



AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-32 Term Software Licenses
Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software
Special Item No. 132-50 Training Courses

SIN 132-32/132-33 - TERM AND PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software
Utility Software
Communications Software

Microcomputers

Application Software
Utility Software
Communications Software

SIN 132-34 - MAINTENANCE OF SOFTWARE

SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)

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Contract Number: **GS-35F-0456M**

Period Covered by Contract: **April 29, 2002 through April 28, 2012**

General Services Administration
Federal Supply Service

Pricelist current through Modification #**PO 19**, dated December 17, 2007.

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 Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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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) 19

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INFORMATION FOR 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 Supply Schedules Program. 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!TM on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

ORDERING ADDRESS: *ASG Federal, Inc.*
12700 Sunrise Valley Drive, Suite 101
Reston, VA 20191-5801

PAYMENT ADDRESS: *ASG Federal, Inc.*
135 S. LaSalle St., Dept. 4304
Chicago, IL 60674-4304

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards *will* 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 activities to obtain technical and/or ordering assistance:

Phone.....(703) 464-1350/

(800) 475-7171

Fax.....(703) 464-4905

E-mail.....federal@asg.com

3. LIABILITY FOR INJURY OR DAMAGE

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

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

- Block 9: G. Order/Modification Under Federal Schedule
- Block 16: Data Universal Numbering System (DUNS) Number: **02-844-5737**
- Block 30: Type of Contractor - **C. Large Business**
- Block 31: Woman-Owned Small Business - **No**
- Block 36: Contractor's Taxpayer Identification Number (TIN): **31-1781773**

- 4a. CAGE Code: **IUMX2**
- 4b. Contractor **has** registered with the Central Contractor Registration Database.

5. FOB POINT:

- a. *Destination for the 48 contiguous states, the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico.*
- b. *Point of Exportation for all other overseas locations. In place of a delivery/installation date for software, a shipping date shall be specified on the order . The Contractor shall pay for shipment to a CONUS APO/FPO. At the option of the Government, F.O.B. will be Point of Origin, with freight prepaid and invoiced. Authorization for all shipping, export, and other charges must be included on the Government order.*

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)
<i>132-32</i>	<i>30 Days</i>
<i>132-33</i>	<i>30 Days</i>
<i>132-34</i>	<i>30Days</i>
<i>132-50</i>	<i>As Negotiated Between Contractor and Ordering Agency</i>

b. **EXPEDITED DELIVERY TIMES.** *Quicker delivery times than those set forth in paragraph (a) above are available from the Contractor based on the availability of product inventory. Delivery times of 1-30 days after receipt of order (ARO) are available, as negotiated between the Ordering Office and Contractor.*

c. **OVERNIGHT AND 2-DAY DELIVERY TIMES.** *When schedule customers require overnight or 2-day delivery, agencies are encouraged to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor provides overnight and 2-day delivery times subject to the availability of product inventory. The Contractor shall pay for shipment, with freight prepaid and invoiced. Authorization must be included on the Government order for products.*

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

a. Prompt Payment: *0%, Net 30 days from receipt of invoice or date of acceptance, whichever is later.*

b. *Government Educational Institutions are offered the same discounts as all other Government customers.*

8. **TRADE AGREEMENTS ACT OF 1979, as amended:**

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

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

Export packing is available at extra cost outside the scope of this contract.

10. **Small Requirements:** The minimum dollar value of orders to be issued is **\$100**.

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

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-32 - Term Software Licenses
 Special Item Number 132-33 - Perpetual Software Licenses
 Special Item Number 132-34 – Maintenance of Software

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

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

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

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

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

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

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply 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.

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

- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 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. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

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

See F.O.B. Point, Paragraph 5 above, under Information for Ordering Offices.

