



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

CONTRACT NUMBER: GS-35F-138AA
CONTRACT PERIOD: 12/21/12 through 12/20/22
Current as of Modification PS-A826, dated 11/23/20

Multiple Award Schedule – Category F – Information Technology

CONTRACTOR: TeraRecon, Inc.
4000 E 3rd Ave, Suite 200
Foster City, CA 94404
Web: www.terarecon.com

CONTRACT ADMINSTRATOR: Mitch Newman
Director of Alliances and Government Sales
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BUSINESS SIZE: Other-than Small Business

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

For more information on ordering from this Federal Supply Schedule contract, please visit: www.gsa.gov/schedules

Customer Information

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

SIN	Recovery	State & Local	Description
33411	33411RC	33411STLOC	Purchasing of new electronic equipment
511210	511210RC	511210STLOC	Software Licenses
611420	611420RC	611420STLOC	Information Technology Training
811212	811212RC	811212STLOC	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
OLM	OLMRC	OLMSTLOC	Order-Level Materials

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH AWARDED SIN: *See Appendix A*

1c. HOURLY RATES (Services only): *See page 13*

2. MAXIMUM ORDER THRESHOLD: *33411/511210/811212 - \$500,000 | 611420/OLM - \$250,000*

3. MINIMUM ORDER THRESHOLD: *\$100.00*

4. GEOGRAPHIC COVERAGE: *Domestic Only*

5. POINT(S) OF PRODUCTION: *Foster City, CA*

6. DISCOUNT FROM BEST MARKET RATE: *GSA Net Prices can be found in Pricing Matrixes (below). Negotiated discounts have been applied and the Industrial Funding Fee has been added.*

7. QUANTITY DISCOUNT(S): *None*

8. PROMPT PAYMENT TERMS: *Net 30*

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. FOREIGN ITEMS: *None*

10a. TIME OF DELIVERY: *33411/511210 – 10 Days ARO | 811212/611420 – Determined at the task order level*

10b. EXPEDITED DELIVERY: *Contact Contractor if Available*

10c. OVERNIGHT AND 2-DAY DELIVERY: *Contact Contractor if Available*

10d. URGENT REQUIREMENTS: *Agencies can contact the Contractor’s representative to affect a faster delivery. Customers are encouraged to contact the Contractor for the purpose of requesting accelerated delivery.*

11. FOB POINT: *Destination*

12a. ORDERING ADDRESS: *Same as contractor*

12b. ORDERING PROCEDURES: *For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.*

13. PAYMENT ADDRESS: *Same as contractor*

14. WARRANTY PROVISION: *Standard Commercial*

15. **EXPORT PACKING CHARGES:** *None*
16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** *Not Applicable*
17. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** *Not Applicable*
- 18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** *Not Applicable*
- 18b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** *Not Applicable*
19. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** *Not Applicable*
20. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** *Not Applicable*
21. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** *Not Applicable*
- 22a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** *Not Applicable*
- 22b. **SECTION 508 COMPLIANCE FOR ELECTRONIC AND INFORMATION TECHNOLOGY (EIT):**
The EIT standards can be found at: www.Section508.gov/.
23. **DUNS NUMBER:** *021677872*
24. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:**
Contractor has an active registration in the System for Award Management (SAM) database.

Appendix A – Price List

Hardware (33411)

