

GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

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

**INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Contract number: GS-35F-0144U

Contract Period: 1/1/2018 – 12/31/2022

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #PS-0061 dated 30 JUNE 2020.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsadvantage.gov>).

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

Minitab, LLC
Quality Plaza
1829 Pine Hall Road
State College, PA 16801
Telephone: 814-238-3280 Fax: 814-238-2035
www.minitab.com

*Minitab, LLC is considered a **Large Business Entity***

CUSTOMER INFORMATION

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

SIN 511210 - TERM SOFTWARE LICENSES

Microcomputers
Application Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces 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>.

SIN 511210 - PERPETUAL SOFTWARE LICENSES

Microcomputers
Application Software

NOTE: 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>.

SIN 611420 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. **See pricelist for prices shown as net**

2. Maximum order:

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

Special Item Number 511210 - Term Software Licenses
Special Item Number 511210 - Perpetual Software Licenses

The Maximum Order value for the following Special Item Numbers (SINs) is **\$25,000**:
Special Item Number 611420 - Training Courses

3. Minimum order: **\$100.00**

4. Geographic coverage (delivery area).

The Geographic Scope of Contract will be domestic delivery only.

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.

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

State College, Centre County, Pennsylvania, United States

6. Discount from list prices or statement of net price.

Prices shown are NET Prices; Basic Discounts have been deducted (See pricelist)

7. Quantity discounts.

Quantity - Pricing includes volume discount

8. Prompt payment terms.

0% - 30 days from receipt of invoice or date of acceptance, whichever is later.

9a. **Government purchase cards are accepted at or below the micro-purchase threshold.**

9b. **Government purchase cards are accepted above the micro-purchase threshold.**

10. Foreign items (list items by country of origin). **NOT APPLICABLE**

11a. Time of delivery.

511210 10 Days

611420 As agreed upon with ordering activity

11b. Expedited Delivery. Items available for expedited delivery are noted in this price list.”

Expedited Delivery for SIN 511210 – 3 Days.

11c. Overnight and 2-day delivery. **NOT APPLICABLE**

11d. Urgent Requirements. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B. point(s). **Destination**

13a. Ordering/Payment address

***Minitab, LLC
Quality Plaza
1829 Pine Hall Road
State College, PA 16801
Telephone: 814-238-3280 Fax: 814-238-2035
www.minitab.com***

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3. (fss.gsa.gov/schedules)

14. Warranty provision.
- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
15. Export packing charges, if applicable. **NOT APPLICABLE**
16. Terms and conditions of Government purchase card acceptance - (any thresholds above the micro-purchase level).
Government Purchase cards will be accepted up to the maximum order threshold
17. Terms and conditions of rental, maintenance, and repair (if applicable). **NOT APPLICABLE**
18. Terms and conditions of installation (if applicable). **NOT APPLICABLE**
19. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). **NOT APPLICABLE**
20. Terms and conditions for any other services (if applicable). **NOT APPLICABLE**
21. List of service and distribution points (if applicable).

Minitab, LLC
Quality Plaza
1829 Pine Hall Road
State College, PA 16801
Telephone: 814-238-3280 Fax: 814-238-2035
www.minitab.com

22. List of participating dealers (if applicable). **NOT APPLICABLE**
23. Preventive maintenance (if applicable). **NOT APPLICABLE**
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). **NOT APPLICABLE**
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

Section 508 Compliant – www.minitab.com

25. Data Universal Number System (DUNS) number. **107326043**
26. Notification regarding registration in Central Contractor Registration (CCR) database.
Minitab is listed in CCR.

Description and Pricing of Minitab Statistical Software and Training

Minitab Statistical Software gives you the tools you need to analyze your data and make informed decisions about how to improve your business. Its power and ease of use make it the leading package used for quality improvement and statistics education worldwide. **Minitab 19** is simple to use for the beginning or occasional user, but also contains the depth and breadth of tools and guidance to satisfy even the most rigorous quality improvement projects.