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

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

www.asg.com/federal/508.asp

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

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

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

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

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

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

TERMS AND CONDITIONS APPLICABLE TO 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. PURCHASE TERMS:

a. LICENSE GRANT. In accordance with these terms and conditions governing Special Item Numbers 132-32, 132-33 and 132-34 and upon execution of a delivery order, the Contractor hereby agrees to grant to the Government and the Government agrees to accept from the Contractor a nonassignable, nonexclusive and nontransferable license to use the proprietary software system(s) including programs, options, technical and other user documentation, data and information (hereinafter referred to as "Licensed Product(s)") listed in this schedule.

b. LICENSED MATERIALS. Upon issuance of a delivery order by the Government to the Contractor for Licensed Product(s), the Contractor shall furnish the Government ordering office one (1) full set of the technical documentation ("Documentation"), indicated in this schedule, describing the Contractor's recommended use and application of the Licensed Product(s). The Government may duplicate the Documentation associated with the Licensed Product(s) for internal use only, provided all proprietary markings and legends are retained on the duplicated copies. The Government agrees that the Documentation and all copies thereof shall remain the sole property of the Contractor. Additional copies may be obtained by the Government, from the Contractor, upon payment to the Contractor of its published price for such materials. The Government shall be responsible for obtaining and installing all proper hardware and support software (including operating systems) and for proper installation of and training concerning the Licensed Product(s).

c. TRIAL OF PRODUCT. From time to time, the Government may accept copies of the Contractor's Licensed Product(s) for trial use without the execution of any delivery order hereunder. By accepting such trial Licensed Product(s), the Government accepts the Licensed Product(s) as is and waives all express and implied warranties and conditions during the trial period. The Government shall have no obligation regarding the Licensed Product(s) during or following the trial period, except to exercise the duties specified under Utilization Limitations herein. The trial period shall be thirty (30) calendar days. The trial period may be canceled by either Party upon notice to the other. Upon termination or expiration of the trial period, the Government shall either execute a delivery order covering the trialed Licensed Product(s) or return the Licensed Product(s) to the Contractor.

2. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of the Documentation. If the Licensed Product(s) does not perform as specified in the Documentation, the Government shall notify the Contractor writing within thirty (30) calendar days after date of delivery, at which time the Contractor shall have sixty (60) days to correct such nonconformance. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government may require repair or replacement of nonconforming software at no increase in contract price.

3. GUARANTEE/WARRANTY

a. The Contractor represents and warrants that it is the owner of the Licensed Product(s). The Contractor further warrants that at the time of delivery of the initial Licensed Product(s) and for a period of ninety (90) days thereafter, Licensed Products will be in substantial accordance with the Documentation supplied to the

Government by the Contractor. The extent of the Contractor's liability under this warranty shall be limited to the correction or replacement as soon as reasonably practicable of any defective item(s) in the initial Licensed Product(s) which the Contractor determines to be necessary at the Contractor's sole cost and expense, provided notice of such defect is provided to the Contractor during the warranty period. The warranty shall not apply if: (i) an item of Licensed Product(s) was not used in accordance with the Contractor's instructions; (ii) an item of Licensed Product(s) shall have been altered, modified or converted by the Government not in accordance with the user Documentation, as supplied by the Contractor, or without the Contractor's written approval; or (iii) any of the Government's equipment shall malfunction causing the defect in the Licensed Product(s). The foregoing warranty is in lieu of all other warranties, expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

4. TECHNICAL SERVICES

Technical support services are not included in the purchase of software licenses. Technical support services are only available under Maintenance of Software (SIN 132-34) per the charges set forth herein in this GSA Schedule pricelist.

5. ANNUAL USAGE AND SOFTWARE SUPPORT

a. *Annual usage and software support service shall include the following:*

- (1) *Provided the annual license usage fees due have been paid, the Contractor will provide the Government, for the term of the license, all enhancements, improvements, and updates to the Licensed Product(s) which the Contractor similarly provides or offers to provide to its other clients of the Licensed Product(s). The Contractor will correct errors or malfunctions in the Licensed Product(s) as supplied for the term of the license, provided the Government's system, under which the Licensed Product is licensed, and a Government representative is made readily available to the Contractor to assist in the diagnosis of such failure. If the Government notifies the Contractor of an error or malfunction which, after investigation by the Contractor and the Government, is determined to have been caused by computer malfunction, or by an enhancement not made by the Contractor, or enhancements made by the Government that are not in accordance with the Documentation supplied by the Contractor, or by incorrect data or procedures used by the Government then the Contractor may charge the Government the Contractor's rates then in effect, for all services rendered and costs incurred by the Contractor in investigating and remedying such error or malfunction. All notices of errors or malfunctions shall be in writing and provide details sufficient to diagnose or reproduce such failure. With respect to the foregoing, any modification or attempted modification of the Licensed Product(s) by the Government not in accordance with the user Documentation supplied by the Contractor, or any failure by the Government to implement the current version, or the release immediately preceding the current version of the Licensed Product(s) as supplied by the Contractor, shall void the obligations of the Contractor under this section unless the Government has obtained prior written authorization from the Contractor permitting such modification, attempted modifications or failure to implement.*
- (2) *A replacement copy of the software if the media becomes damaged or is destroyed to the extent that the product is unusable.*
- (3) *TECHNICAL SUPPORT: ASG provides "Follow The Sun" support Monday through Friday on a 24 hour basis with After Hours Support on weekends and U.S. Holidays.*

