General Services Administration
Authorized MAS 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™, a menu-driven database system. The Internet address for GSA-Advantage™ is: http://www.gsaadvantage.gov

Multiple Award Schedule (MAS)

Contract Number: GS-30F-0026Y

Contract Period: July 2, 2022 to July 1, 2027

Mobile Medical International Corporation
2176 Portland Street / P.O. Box 672
Telephone: (802) 748-2322
Fax: (802) 748-2323
www.mmicglobal.com

Business Size/Status: Small

Prices shown herein are NET (applicable discount deducted)

Pricelist current through Contract Award effective July 1, 2027
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GENERAL CONTRACT INFORMATION

1a. Table of Awarded Special Item Numbers (SINs): Please refer to Page #3 for a more detailed description
- SIN 3361V, Special Vocational Vehicles and Attachments
- SIN 532120, Leased Heavy Duty Vehicles and Accessories

**3361V** and **532120**:
Section 833 of the National Defense Authorization Act allows state and local governments to purchase products and services to facilitate recovery from a major disaster. This includes advance and pre-positioning in preparation for a disaster.

1b. Lowest Priced Model Number and Lowest Price: Please refer to our pricing on Page #11

1c. Labor Category Descriptions: Not Applicable

2. Maximum Order:
   - SIN 3361V: $2,000,000.00
   - SIN 532120: $250,000.00

3. Minimum Order: $100.00

4. Geographic Coverage: Domestic Only

5. Point (s) of Production: Saint Johnsbury, Vermont

6. Discount from List Price: All Prices Herein are Net

7. Quantity Discounts: None Offered

8. Prompt Payment Terms: Net 30 days

9a. Government Purchase Card is accepted at or below the micro-purchase threshold.

9b. Government Purchase Card is accepted above the micro-purchase threshold.

10. Foreign Items: None

11a. Time of Delivery: 21 to 210 Days ARO

11b. Expedited Delivery: To Be Negotiated with Ordering Agency

11c. Overnight and 2-Day Delivery: To Be Negotiated with Ordering Agency

11d. Urgent Requirement: To Be Negotiated with Ordering Agency

12. F.O.B. Point(s): Origin

13a. Ordering Address: Mobile Medical International Corporation
    Attn: Janet Lumbra / GSA Orders
    P.O. Box 672
    Saint Johnsbury, VT 05819

13b. For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment Address: Mobile Medical International Corporation  
          Attn: Cindy Dunn / Accounts Receivable  
          P.O. Box 672  
          Saint Johnsbury, VT 05819

15. Warranty Provision: Please contact Mobile Medical International Corporation for a copy of their commercial warranty.

16. Export Packing Charges: Not Applicable


18. Terms and conditions of rental, maintenance, and repair: Terms and conditions for leasing included as part of this pricelist. Contact MMIC for information on maintenance and repair services.

19. Terms and conditions of installation (if applicable): The products described herein are not self-installable. Purchase of commissioning (installation) and decommissioning required for leases; commissioning is required for purchases.

20. Terms and conditions of repair parts indicating date of parts, price lists and any discounts from list prices: Contact MMIC

20a. Terms and conditions for any other services (if applicable): Contact MMIC

21. List of service and distribution points (if applicable): St. Johnsbury, VT

22. List of participating dealers (if applicable): Not Applicable

23. Preventative maintenance (if applicable): Contact MMIC

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants.): All Mobile Sterile Processing Systems are manufactured to FGI guidelines for healthcare facilities and are designed to meet AAMI TIR34 Critical Water guidelines.

All Mobile Surgical Units are eligible for state licensure, accreditation by The Joint Commission and certification by the Centers for Medicaid and Medicare Services (CMS).

24b. 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/  
          Contact Contract Administrator for more information.

25. Unique Entity Identifier: EKJ1YDSCLMH1

26. Mobile Medical International Corporation is registered in the SAM.gov database and is an SBA certified Small Business.
ABOUT MOBILE MEDICAL INTERNATIONAL CORPORATION

Mobile Medical International Corporation (MMIC) offers U.S. healthcare code compliant Mobile Sterile Processing Systems, Mobile Surgery Units, and Mobile Endoscopy Units and other healthcare delivery facilities providing on-site solutions to meet renovation, correctional healthcare, over-capacity, and humanitarian needs throughout the U.S. MMIC's U.S. healthcare code compliant mobile healthcare delivery solutions, based upon the proven success of the first Mobile Surgery Unit™ introduced in 1996, provide MMIC with a long and successful history of meeting customer requirements and exceeding market expectations.