Minitab 19

- **Operating System:** Windows 7 SP 1 or later, Windows 8 or 8.1, Windows 10
- **RAM*:** 32-bit systems: 2 GB of memory or more recommended; 64-bit systems: 4 GB of memory or more recommended
- **Processor:** Intel® Pentium® 4 or AMD Athlon™ Dual Core, with SSE2 technology
- **Hard Disk Space:** 2 GB (minimum) free space available
- **Screen Resolution:** 1024 x 768 or higher
- **Connectivity:** An internet connection is required for activation of trial and single-user licenses
- **Browser:** Internet Explorer 9.0 or higher, Microsoft Edge, Chrome, or Firefox is required for Minitab Help

Additional required software will be installed with the application: Microsoft Visual C++ Redistributables for Visual Studio 2017

*Memory recommendations depend on data size.

Multi-user License Manager

Multi-user license installations also require the Minitab License Manager ([verify you have the latest version of the License Manager](#)), which has the following recommended system requirements:

- **Operating System Windows:** 32-bit & 64-bit Windows Server 2016, Windows Server 2019, Windows 7 SP1, or Windows 10. It is a best practice to run license servers on a server-based OS.
- **Operating System OSX:** 32-bit & 64-bit macOS 10.13 and macOS 10.14
- **Hard Disk Space:** 100 MB (minimum); dependent on log file settings
- **Connectivity:** At least one enabled network interface card

Quality Trainer by Minitab™ is an e-learning service that provides easy access to the statistical and quality improvement expertise delivered in Minitab training, whenever you need it. A **Quality Trainer** subscription lets you sharpen your ability to apply quality statistics with Minitab on your own schedule and refresh your knowledge anytime. Engaging, interactive lessons based on real-world problems make concepts easy to grasp and retain. With affordable short- and long-term subscriptions for groups or individuals, **Quality Trainer** helps ensure statistics are used properly and consistently within your quality improvement program.

Quality Trainer has the following recommended system requirements:

- **Connectivity:** An internet connection is required
- **Supported Browsers:**
 - Chrome
 - Firefox
 - Safari for Mac

Minitab Workspace

Minitab Workspace™ is a comprehensive set of visual tools, forms, and templates. You can open a single tool, add as many tools as you need, and save them all in a single project. You can also open a project with a built-in Roadmap based on quality improvement methodologies, such as DMAIC, QFD, Just Do It, and Kaizen.

Minitab Workspace System Requirements

Desktop App

- **Operating System:** Windows 8 or 8.1, Windows 10
- **RAM** 32-bit systems: 1 GB (minimum), 2+ GB (recommended); 64-bit systems: 2 GB (minimum)
- **Processor:** At least Pentium 4 or compatible processor, 1 GHz or higher
- **Hard Disk Space:** 2 GB (minimum) free space available
- * Additional required software will be installed with the application: .NET Framework 4.6.2, Microsoft Visual C++ 2017 Redistributable (x86), and Microsoft Visual C++ 2013 Redistributable (x86)
- **Browser:** A browser is required for online Help
- **Screen Resolution:** 1024 x 768 or higher
- **Connectivity:** Internet connection required for installation/activation of product and accessing help content

Multi-user License Manager

- Multi-user license installations also require the Minitab License Manager ([verify you have the latest version of the License Manager](#)), which has the following recommended system requirements:
- **Operating System:** 32-bit & 64-bit Windows Server 2016, Windows Server 2019, or Windows 10. It is a best practice to run license servers on a server-based OS.
- **Hard Disk Space:** 100 MB (minimum); dependent on log file settings
- **Connectivity:** At least one enabled network interface card

Companion by Minitab Program:

Companion by Minitab (Web App) is a complete platform for managing your continuous improvement program. It provides all the tools teams need to ensure excellence, along with an integrated dashboard that shows you the status of your entire initiative in real time. Companion by Minitab® combines tools for executing projects with automated dashboard reporting. Companion helps organizations succeed at every step of the quality journey—from the start of each project through to understanding the overall impact on key performance indicators. Companion's (Web App) full power comes from the **seamless integration of project tools, project repository and dashboard reporting.**

Companion by Minitab System Requirements

- **Connectivity** An internet connection is required
- **Supported Browsers** Internet Explorer 11 or Chrome

SPM by Minitab

The SPM® application is structured around major predictive analysis scenarios. In general, the workflow of the application can be described as follows.