For urgent product problems after business hours, call the same Support Hotline and leave a message. An analyst will promptly return the call.

As an added benefit to our customer's, ASG provides real-time support via the Intelligent Support Portal (ISP). The ISP provides expert system assistance, emergency password generation, FTP downloads of products, documentation, maintenance and the option to open new support issues and track existing ones.

Within the United States the primary phone numbers for support are 800.354.3578 or 1.800.775.5675. The support fax number is 703.464.4901. An E-mail address for ASG Support is support@asg.com.

Severity Codes and Expected Support Response Times

<u>Severity</u>	<u>Meaning</u>	<u>Expected Support Response Time</u>
<u>1</u>	<u>Production down, critical situation</u>	<u>Within 30 minutes</u>
<u>2</u>	<u>Major component of product disabled</u>	<u>Within 2 hours</u>
<u>3</u>	<u>Problem with the product, but customer has work-around solution</u>	<u>Within 4 hours</u>
<u>4</u>	<u>"How-to" questions and enhancement requests</u>	<u>Within 4 hours</u>

b. Should there be a lapse in maintenance coverage, the Government may re-enroll by paying the annual license usage fee otherwise due during the period of lapse in maintenance coverage.

c. 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.** The annual license usage fee for maintenance is not optional with respect to term licenses. All annual license usage fees will be billed in accordance with paragraph 5.c. above, monthly or quarterly in arrears, Discontinued maintenance services of any Licensed Product(s) shall become effective the first calendar day of the month after which services were terminated. The Government shall provide an advance thirty (30) day notice of termination

d. In addition to the above, the Government may order additional support services from the Contractor as follows:

- (i) Conversion Services \$1,620 per day plus travel and expenses
- (ii) Remote Services \$1,350 per day plus travel and expenses
- (iii) Development Services \$2,160 per day plus travel and expenses
- (iv) Technical Support Services \$1,800 per day plus travel and expenses
- (v) Repository Customization Services \$2,160 per day plus travel and expenses
- (vi) Project Management Services \$2,520 per day plus travel and expenses
- (vii) Process Optimization Services \$2,850 per day plus travel and expenses

Note: Any Contractor travel required in the performance of these 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. Daily rates are based on consecutive 8-hour days during normal business hours. Remote Services includes services performed at Contractor sites, including dial-in service work. The Government ordering office must notify Contractor as soon as possible if it

should become necessary to reschedule or cancel any services from Contractor. In lieu of the fees stated in any such order, a fee of 50% of the order's total price for such services will be assessed if the Government reschedules/cancels such services within ten (10) business days of the scheduled date(s) for performance.

6. 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. *The term of the licenses and prices for the licenses are as set forth in these terms and conditions governing Special Item Numbers 132-32, 132-33 and 132-34.*

b. Term licenses and/or maintenance *are for 12-month periods and* 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 *may cross fiscal years pursuant to FAR 32.703(b) so long as the initial base period or any option period does not exceed 12-month increments, 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.