Part #	Product Name	Product Description	Awarded GSA Price
10-0311	Aquarius iNtuition Rendering Server; Dell 2U Rack	Render Node Server HW (Dell 2U Rack)	\$9,874.06
10-0311-01	Aquarius iNtuition Rendering Server; Dell Tower	Render Node Server HW (Dell Tower)	\$9,874.06
10-0350	Aquarius APS/Gate Server Hardware; Dell 1U Rack	APS and Gate HW (Dell)	\$7,899.24
10-0313	Aquarius iNtuition Rendering Server, HP 2U Rack	Render Node Server HW (HP 2U Rack)	\$9,874.06
10-0351	Aquarius APS/Gate Server Hardware; HP 1U Rack	APS and Gate HW (HP)	\$7,899.24
10-0124	iNtuition Workstation HW	Workstation HW (Dell)	\$4,937.03
10-0360	iNtuition Laptop Hardware	Hardware for iNtuition on a Laptop	\$2,962.22
10-0352	VCC Hardware	Virtual Client Concentrator Server Hardware	\$7,899.24
50-0010	HASP USB Key, iNtuition Master (Render Node)	Aquarius iNtuition Rendering Server Master HASP Key	\$98.74
50-0011	HASP USB Key, iNtuition Slave (Render Node)	Aquarius iNtuition Rendering Server Slave HASP Key	\$98.74
50-0012	HASP USB Key, iNtuition Slave (Aquarius APS)	Aquarius iNtuition APS Slave HASP Key	\$98.74
50-0013	HASP USB Key, iNtuition Slave (AquariusGATE)	AquariusGATE Slave HASP Key	\$98.74
50-0014	HASP USB Key, iNtuition Standalone (Render Node)	Aquarius Standalone Render Node HASP Key	\$98.74
50-0015	HASP USB Key, iNtuition Standalone (AquariusAPS)	AquariusAPS Standalone HASP	\$98.74
50-0016	HASP USB Key, iNtuition Standalone (AquariusGATE)	AquariusGATE Standalone HASP	\$98.74
02-0085	VolumePro 2000 (4GB)	4GB VolumePro Board	\$4,443.32
02-0088	VolumePro 2000 (8GB)	8 GB VolumePro Board	\$8,886.65
20-0032-10	Expansion RAID, 10TB	10TB External RAID	\$17,279.60
20-0032-20	Expansion RAID, 20TB	20TB External RAID	\$34,559.19

Hardware Maintenance & Support (811212)

Part#	Product Name	Product Description	Awarded GSA Price
91-0311	1-Year Maintenance of Aquarius iNtuition Rendering Server Hardware (Dell 2U Rack)	Annual Maintenance on Dell 2U Rack Render Node Server (10-0311)	\$831.23
91-0312	1-Year Maintenance of Aquarius iNtuition Rendering Server Hardware (Dell Tower)	Annual Maintenance on Dell Tower Render Node Server (10-0311-01)	\$831.23
91-0313	1-Year Maintenance of Aquarius APS/GATE Server Hardware (Dell 1U Rack)	Annual Maintenance on APS/GATE Dell 1U Server (10-0350)	\$664.99
91-0314	1-Year Maintenance of Aquarius iNtuition Rendering Server Hardware (HP 2U Rack)	Annual Maintenance on HP 2U Rack Render Node Server (10-0350)	\$831.23
91-0315	1-Year Maintenance of Aquarius APS/GATE Server Hardware (HP 1U Rack)	Annual Maintenance on APS/GATE HP 1U Server (10-0351)	\$664.99
91-0316	1-Year Maintenance of Aquarius Workstation Hardware	Annual Maintenance on iNtuition Workstation Hardware (10-0124)	\$415.62
91-0350	1-Year Maintenance of Aquarius iNtuition Laptop Hardware	Annual Maintenance on the iNtuition Laptop Hardware (10-0352)	\$249.37
91-0317	1-Year Maintenance of VCC Server Hardware	Annual Maintenance on Virtual Client Concentrator Server Hardware (10-0352)	\$664.99
91-0318	1-Year Maintenance of VolumePro 2000 4GB	Annual Maintenance on an 4GB VolumePro 2000 Board (02-0085)	\$374.06
91-0319	1-Year Maintenance of VolumePro 2000 8GB	Annual Maintenance on an 8GB VolumePro 2000 Board (02-0088)	\$748.11
91-0320	1-Year Maintenance of 10TB Expansion RAID Hardware	Annual Maintenance on 10TB RAID (20-0032-10)	\$1,454.66
91-0321	1-Year Maintenance of 20TB Expansion RAID Hardware	Annual Maintenance on 20TB RAID (20-0032-20)	\$2,909.32

*Installation service fees are detailed in the Terms and Conditions.