CONTRACT OVERVIEW

GSA awarded Mobile Medical International Corporation a GSA Federal Supply Schedule contract for Automotive Superstore (MAS), Contract Number GS-30F-0026Y. The current contract period is July 2, 2022 – July 1, 2027. GSA may exercise a total of up to two additional five-year option periods. The contract allows for the placement of Firm Fixed Price or Time and Materials task orders using the labor categories and ceiling rates defined in the contract.

CONTRACT ADMINISTRATOR/CONTRACT NEGOTIATOR

Janet Lumbra, Director, Business Development
Mobile Medical International Corporation
2176 Portland Street / P.O. Box 672
Saint Johnsbury, VT 05819
Telephone: 802-748-2322
Fax Number: 802-748-2323
Email: jlumbra@mmicglobal.com

Alternate Contract Administrator/Contract Negotiator

Cynthia L Dunn, Controller
Mobile Medical International Corporation
2176 Portland Street / P.O. Box 672
Saint Johnsbury, VT 05819
Telephone: 802-748-2322
Fax Number: 802-748-2323
Email: cdunn@mmicglobal.com

MARKETING AND TECHNICAL POINT OF CONTACT/CONTRACT NEGOTIATOR

Jeffrey Paquet, President and CEO
Mobile Medical International Corporation
2176 Portland Street / P.O. Box 672
Saint Johnsbury, VT 05819
Telephone: 802-748-2322
Fax Number: 802-748-2323
Email: jpaquet@mmicglobal.com

CONTRACT USE

This contract is available for use by all federal government agencies, as a source for Automotive Superstore, for nationwide use. Executive agencies, other Federal agencies, mixed –ownership Government corporations, and the District of Columbia; government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply may
use this contract. Additionally, contractors are encouraged to accept orders received from activities within the Executive Branch of the Federal Government.

SPECIAL ITEM NUMBER (SIN) DESCRIPTIONS

3361V – Special Vocational Vehicles and Attachments
Utility & Telecom Construction Equipment and Attachments: Includes but not limited to: Service and Line Body Trucks, Personnel Lifts, Digger Derricks, Cable Placers. Special Vocation Vehicles and Attachment: Vocations include but not limited to: Blood Donor, Dental, Laboratory, Medical, Clinical, Healthcare, Mobile Command, Concession, Sound Stage, Emergency Response, Communication, Broadcast, Electronic News Gathering, Training, Marketing, Troop Transport, Patient Evacuation, and related options and equipment. Platforms include but not limited to: Truck, Van, Semitrailer, Trailer, Bus, and Motorcoach. Aircraft Ground Support Vehicles and Equipment: Includes but not limited to: Catering Highlift Trucks, Cabin Service Highlift Trucks, Handicap Passenger Highlift Trucks, Stake Bed Highlift Trucks, Narrow Passenger Stairway Trucks, Wide Body Passenger Stairway Trucks, Lavatory Trucks, Washers and De-icer Maintenance Lifts, Potable Water Trucks, Lavatory Carts, Belt Loaders, and related accessories. Waste Disposal Vehicles and Attachments: including but not limited to: Refuse Vehicles and/or Trailers; Recycling Vehicles and/or Trailers; Hazardous Waste Disposal Vehicles and/or Trailers; and Liquid Waste Vehicles and/or Trailers, Roll-off, Hoist, and Hook Lift Trucks.

532120 – Leased Heavy Duty Vehicles and Accessories
For additional NAICS Codes applicable to MMIC’s products, please refer to Mobile Medical International Corporation’s Representations and Certifications at https://sam.gov for a complete list of NAICS codes.

Leasing of heavy duty vehicles including Fire Trucks

PRODUCT SERVICE CODES (PSC) DESCRIPTIONS

W065
Lease or Rental of Equipment—Medical, Dental, and Veterinary Equipment and Supplies Services Federal Category 10.2: Medical — Medical Equipment and Accessories and Supplies

2330
Trailers Notes: This class includes only complete trailers, and chassis therefor. Any end items, assemblies, parts, attachments, or accessories, other than complete chassis, for use in or on trailers are classified in classes other than this class. The combined chassis and body of a special purpose trailer, such as a machine shop, mobile laundry, or dental laboratory, is classified in this class. The complete mobile unit, consisting of chassis, body, and additional equipment, as in an equipped trailer-mounted machine shop, is excluded from this class. Includes: Semitrailers; Semitrailer Dollies; Cargo Trailers; Passenger and House Trailers; Special Purpose Trailers, such as Ammunition. Excludes: Fire Fighting Trailers; Specially designed trailers for use in and around airfields, hangers, and warehouses.