7. LIMITATION OF LIABILITY

In the event of a United States copyright, trade secret, or patent infringement claim as a result of the use of Licensed Product(s) under the terms and conditions specified herein, under normal use and not in combination with other items and further provided that the Contractor is promptly notified of such claim in writing, then the Contractor shall, at its own expense, defend such claim or may procure for the Government the right to continue using all or part of the Licensed Product(s) or may terminate the license for the Licensed Product(s). In the event of termination of the Licensed Product(s) due to such infringement, the Contractor will reimburse a prorated refund of the initial license fee(s) paid by the Government for the Licensed Product(s), reducing the refund by 1/60 for each month following delivery of the Licensed Product(s) prior to injunction or adjudication. This shall constitute the entire liability of the Contractor with respect to a copyright, trade secret or patent infringement claim. Except with respect to its aforementioned obligations in connection with copyright, trade secrets, or patent infringement claims, the Contractor has no liability to the Government for any damages whatsoever. The Contractor shall in no event be liable for loss of profit, goodwill, or other special, indirect or any consequential damages suffered by the Government or others in any way attributable to the Government's use of the Licensed Product(s) or any services provided hereunder, and the Government shall indemnify and hold harmless the Contractor from any damages, liability, cost or expense by the Contractor related to said use.

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) *A delivery order for software products or maintenance shall be considered complete when it contains the following:*

User Activity (Licensee)

Custodian (if other than Licensee)

Product and Fees

Dedicated CPU Model No.

Dedicated CPU Serial No.

CPU Location (street, city, state)

- (3) *This is a single user, dedicated-CPU license. By accepting a delivery order for Licensed Product(s), the Contractor grants the Government a personal, non-transferable, non-exclusive license to install Licensed Product(s) on a single CPU, which CPU is dedicated solely to the processing of User Activity's data, at the CPU Location specified in the delivery order, and any subsequent Government installation to which the CPU may be transferred under the terms of this schedule. Use of the CPU to process data of, or for the benefit of, any party other than the User Activity identified in the delivery order is not allowed under this schedule. The Licensed*

Product(s) are licensed solely for the use and for the benefit of the User Activity. Use of the Licensed Product(s) for the benefit of any entity other than the initial User Activity is not allowed under this schedule. Any ordering activity authorized under this schedule may designate itself or another Government entity as the User Activity, except that only a component of any executive agency may be designated as a User Activity. Executive agency-wide licenses are not permitted under this schedule. Thus, for example, Army or FAA may be designated as the User Activity, but not Department of Defense or Department of Transportation. Use of the Licensed Product(s) on a CPU, where that CPU is not dedicated exclusively to the processing of data for the benefit of the User Activity, or use of the Licensed Product(s) to process the data of any entity other than the User Activity (such as using the Licensed Product(s) to provide data center services) is permissible under other Contractor licensing agreements, the terms of which are available from the Contractor on request.

- (4) *The Government shall not transfer, sublease, assign or deliver Licensed Product(s) or this license to another computer, another location, or another company, or provide or otherwise make Licensed Product(s) available to anyone other than the Government personnel of the Government office designated in the delivery order or do processing for the benefit of any entity other than the Government office designated in the delivery order, unless the Government has obtained the Contractor's prior written consent and paid any applicable transfer fees set forth in this schedule. However, the Government has the right to make the Licensed Product(s) and Documentation available to prime contractors, subcontractors and agents of the Government who have the Government's written permission to use the Licensed Product(s) at the CPU Location designated in the relevant delivery order, and who have agreed to use the Licensed Product(s) and Documentation only in accordance with these restrictions. Should the Government change its computer to a higher group classification, the Government agrees to provide the Contractor with prior written notice of such change and pay an upgrade fee equal to the then current license fee in this GSA schedule contract of the new group less one hundred percent (100%) credit for previous license fee(s) paid for the Licensed Product(s). The Government is authorized to use the Licensed Product(s) on a back-up computer, at no additional charge, when the designated computer is temporarily inoperable until operable status is restored and processing on the back-up computer is completed. In addition, the Government may install the Licensed Product(s) on a nonproduction test CPU, at the Government's disaster recovery site, for a period not to exceed*

thirty (30) days per annum, solely to recreate the Government's production environment for disaster recovery testing, provided the Contractor is given prior written notice of such testing. The Government expressly agrees that it shall neither apply nor benefit from the functionality of the Licensed Product(s) under such disaster recovery testing, except in the case of a disaster. This provision does not limit the right of the Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.