Software Licenses (511210)

Part #	Product Name	Product Description	Awarded GSA Price
Perpetual Software Licenses			
84-0310	VCC SW License (5 users)	Virtual Client Concentrator SW License (5 users)	\$9,420.65
84-0184	iNtuition Workstation, Base SW Platform	Base SW required for the iNtuition Workstation	\$33,249.37
84-0400	iNtuition Workstation, Per Concurrent User	The price per Workstation concurrent user (maximum of 3 concurrent users)	\$3,435.77
84-0401	iNtuition Workstation, Clinical Modules per Concurrent User	The price per clinical module for each Workstation concurrent user	\$343.58
84-0020	AquariusGATE Software License	SW license for the DICOM router	\$5,541.56
84-0088	AquariusAPS Software License	SW license for the Advanced Pre-Processing Server (AquariusAPS)	\$16,624.69
84-0300-01	Laptop Software Platform	SW License for iNtuition on a laptop computer	\$11,083.12
84-0300-02	Laptop Clinical Modules	The cost per clinical module running on a laptop	\$664.99
Aquarius iNtuition "Appliance" Prices			
Concurrent User License			
84-0405	Aquarius iNtuition Render Node Base SW License (concurrent users) (appliance)	Base SW required for an Aquarius iNtuition concurrent user license (provides basic functionality for the selected number of concurrent users) (appliance)	\$33,249.37
84-0406	Aquarius iNtuition Per Concurrent User (appliance)	The price per Aquarius iNtuition concurrent user (appliance)	\$9,697.73
84-0407	Aquarius iNtuition, Clinical Modules per Concurrent User (appliance)	The price per clinical module for each Aquarius iNtuition concurrent user (appliance)	\$969.77
84-0210	Aquarius iNtuition, Concurrent Users with Unlimited AQNet (appliance)	The price to add the option of Unlimited AQNet clients to the concurrent user appliance license (note, the Unlimited AQNet option is not available for iNtuition UNLIMITED); The quantity to order is the greater of: 3 x VP Capacity/4 or (14 - # of CCU's) x (3 x VP Capacity/4)	\$2,078.09
Concurrent Rendering Capacity License			
84-0410	Aquarius iNtuition Render Node Base SW License (rendering capacity) (appliance)	Base SW required for an Aquarius iNtuition rendering capacity license (provides basic functionality to (appliance)	\$33,249.37
84-0411	Aquarius iNtuition, per 1500 Slices of Rendering Capacity (appliance)	The price per 1500 slices of rendering capacity (appliance)	\$4,156.17
84-0412	Aquarius iNtuition, Clinical Modules per 1500 slices (appliance)	The price per clinical module for each 1500 slices of rendering capacity (appliance)	\$415.62
iNtuition UNLIMITED Prices			
84-0199	iNtuition UNLIMITED Contracted Facility License	The price to add an iNtuition UNLIMITED Contracted Facility	\$55,415.62
Concurrent User License			
84-0418	iNtuition UNLIMITED Base SW License (concurrent users)	Base SW required for an iNtuition UNLIMITED concurrent user license (provides basic functionality for the selected number of concurrent users)	\$55,415.62
84-0419	iNtuition UNLIMITED Per Concurrent User	The price per iNtuition UNLIMITED concurrent user	\$11,789.67
84-0420	iNtuition UNLIMITED, Clinical Modules per Concurrent User	The price per clinical module for each iNtuition UNLIMITED concurrent user	\$1,178.97
Concurrent Rendering Capacity License			
84-0415	iNtuition UNLIMITED Base SW, Rendering Capacity License	Base SW required for an iNtuition UNLIMITED concurrent rendering capacity license	\$74,811.08
84-0416	iNtuition UNLIMITED, per 1500 Slices of Rendering Capacity	The price per 1500 slices of concurrent rendering capacity (iNtuition UNLIMITED)	\$6,649.87
84-0417	iNtuition UNLIMITED, Clinical Modules per 1500 Slices	The price per clinical module for each 1500 slices of rendering capacity (iNtuition UNLIMITED)	\$664.99