- Bring data for analysis to the application.
- Research the data, if needed.
- Configure and build a predictive analytics model.
- Review the results of the run. Discover the model that captures valuable insight about the data.
- Score the model. For example, you could simulate future events.
- Export the model to a format other system can consume. This could be PMML or executable code in a mainstream or specialized programming language.
- Document the analysis

SPM has the following System Requirements:

Minimum Windows System Requirements

- Operating System Windows 7 SP 1 or later, Windows 8 or 8.1, Windows 10.
- RAM 2 GB.
- Processor Intel® Pentium® 4 or AMD Athlon™ Dual Core, with SSE2 technology.
- Hard Disk Space 2 GB (minimum) free space available.
- Screen Resolution 1024 x 768 or higher.

Minimum Linux System Requirements

- Operating System Ubuntu 14.04 or 16.04, CentOS 6.9 or 7.5, RHEL 6.9 or 7.5.
- RAM 2 GB.
- Processor Intel® Pentium® 4 or AMD Athlon™ Dual Core, with SSE2 technology
- Hard Disk Space 2 GB (minimum) free space available

Product Pricing:

SIN	MFR Part #	Product Description	Unit	GSA Price (w/IFF)
511210	FPEXM190S	Minitab 19 – 1 copy Electronic	per copy	\$1,777.05
511210	FPEXM190A	Minitab 19 Single User Annual License	1 user	\$1,080.00
511210	ADEXM190A.5	Minitab 19 - 5 users	5 users	\$3,726.00
511210	ADEXM190A.10	Minitab 19 - 10 users	10 users	\$5,961.60
511210	ADEXM190A.15	Minitab 19 - 15 users	15 users	\$8,118.00
511210	ADEXM190A.20	Minitab 19 - 20 users	20 users	\$10,375.20
511210	ADEXM190A.30	Minitab 19 - 30 users	30 users	\$15,048.00
511210	ADEXM190A.40	Minitab 19 - 40 users	40 users	\$19,694.40
511210	ADEXM190A.50	Minitab 19 - 50 users	50 users	\$24,024.00
511210	ADEXM190A.60	Minitab 19 - 60 users	60 users	\$28,512.00
511210	ADEXM190A.70	Minitab 19 - 70 users	70 users	\$32,986.80
511210	ADEXM190A.80	Minitab 19 - 80 users	80 users	\$36,854.40
511210	ADEXM190A.90	Minitab 19 - 90 users	90 users	\$40,867.20
511210	ADEXM190A.100	Minitab 19 - 100 users	100 users	\$44,484.00
511210	ADEXM190A.101-200	Minitab 19 – 101-200	per user	\$421.08
511210	ADEXM190A.201-300	Minitab 19 – 201-300	per user	\$393.36