- (5) (a) *All Licensed Product(s) listed in Appendix A of this Schedule may also be licensed by the Government pursuant to the Contractor's Mainframe Portfolio License ("MPL") or MPL subsets of Applications Management, Performance Management or Operations Management, all of which allow the User Activity to use any or all of the Licensed Product(s) at the designated site listed in the delivery order as long as the total million instructions per second (MIPS) site capacity does not exceed the amount stated in the delivery order. The term for an MPL is three (3) or five (5) years.*

(6)

(b) *An MPL Fee in the amount set forth in this Schedule will be due from the Government either as a one (1) time fee or as annual payments for the initial twelve (12) month base period and each 12-month additional period up to the full three (3) or five (5) year term specified in the delivery order. If the Government selects the annual payment plan for the MPL Fee, it is the intent of the Government, by placing a delivery order, to exercise each renewal option so long as the bona fide need of the Government for the software or functionally similar software continues to exist. If (i) a delivery order expires prior to the expiration of the relevant three or five year term specified in the delivery order and the Government does not exercise any option to renew the delivery order, or (ii) the Government terminates the delivery order pursuant to a Termination for Convenience, the Government agrees not to replace the software which is the subject of the delivery order with functionally similar software for a period of one (1) year succeeding such expiration or termination.*

(c) *In the event the site capacity exceeds the number of MIPS stated in the delivery order, the Government shall notify the Contractor in writing of such change and, in addition, the Government shall pay the applicable fees for the increased site capacity. The fee for increased site capacity shall be calculated as the difference between the MPL fee for the greater number of MIPS and MPL monies previously paid during the term of the MPL. The Contractor shall prorate said fee to reflect the period of time remaining in the term of the MPL as of the effective date of the increase.*

(d) *The annual license usage fee for each individually Licensed Product under the MPL shall be twenty six percent (26%) of the then prevailing access fee in accordance with this GSA Schedule contract of the defined subcapacity of the CPUs on which the Licensed Product is installed. For those Licensed Products not licensed by defined subcapacity, annual license usage fees shall be twenty six percent (26%) of the then prevailing access fee in accordance with this GSA Schedule contract. The minimum defined subcapacity of a CPU shall be one hundred (100) MIPS. For those CPUs less than two hundred (200) MIPS in capacity, the annual license usage fee shall be based upon the actual defined subcapacity. No upgrade fees shall be applicable for subcapacity increases, however, any subcapacity increase or increase in the number of licensed users during any annual term of the MPL shall be reported immediately by the Government to the Contractor, and such increased subcapacity shall be subject to increased annual license usage fees. The increased annual license usage fees shall be prorated to reflect the period of time*

remaining in the applicable annual term as of the effective date of the increase. Should no Licensed Products be implemented by the Government, no annual license usage fees shall be payable by the Government.

(e) The annual license usage fees for any products licensed prior to the effective date of this license shall be prorated from the existing anniversary date to said effective date. The prorated and first-year annual license usage fees are detailed herein. Annual license usage fees for any Licensed Products ordered one hundred twenty (120) days or less prior to any annual anniversary date of the MPL shall be prorated from the effective date specified on the order through the end of the subsequent annual term. Payment of the annual license usage fees for all products newly ordered shall be due within thirty (30) days of receipt of a proper invoice. The Government shall certify annually in writing, no less than one hundred twenty (120) days prior to the annual anniversary of the MPL, (i) the total defined subcapacity on which individual Licensed Products are licensed, or in the case of those products not licensed by subcapacity, the number of users, servers, clients, or copies, and (ii) that the total site capacity has not exceeded the maximum MIPS licensed. Notification of termination of the use of any Licensed Product must be received by the Contractor no later than thirty (30) days prior to the end of any annual term of the MPL.

(f) During the term of the MPL, the Government may elect to license additional capacity through the purchase of a Country MPL or Worldwide Enterprise MPL. Should the Government make such an election, the access fee for such additional capacity shall be calculated by applying the access fee of the new license less monies paid for the previous license, prorated over the term of the MPL. Under a Country MPL or Worldwide Enterprise MPL, the Government shall designate one location to serve as the site for centralized maintenance purposes.