Part #	Product Name	Product Description	Awarded GSA Price
Software Maintenance and Support			
91-0322	1 Year Maintenance of VCC SW License	Annual Maintenance on the Virtual Client Concentrator SW License (84-0310)	\$1,413.10
91-1702	1 Year Maintenance of iNtuition Workstation Base Software Platform	Annual Maintenance on the base software required for the iNtuition Workstation (84-0184)	\$4,987.41
91-1700	1 Year Maintenance of the iNtuition Workstation Concurrent User SW License	Annual Maintenance on the iNtuition Workstation's concurrent users (84-0400)	\$515.37
91-0699	1 Year Maintenance of the iNtuition Workstation Clinical Modules	Annual Maintenance on the iNtuition Workstation's Clinical Modules (84-0401)	\$51.54
91-1169	1 Year Maintenance on the AquariusGATE SW License	Annual Maintenance on the SW license for the AquariusGATE DICOM router (84-0020)	\$831.23
91-1302	1 Year Maintenance on the AquariusAPS SW License	Annual Maintenance on the SW license for the Advanced Pre-Processing Server (AquariusAPS) (84-0088)	\$2,493.70
91-0350-01	1 Year Maintenance on the Laptop Software Platform	Annual Maintenance on the SW platform for iNtuition on a laptop (Part# 84-0300-01)	\$1,662.47
91-0350-02	1 Year Maintenance on the laptop clinical modules (per clinical module)	Annual Maintenance per iNtuition clinical modules on a laptop (Part# 84-0300-02)	\$99.75
Maintenance for Aquarius iNtuition "Appliance" Products			
91-0330	1 Year Maintenance on the Aquarius iNtuition Render Node Base SW License (concurrent users) (appliance)	Annual maintenance on the base software required for the iNtuition render node with concurrent users (Part #84- 0405)	\$4,987.41
91-0331	1 Year Maintenance on Aquarius iNtuition Concurrent User SW License (appliance)	Annual maintenance on the Aquarius iNtuition concurrent user SW license (Part #84-0406)	\$1,454.66
91-0332	1 Year Maintenance on the Aquarius iNtuition Clinical Modules per Concurrent User (appliance)	Annual maintenance on the Aquarius iNtuition clinical modules, per concurrent user (Part# 84-0407)	\$145.47
91-1650	1 Year Maintenance on the Optional Aquarius iNtuition Concurrent Users with unlimited AQNet (appliance)	Annual maintenance on the optional Aquarius iNtuition unlimited AQNet clients (Part# 84-0210)	\$311.71
91-0333	1 Year Maintenance on the Aquarius iNtuition Render Node Base SW License (rendering capacity) (appliance)	Annual maintenance on the base software required for the iNtuition render node with a rendering capacity license (Part# 84-0410)	\$4,987.41
91-0334	1 Year Maintenance on the Aquarius iNtuition Rendering Capacity SW License (per 1500 slices) (appliance)	Annual maintenance on the Aquarius iNtuition rendering capacity SW license, per 1500 slices (Part# 84-0411)	\$623.43
91-0335	1 Year Maintenance on the Aquarius iNtuition Clinical Modules per 1500 slices (appliance)	Annual maintenance on the Aquarius iNtuition clinical modules for rendering capacity, per 1500 slices (Part# 84- 0412)	\$623.43
91-0791	1 Year Maintenance on an iNtuition UNLIMITED Contracted Facility	Annual maintenance for an iNtuition UNLIMITED Contracted Facility license (Part #840199)	\$8,312.34
Maintenance for iNtuition UNLIMITED Products			
91-0343	1 Year Maintenance on the iNtuition UNLIMITED Render Node Base SW License (concurrent users)	Annual maintenance on the base software required for the iNtuition UNLIMITED render node with concurrent users (Part #84-0418)	\$8,312.34
91-0344	1 Year Maintenance on the iNtuition UNLIMITED Concurrent User SW License	Annual maintenance on the iNtuition UNLIMITED concurrent user SW license (Part# 84-0419)	\$1,768.45
91-0345	1 Year Maintenance on the iNtuition UNLIMITED Clinical Modules Per Concurrent User	Annual maintenance on the iNtuition UNLIMITED clinical modules, per concurrent users (Part# 84-0420)	\$176.85
91-0340	1 Year Maintenance on the iNtuition UNLIMITED Render Node Base SW License (slice capacity)	Annual maintenance on the base software required for the iNtuition UNLIMITED render node with a rendering capacity SW license (Part #84-0415)	\$11,221.66
91-0341	1 Year Maintenance on the iNtuition UNLIMITED Slice Capacity SW License (per 1500 slices)	Annual maintenance on the iNtuition UNLIMITED rendering capacity SW license, per 1500 slices (Part #84- 0416)	\$997.48
91-0342	1 Year Maintenance on the iNtuition UNLIMITED Clinical Modules (per 1500 slices)	Annual maintenance on the iNtuition UNLIMITED clinical modules for rendering capacity, per 1500 slices (Part #84- 0417)	\$99.75