511210	ADEXM190A.301-400	Minitab 19 – 301-400	per user	\$370.92
511210	ADEXM190A.401-500	Minitab 19 – 401-500	per user	\$343.20
511210	ADEXM190A.501-600	Minitab 19 – 501-600	per user	\$314.16
511210	ADEXM190A.601+	Minitab 19 – 601+	per user	\$279.84
511210	ADEXT020A.5	Minitab 19 – 5 users with unlimited Quality Trainer 2	5 users	\$5,032.80
511210	ADEXT020A.10	Minitab 19 – 10 users with unlimited Quality Trainer 2	10 users	\$8,056.80
511210	ADEXT020A.15	Minitab 19 – 15 users with unlimited Quality Trainer 2	15 users	\$11,127.60
511210	ADEXT020A.20	Minitab 19 – 20 users with unlimited Quality Trainer 2	20 users	\$14,229.60
511210	ADEXT020A.30	Minitab 19 – 30 users with unlimited Quality Trainer 2	30 users	\$20,631.60
511210	ADEXT020A.40	Minitab 19 – 40 users with unlimited Quality Trainer 2	40 users	\$26,980.80
511210	ADEXT020A.50	Minitab 19 – 50 users with unlimited Quality Trainer 2	50 users	\$32,934.00
511210	ADEXT020A.60	Minitab 19 – 60 users with unlimited Quality Trainer 2	60 users	\$39,045.60
511210	ADEXT020A.70	Minitab 19 – 70 users with unlimited Quality Trainer 2	70 users	\$45,276.00
511210	ADEXT020A.80	Minitab 19 – 80 users with unlimited Quality Trainer 2	80 users	\$50,582.40
511210	ADEXT020A.90	Minitab 19 – 90 users with unlimited Quality Trainer 2	90 users	\$56,073.60
511210	ADEXT020A.100	Minitab 19 – 100 users with unlimited Quality Trainer 2	100 users	\$60,984.00
511210	ADEXT020A.101-200	Minitab 19 – 101-200 with unlimited Quality Trainer 2	per user	\$533.28
511210	ADEXT020A.201-300	Minitab 19 – 201-300 with unlimited Quality Trainer 2	per user	\$497.64
511210	ADEXT020A.301-400	Minitab 19 – 301-400 with unlimited Quality Trainer 2	per user	\$469.92
511210	ADEXT020A.401-500	Minitab 19 – 401-500 with unlimited Quality Trainer 2	per user	\$434.28
511210	ADEXT020A.501-600	Minitab 19 – 501-600 with unlimited Quality Trainer 2	per user	\$397.32
511210	ADEXT020A.601+	Minitab 19 – 601+ with unlimited Quality Trainer 2	per user	\$355.08
511210	FPEEW010DS	Minitab Workspace Single User Desktop App	per copy	\$1,979.10
511210	FPEEW010DA	Minitab Workspace Single User Desktop Annual License	1 user	\$900.00
511210	ADEEW010DA.5	Minitab Workspace Multiple User Desktop - 5 users	5 users	\$3,763.80
511210	ADEEW010DA.10	Minitab Workspace Multiple User Desktop - 10 users	10 users	\$5,788.80
511210	ADEEW010DA.15	Minitab Workspace Multiple User Desktop - 15 users	15 users	\$7,743.60
511210	ADEEW010DA.20	Minitab Workspace Multiple User Desktop - 20 users	20 users	\$9,892.80
511210	ADEEW010DA.30	Minitab Workspace Multiple User Desktop - 30 users	30 users	\$14,385.60
511210	ADEEW010DA.40	Minitab Workspace Multiple User Desktop - 40 users	40 users	\$18,792.00
511210	ADEEW010DA.50	Minitab Workspace Multiple User Desktop - 50 users	50 users	\$22,950.00
511210	ADEEW010DA.60	Minitab Workspace Multiple User Desktop - 60 users	60 users	\$27,151.20
511210	ADEEW010DA.70	Minitab Workspace Multiple User Desktop - 70 users	70 users	\$31,449.60
511210	ADEEW010DA.80	Minitab Workspace Multiple User Desktop - 80 users	80 users	\$35,164.80
511210	ADEEW010DA.90	Minitab Workspace Multiple User Desktop - 90 users	90 users	\$39,074.40
511210	ADEEW010DA.100	Minitab Workspace Multiple User Desktop - 100 users	100 users	\$42,444.00
511210	ADEEW010DA.101-200	Minitab Workspace Multiple User Desktop – 101-200	per user	\$401.76
511210	ADEEW010DA.201-300	Minitab Workspace Multiple User Desktop – 201-300	per user	\$375.84
511210	ADEEW010DA.301-400	Minitab Workspace Multiple User Desktop – 301-400	per user	\$354.24