(g) At the conclusion of the MPL term, the Government may (i) negotiate a renewal of the MPL license, (ii) continue to use Licensed Product(s) installed as of the termination date of the MPL provided that all annual license usage fees and any applicable upgrade fees associated with increases in defined sub-capacity or in the number of licensed users are paid, or (iii) cancel this MPL. Should the Government elect option (ii) above, the minimum MIPS to be utilized by the Government for any Licensed Product shall be determined by the total capacity of the CPU on which the Licensed Product is installed at the end of the term of the MPL.

(h) Should there be any conflict between the provisions of this Section 8.b(5), as they apply specifically to the MPL, and the provisions of this Section 8, the provisions of Section 8.b(5) will apply.

(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.

c. At the Contractor's request, the Government shall allow and assist the Contractor in an audit relating to the use of the licensed software and calculation of licensed users and/or MIPS usage for the purpose of confirming the number of licensed users and/or actual MIPS usage. If such audit reveals underpaid amounts for license usage, the Government shall pay the Contractor for such past due amounts based on the software fee structure set forth in this GSA schedule contract.

12. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

Software product descriptions are found on ASG's website-www.asg.com.

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

13. RIGHT-TO-COPY PRICING

Right-to-copy pricing is not available under the scope of this schedule contract. Right-to-copy is limited solely for the purpose of system back-up.

**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. 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.

6. 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.

Instructor travel expenses will be charged to the ordering agency in accordance with the Federal Travel Regulations or Joint Travel Regulation, as applicable, in effect on the date(s) the travel is performed.

7. "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.

Not offered herein.

Course Name	Course Length	GSA Price
ESW Management Workshop	1 day	\$1,900
ESW Application Level Workshop (Alliance, Recap)	2 days	\$3,800
ESW Program Level Workshop (Insight, SmartDoc, SmartEdit, SmartTest)	3 days	\$5,700
Estimate Workshop	2 days	\$3,800
Portfolio analysis (Recap)	1 day	\$1,900
Application Understanding (Alliance)	2 days	\$3,800
Program Understanding basics (Insight)	1 day	\$1,900
Program Understanding Advanced Techniques (Insight)	1 day	\$1,900
Program Testing Basics (SmartTest)	1 day	\$1,900
Program Testing Advanced Functions (SmartTest)	1 day	\$1,900
Program Testing Options (CICS, IMS/DC, Assembler Add-ons to Program Testing Basics)	1 day each	\$1,900
Assembler Program Test (SmartTest)	1 day	\$1,900
Program Documentation (SmartDoc)	0.5 day	\$950
Code Change (SmartEdit)	1 day	\$1,900
Program Reengineering (Encore)	2 days	\$3,800
ASG-Safari™ Server Tools for End Users	2 days	\$3,800
A Comprehensive Journey with ASG-Safari™/UDMS	3 days	\$5,700
Client Components of ASG-Safari InfoTools™	3 days	\$5,700
Exploring ASG-Safari ReportWriter™ and ASG-Safari InfoServer™	3 days	\$5,700
Understanding UDMS 4GL	2 days	\$3,800
Concepts of ASG-Safari™/4GL	2 days	\$3,800
Expedition into Advanced Concepts	3 days	\$5,700
A Technical Tour of ASG-Safari.OLAP™	3 days	\$5,700
Managing the ASG-Safari/UDMS System	1 day	\$1,900
ASG-Safari ReportWriter for Baan 4.0	2 days	\$3,800
ASG-Safari ReportWriter for Baan 4.0	2 days	\$3,800
ASG-Safari Administrator™ for Baan 4.0	3 days	\$5,700
ASG-Safari/4GL for Baan 4.0	2 days	\$3,800

A class size for a course can range from one up to 12 students. The rate for additional seats in any course is \$285/day/student. Additional classes are available and delivered at the Contractor's standard daily rate of \$1,900 per day. Please contact your ASG Account Manager for additional information. The Government ordering office must notify Contractor as soon as possible if it should become necessary to reschedule or cancel any training services from Contractor. In lieu of the fees stated in any such order, a fee of 50% of the order's total price for such services will be assessed if the Government reschedules/cancels such services within ten (10) business days of the scheduled date(s) for performance.

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

PREAMBLE

(Name of Company) 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 **Kate Montaner, voice 703-464-1330, fax 703-464-4905, e-mail: kate.montaner@asg.com.**

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity Date

Contractor Date

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.

*

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 or 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.