*Installation service fees are detailed in the Terms and Conditions.

Training Courses (611420)

Course Description	Options	Length & Type of Course	Prerequisites	Min/Max Students	Course Schedule and Location
91-0216 1-day (8 hours) Clinical Applications Training \$1,382.37					
This one-day course provides basic training for all products and clinical modules, where 2 or more of the following described modules are covered for a minimum of one trainee. Depending on the level of expertise of the trainee(s) and/or the number of trainees to be trained, more modules may be covered. At a minimum, TeraRecon guarantees to cover 2 modules with one trainee.	Onsite	8-hours, hands-on and interactive	None	Up to 2	Customer's location; scheduled based on mutual availability
91-0013 3-day Clinical Applications Training \$4,417.10					
This three-day course provides basic, intermediate, and advanced training for all products and clinical modules, where 6 or more of the following described modules are covered for a minimum of one trainee. Depending on the level of expertise of the trainee(s) and/or the number of trainees to be trained, more modules may be covered. At a minimum, TeraRecon guarantees to cover 6 modules with one trainee. Training will consist of three consecutive eight hour days. Training is scheduled based on availability. The price includes all travel and lodging expenses for the trainer. Module descriptions are: Module 1: Product introduction- Basic software operation and its configuration on the system; file folders and paths; review of Patient List functions including import and export; and general 2D review capabilities. Module 2: 3D Basic Training- 3D review, templates, free curve editing, 3D cut-planes, MPR, MIP, and orientation controls. Module 3: Output Training- Use of the output panel to generate reports (MS Word, XML, etc.); JPG images, saved DICOM files; batch 2D or 3D reviews; and batch 3D module for AVI movie generation. Module 4: Calcium Scoring- A case-by-case review of training data. Trainee calcium scoring with trainer support and advice; front-desk module data entry; and report and calcium session management. Module 5: Export training- Setting up a patient CD; collecting images and datasets for the patient CD; setup and configuration of a site logo in free viewer; storing AVI movie files and reports on the patient CD; and restoring images from the patient CD. Module 6: Fly-through training- Fly-through module for Colon, airways and vessels; side-by-side review; 2D to 3D correlation; AVI movie generation; report generation; fly-through controls; and vessel analysis. Module 7: Intermediate 3D- Full training on MIP, MPR, RAYSUM, MiniP, free curve editing for 3D, cut-planes and slabs; point-and-click segmentation training; erosion and dilation; creating custom templates; changing colors and rendering settings; saving scenes; and using masks. Module 8: Advanced 3D and 4D training- 4D visualization (Time-Volume-Analysis); advanced curve editing for rendering settings; and slab MIP for coronary CTA review. Module 9: Batch Training- Detailed training on generating batch 2D views and 3D movies. Module 10: AquariusNET server administration- Use of the AquariusNET and administration pages; configuring DICOM clients; administering studies; and installing AquariusNET client software. Module 11: AquariusNET Client training- Loading, reviewing and reporting on studies using the AquariusNET thin client application. The course covers 3D, 4D, MIP MPR, Axial review and interactive reporting. Modalities include CR, DR, XA, CT and MR review.	Onsite	3 consecutive 8- hour days; hands-on and interactive	None	Up to 6	Customer's location; scheduled based on mutual availability
91-0021 Advanced Clinical Applications Training Course for 3D Imaging \$4,937.03					
Course fee for one attendee to attend a training course at the company's headquarters in Foster City, CA. Travel and lodging expenses are included, up to \$1,500 per attendee. The course offers very focused advanced training that is best suited for experienced users of 3D workstations.	Offsite (company's headquarters)	3 days (8 hours each) in a classroom setting	Completion of a 1- day or 3-day course is recommended, but not required.	Up to 12	5 courses dispersed throughout the year (with additional dates scheduled if 5 courses will not meet the demand)
91-0031 2-hour One-on- One Clinical Applications Web- Based Consultation \$493.70* Installation service fees are detailed in the Terms and Conditions.					
This course is a highly interactive customized training conducted through the internet by a TeraRecon Clinical Applications Specialist. The course content is at the discretion of the individual being trained. The teleconferencing service is provided by TeraRecon and the Customer is responsible for its own internet connectivity.	Web-based only	2-hours; virtual interactive	None	1	Scheduled based on mutual availability