511210	ADEEW010DA.401-500	Minitab Workspace Multiple User Desktop – 401-500	per user	\$327.24
511210	ADEEW010DA.501-600	Minitab Workspace Multiple User Desktop – 501-600	per user	\$300.24
511210	ADEEW010DA.601+	Minitab Workspace Multiple User Desktop – 601+	per user	\$266.76
511210	ADEEC050FA.5	Companion Subscription License - Concurrent Users – 5 users	5 users	\$7,192.80
511210	ADEEC050FA.10	Companion Subscription License - Concurrent Users – 10 users	10 users	\$11,048.40
511210	ADEEC050FA.15	Companion Subscription License - Concurrent Users – 15 users	15 users	\$15,487.20
511210	ADEEC050FA.20	Companion Subscription License - Concurrent Users – 20 users	20 users	\$19,785.60
511210	ADEEC050FA.30	Companion Subscription License - Concurrent Users – 30 users	30 users	\$28,771.20
511210	ADEEC050FA.40	Companion Subscription License - Concurrent Users – 40 users	40 users	\$37,627.20
511210	ADEEC050FA.50	Companion Subscription License - Concurrent Users – 50 users	50 users	\$45,792.00
511210	ADEEC050FA.60	Companion Subscription License - Concurrent Users– 60 users	60 users	\$54,237.60
511210	ADEEC050FA.70	Companion Subscription License - Concurrent Users – 70 users	70 users	\$62,823.60
511210	ADEEC050FA.80	Companion Subscription License - Concurrent Users– 80 users	80 users	\$70,329.60
511210	ADEEC050FA.90	Companion Subscription License - Concurrent Users– 90 users	90 users	\$78,051.60
511210	ADEEC050FA.100	Companion Subscription License - Concurrent Users– 100 users	100 users	\$84,888.00
511210	ADEEC050FA.101-200	Companion Subscription License - Concurrent Users – 101-200	per user	\$703.08
511210	ADEEC050FA.201-300	Companion Subscription License - Concurrent Users – 201-300	per user	\$656.64
511210	ADEEC050FA.301-400	Companion Subscription License - Concurrent Users – 301-400	per user	\$619.92
511210	ADEEC050FA.401-500	Companion Subscription License - Concurrent Users – 401-500	per user	\$572.40
511210	ADEEC050FA.501-600	Companion Subscription License - Concurrent Users– 501-600	per user	\$524.88
511210	ADEEC050FA.601+	Companion Subscription License - Concurrent Users – 601+	per user	\$466.56
511210	ADEXMOD8A.5	SPM 8 - Multiple User Electronic - 5 Users	5 users	\$30,731.40
511210	ADEXMOD8A.10	SPM 8 - Multiple User Electronic - 10 Users	10 users	\$52,164.00
511210	ADEXMOD8A.15	SPM 8 - Multiple User Electronic - 15 Users	15 users	\$69,741.00
511210	ADEXMOD8A.20	SPM 8 - Multiple User Electronic - 20 Users	20 users	\$86,421.60
511210	ADEXMOD8A.30	SPM 8 - Multiple User Electronic - 30 Users	30 users	\$124,513.20
511210	ADEXMOD8A.40	SPM 8 - Multiple User Electronic - 40 Users	40 users	\$159,235.20
511210	ADEXMOD8A.50	SPM 8 - Multiple User Electronic - 50 Users	50 users	\$191,106.00
511210	ADEXMOD8A.60	SPM 8 - Multiple User Electronic - 60 Users	60 users	\$222,523.20
511210	ADEXMOD8A.70	SPM 8 - Multiple User Electronic - 70 Users	70 users	\$251,672.40
511210	ADEXMOD8A.80	SPM 8 - Multiple User Electronic - 80 Users	80 users	\$279,417.60
511210	ADEXMOD8A.90	SPM 8 - Multiple User Electronic - 90 Users	90 users	\$304,138.80
511210	ADEXMOD8A.100	SPM 8 - Multiple User Electronic - 100 Users	100 users	\$327,780.00
511210	ADEXMOD8A.1	SPM 8 - Single User	Per user	\$14,175.00
611420	FPEXT020Y	Quality Trainer 2- online subscription to self-paced program designed to teach statistics using Minitab Statistical Software.	per year	\$539.10
611420	TROXM190.01X	On-site Training - Instructor-led Classroom training at client site using Minitab 1 (All Courses, All Languages)	Single day	\$5,056.20

