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## CHAPTER 6. SPECIAL ITEM 132-50: CLASSROOM TRAINING

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### TERMS AND CONDITIONS

Note: These terms are in addition to those described in Chapter 1, General Information.

#### 6.1 SCOPE

IBM 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.

IBM provides public and private class training courses. For private class training the location will be agreed to by IBM and the ordering activity.

User Training may be delivered in either the traditional classroom setting or via Computer Based Training (CBT). When placing orders for machine readable education materials including CBT training, the terms of SIN 132-33 also apply.

IBM locations are accessible for students with disabilities. If reasonable accommodations are required for an individual with a disability, please advise IBM of the accommodations in advance. IBM does not provide personal attendants, but attendants are welcome to accompany students to class.

#### 6.2 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 course number, course title, course date and time, student's name, and contracted dollar amount of the course.

#### 6.3 TIME OF DELIVERY

For private classes IBM shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity. IBM will make available its schedule for its public class courses.

#### 6.4 CANCELLATION AND RESCHEDULING

- a. For IBM Public Courses, the ordering activity may notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend the course. 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.

#### Cancellation for Private Class Courses:

The Government may cancel a private class within the following timeframes subject to the following cancellation charges:

1. Cancellation within seven calendar days prior to the scheduled start date a cancellation fee in the amount of the full class price will be billed.
2. Cancellation between eight and fifteen days prior to the scheduled start date, a fee of 25% of the class price will be billed.
3. Cancellation between sixteen and twenty-one calendar days prior to the scheduled start date, a fee of 10% of the class price will be billed.
4. No cancellation fee applies if the private class is cancelled more than twenty-one calendar days prior to the scheduled start date.

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. Charges will also be incurred if a class is rescheduled within 21 days from the start of the class. Those charges may be applied at the same rate as the cancellation charges described above.

## 6.5 FOLLOW-UP SUPPORT

IBM has service options available to customers who require refresher assistance and answers to related course curriculum questions after attending a class. In addition,, the student may contact the course instructor.

## 6.6 PRICE FOR TRAINING

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

## **6.7 INVOICES AND PAYMENT**

Invoices for training shall be submitted by the Contractor after the ordering activity completion of the training course. Charges for training is billed in arrears.

Charges for User Training are identified in the Education Price List of this schedule contract., Invoicing for CBT courses are as described for one time charge software in SIN 132-33.

Prices for publicly scheduled classes include the use of required education Materials and machines. They do not include taxes or student travel and living expenses. For private classes, additional charges may be applicable for instructor travel and living expenses, facilities, and remote lab support. It is expected that the customer's computer and terminals will be used to support the lab exercises for a requested private class. The course description indicates whether a class includes machine labs.

## **6.8 PRICES FOR IBM PRIVATE CLASSES**

IBM Private classes are delivered at a customer's location for a class with up to 14 students, (except as noted in the pricelist) with an incremental charge for each additional student. The prices in the Education Pricelist assumes local instructor availability. 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 this GSA 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.

### **6.8.1 OUTSIDE THE CONTINENTAL U.S. (OCONUS)**

For courses delivered outside the continental United States, actual travel expenses of IBM or IBM-authorized education personnel associated with providing instruction shall be billable. Travel expenses shall include, but not be limited to, commercial carrier charges, tolls, meals, lodging and rental cars. In addition privately owned vehicle mileage will be charged at the rate not to exceed \$.375 per mile, in accordance with the federal travel regulations or the joint travel regulations, as applicable.

The Government shall have the option to furnish Government transportation, meals and lodging (if applicable) at no charge to IBM. If the Government elects this option, the transportation, meals, lodging and any other support provided by the Government shall be equivalent to the Government per diem, in accordance with the federal travel regulations or the joint travel regulations, as applicable.

## 6.8.2 SERVICE OPTIONS

Two additional service options are provided to handle special circumstances. If the Government is unable to provide their own facilities or lab system, they may purchase these from IBM. For each of these additional service options, IBM will add a charge per day to the cost of the private class for CONUS delivered classes. The charge will be dependent upon the specific requirements.

A. The Government may request IBM supported hands-on lab service, rather than installing the class exercises on their equipment. This service entails the use of the exercises directly on the Education Computing Services (ECS), a lab support system used for IBM's standard public classes.

B. The Government may also request that their private class be held at nearby IBM facilities instead of at their premises.

For OCONUS delivered classes, per-day lab support and/or facility fees will be dependent upon the specific circumstances of the classes provided, and will be quoted upon request.

## 6.9 ADDITIONAL IBM TERMS

### 6.9.1 ACCEPTANCE

Upon class completion.

### 6.9.2 CUSTOMER DISSATISFACTION CREDIT (MONEY BACK GUARANTEE)

If a student is not satisfied with an IBM class offered in this Schedule contract, and notifies IBM, in writing, within 30 days of the class completion, IBM will offer an additional class or will refund the price of the class. IBM's Education Customer Service Center (CSC) is the primary contact for customer satisfaction concerns relative to Education. They can be contacted at 1-800-IBM-TEACH.

### 6.9.3 OTHER GOVERNMENT RESPONSIBILITIES

Government agrees not to:

- A. Copy IBM's copyrighted material without IBM's prior written consent.
- B. Use recording equipment in IBM's classes without IBM's prior written consent.
- C. Use trademark, trade name, or other designation in any promotion or publication without IBM's prior written consent.
- D. Assign, or otherwise transfer your rights under this Contract without IBM's prior written consent.

E. Neither the Government or IBM is responsible for failure to fulfill any obligations due to causes beyond its control.

#### **6.9.4 WARRANTY**

THERE ARE NO EXPRESS WARRANTIES EXCEPT THOSE CONTAINED HEREIN OR IN ANY APPLICABLE LICENSE AGREEMENT. THERE ARE NO IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTY AS TO RESULTS TO BE ATTAINED BY ATTENDING OUR CLASSES OR USING OUR EDUCATION MATERIALS.

#### **6.9.5 WARRANTY FOR IBM PROGRAMS**

Refer to the Warranty information in SIN 132-33.