*No Course Materials Require

Appendix B – Terms and Conditions

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

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

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

3. TRANSPORTATION OF EQUIPMENT

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

4. INSTALLATION AND TECHNICAL SERVICES

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

Installation Services (8-hours, Onsite) are \$1,400/Day. Days required will be determined at the task order level.

- b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirement 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 33411.

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

5. INSPECTION/ACCEPTANCE

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

6. WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
Refer to TeraRecon, Inc. Standard Commercial Warranty
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

TeraRecon, Inc.

4000 E. 3rd Ave, STE 200

Foster City, CA 94404

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

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

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

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

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 811212)

1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity locations within a N/A mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

TeraRecon, Inc.

4000 E. 3rd Ave, STE 200

Foster City, CA 94404

2. MAINTENANCE ORDER

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. 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.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

- a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8. MAINTENANCE RATE PROVISIONS

- a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.
- b. **REGULAR HOURS**
The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.
- c. **AFTER HOURS**
Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.
- d. **TRAVEL AND TRANSPORTATION**
If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.
- e. **QUANTITY DISCOUNTS**
Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below: **NONE**

9. REPAIR SERVICE RATE PROVISIONS

- a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one

machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

1. When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
2. The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

1. If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.
2. When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES

	MINIMUM CHARGE	REGULAR HOURS	AFTER HOURS	SUNDAYS/HOLIDAYS
CONTRACTOR'S SHOP	\$1,400	\$175	\$175	\$175
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	\$1,400	\$175	\$175	\$175
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	\$1,400	\$175	\$175	\$175

*MINIMUM CHARGES INCLUDE **8** FULL HOURS ON THE JOB.

**FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated October 2017, at a discount of *% from such listed prices.

*** Refer to Proposed GSA Pricelist**

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period consistent with TeraRecon, Inc.'s Standard Commercial Warranty

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period consistent with TeraRecon, Inc.'s Standard Commercial Warranty

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) 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.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND
MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 54151) OF GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY SOFTWARE**

****Best-in-Class (BIC) Designation****

Offerors submitting an offer for a SIN(s) under the “IT Software Sub-category” must also comply with the following:

- 1) **Technical Support:** Without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available shall be available during specified hours.
 - a) At the task or delivery order level, provide a telephone number and hours of operation for technical support hotline; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central, Mountain or Pacific time.
- 2) **Descriptions and Equipment Compatibility:** Offerors shall include in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016) a complete description of each software product including the operating systems on which the software can be used. Also included shall be a brief, introductory explanation of the modules and documentation which are offered.
- 3) **Right-to-Copy Pricing:** Offerors shall insert the discounted pricing for right-to-copy licenses, if commercially available, in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016).
- 4) **Utilization Limitations**
 - 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 shall be subject to the following:
 - i Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - ii 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.
 - iii Except as provided 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.
 - iv The ordering activity shall have the right to use the software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user 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.