611420	TROXM190.02X	On-site Training - Instructor-led Classroom training at client site using Minitab 19 (All Courses, All Languages)	2+ consecutive days, per day	\$3,397.50
611420	TRPXM190.ME	Public Training - Instructor-led Classroom training at public site using Minitab 19 (Essentials) (All Languages)	per course	\$961.20
611420	TRPXM190.XXX	Public Training - Instructor-led Classroom training at public site using Minitab 19 (All other additional Courses- All Languages)	per day	\$607.50
611420	TRRXM190.01X	Remote Training Course using Minitab 19 (All courses, All languages)	Single day	\$5,056.20
611420	TRRXM190.02X	Remote Training Course using Minitab 19 (All courses, All languages)	2+ consecutive days, per day	\$3,397.50

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 511210),**

PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210)

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software. Inspection of services is in accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007) (DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

2. COMMERCIAL SUPPLIER AGREEMENTS

Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements. The Contractor shall provide all Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements in an editable Microsoft Office (Word) format for review prior to award.

3. GUARANTEE/WARRANTY

- a. The Contractor’s commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number ___ for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from ___ to ___.

****Provide telephone number and hours of operation for technical support hot line; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central time, Mountain time or Pacific time.****

5. SOFTWARE MAINTENANCE a. Software maintenance as it is defined: (select software maintenance type) : (1) ___ Software Maintenance as a Product (511210)

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

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

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

(2) ___ Software Maintenance Services (SIN 54151)

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

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

6. PERIODS OF TERM LICENSES (SIN 511210) AND SOFTWARE MAINTENANCE SERVICES (SIN 54151)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period or time.

b. Term licenses and/or software maintenance services may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When using annually appropriated funds are cited on an order for term licenses and/or software maintenance services, the period of the term licenses and/or software maintenance services shall automatically expire on September 30 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 software maintenance services will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

****The phrase, “Term Licenses and/or Software Maintenance Service” in the preceding paragraphs may need to be revised in order to be consistent with the Offeror’s proposal; e.g., if only software maintenance is offered, all references to “term licenses” should be deleted from the preceding paragraphs.****

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. When a contractor commercially 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.
- b. 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.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. 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.

8. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited. 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.

****Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.****

- b. 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 Special Item Number 54151, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (511210, AND SIN 54151)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following: (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or

otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 9.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 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.

(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.

(6) 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.

(7) 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.

(8) Software Asset Identification Tags (SWID) (Option 1 SIN 511210)

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. 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.

(9) Reallocation of Perpetual Software (Option 2 SIN 511210)

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be _____ percentage (%) 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.

10. SOFTWARE CONVERSIONS - (SIN 511210)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (511210), 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 (510210), 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.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, 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.

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses, if commercially available.

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

1. SCOPE a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general-purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. § 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings, printed and copied two-sided on paper containing 30% postconsumer materials (fiber). Such documentation will become the property of the student upon completion of the training class.

b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered: (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

(2) The length of the course;

(3) Mandatory and desirable prerequisites for student enrollment;

(4) The minimum and maximum number of students per class;

(5) The locations where the course is offered;

(6) Class schedules; and

(7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.
