Software and Documentation	100%
Other Services and Support	As Performed