- v "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.
- vi Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee's data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor's possession in a format as may be designated at the time of request by Licensee.
- vii Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as "Derivative Works" of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

Term Licenses The word "Term" is defined in this Solicitation as "a limited period of time". Term Software Licenses have a limited duration and are not owned in perpetuity. Unless Offerors provide an option for converting Term licenses into perpetual licenses, users lose the right to use these licenses upon the end of the term period. This SIN is NOT Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS) as defined in SIN 518210C - Cloud and Cloud-Related IT Professional Services. Term Software Licenses are distinct from Electronic Commerce and Subscription Services (SIN 54151ECOM).

Perpetual Licenses The word "perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time".

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, online help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self diagnostics.

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

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services under SIN 54151 Software Maintenance Services.

- A. 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>.
- B. Contractors are encouraged to offer SIN 54151 Software Maintenance Services in conjunction with SIN 511210 - Software Licenses.
- C. Conversion from Term License to Perpetual License
 - i When standard commercial practice offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.
 - ii When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.
 - iii 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.
 - iv When conversion from term licenses to perpetual licenses is offered, 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 a percentage of all term license payments during the period that the software was under a term license within the ordering activity.

D. Term License Cessation

- i** After a software product has been on a continuous term license for a period of **N/A** months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited. Contractors who do not commercially offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.
- ii** Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.
- iii** Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).
- iv** The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of SIN 54151 – Software Maintenance Services, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

E. Utilization Limitations for Perpetual Licenses

- i** Software Asset Identification Tags (SWID) (Option 1 Perpetual License)
 - 1)** Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770- 2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19770-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document “NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags,” December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.
 - 2)** Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance government- wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 –11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.
- ii** Reallocation of Perpetual Software (Option 2 Perpetual License)
 - 1)** The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.
 - 2)** When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.
 - 3)** Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.
 - 4)** The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor’s intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.
 - 5)** As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

- 6) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.
- 7) When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.
- 8) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be N/A % of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.
- 9) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).

F. Software Conversions: Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in operating system, or from one computer system to another. Under a perpetual license, 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, if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

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

Specific Instructions for SIN 611420 - Computer Training

- A.** Prepaid training tokens, credits, etc. shall not be permitted on this SIN.
- B.** Offerors 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 the IT Category.
- C. Cancellation and Rescheduling**
- i** 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.
 - ii** In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified 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.
 - iii** The ordering activity reserves the right to substitute one student for another up to the first day of class.
 - iv** 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.
- D. Follow-Up Support**
- The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.
- E. Format And Content Of Training**
- i** Offerors shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings, printed and copied two-sided on paper containing 30% postconsumer materials (fiber). Such documentation will become the property of the student upon completion of the training class.
 - ii** If applicable, for hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
 - iii** Offerors shall provide each student with a Certificate of Training at the completion of each training course.
 - iv** Offerors shall provide the following information for each training course offered:
 - a)** course title,
 - b)** a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - c)** length of the course;
 - d)** mandatory and desirable prerequisites for student enrollment;
 - e)** minimum and maximum number of students per class;
 - f)** locations where the course is offered;
 - g)** class schedules; and
 - h)** price (per student, per class (if applicable)).
 - v** For 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. The Industrial Funding Fee does NOT apply to travel and per diem charges.
 - vi** For Online Training Courses, a copy of all training material must be available for electronic download by the students.
- F. "No Charge" Training**
- Offerors shall describe any training provided with equipment and/or software provided under this contract, free of charge on the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).
TeraRecon, Inc. does not offer "No Charge" Training at this time.