For additional Product Service Codes applicable to MMIC’s products, please refer to Mobile Medical International Corporation’s Representations and Certifications at https://sam.gov for a complete list of Product Service Codes.
INSTRUCTIONS FOR PLACING ORDERS FOR SUPPLIES BASED ON GSA SCHEDULE FIXED PRICES

GSA provides a streamlined, efficient process for ordering the supplies you need. GSA has already determined that Mobile Medical International Corporation’s prices are fair and reasonable. Agencies may use written orders; facsimile orders, credit card orders, blanket purchase agreement orders or individual purchase orders under this contract.

Orders under the Micro-Purchase Threshold

- You can place the order directly with the contractor for the item that best meets your needs.

Orders over the Micro-Purchase Threshold

As required by FAR 8.404, you are required to:

- Review the GSA Advantage! online shopping service.
- Then make a Best Value determination.

OR

- Review 3 Schedule contractors’ pricelists.
- Select Best Value (considering price, plus administrative costs).
- Place the order directly with Schedule contractor of your choice.

Orders over the Simplified Acquisition Threshold

- Follow the procedures for orders over the micro-purchase threshold.
- Review additional price lists or use the GSA Advantage! online shopping service.
- Seek price reductions from Schedule contractors that represent Best Value.
- Place your order with the Schedule contractor offering the Best Value.
REQUIREMENTS EXCEEDING THE MAXIMUM ORDER

In accordance with FAR 8.404, before placing an order that exceeds the maximum order threshold, ordering offices shall:

- Review additional schedule contractors’ catalogs/price lists or use the “GSA Advantage!” on-line shopping service;
- Based upon the initial evaluation, generally seek price reductions from the schedule contractor(s) appearing to provide the best value (considering price and other factors); and
- After price reductions have been sought, place the order with the schedule contractor that provides the best value and results in the lowest overall cost alternative (see FAR 8.404(a)). If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

Vendors may:

Offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations.)

- Offer the lowest price available under the contract; or
- Decline the order (orders must be returned in accordance with FAR 52.216-19).

A task order that exceeds the maximum order may be placed with the Contractor selected in accordance with FAR 8.404. The order will be placed under the contract.

Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR 552.238-74.
BLANKET PURCHASE AGREEMENT

Ordering activities may establish BPAs under any schedule contract to fill repetitive needs for supplies or services. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPAs and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). In determining how many BPAs to establish, consider:

- The scope and complexity of the requirement(s);
- The need to periodically compare multiple technical approaches or prices;
- The administrative costs of BPAs; and
- The technical qualifications of the schedule contractor(s).

Establishment of a single BPA, or multiple BPAs, shall be made using the same procedures outlined in 8.405-1 or 8.405-2. BPAs shall address the frequency of ordering, invoicing, discounts, requirements (e.g. estimated quantities, work to be performed), delivery locations, and time.

When establishing multiple BPAs, the ordering activity shall specify the procedures for placing orders under the BPAs.

Establishment of a multi-agency BPA against a Federal Supply Schedule contract is permitted if the multi-agency BPA identifies the participating agencies and their estimated requirements at the time the BPA is established.

Ordering from BPAs:

Single BPA. If the ordering activity establishes one BPA, authorized users may place the order directly under the established BPA when the need for the supply or service arises.

Multiple BPAs. If the ordering activity establishes multiple BPAs, before placing an order exceeding the micro-purchase threshold, the ordering activity shall:

- Forward the requirement, or statement of work and the evaluation criteria, to an appropriate number of BPA holders, as established in the BPA ordering procedures; and
- Evaluate the responses received, make a best value determination (see 8.404(d)), and place the order with the BPA holder that represents the best value.

BPAs for hourly rate services. If the BPA is for hourly rate services, the ordering activity shall develop a statement of work for requirements covered by the BPA. All orders under the BPA shall specify a price for the performance of the tasks identified in the statement of work.

Duration of BPAs. BPAs generally should not exceed five years in length but may do so to meet program requirements. Contractors may be awarded BPAs that extend beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA’s period of performance.

Review of BPAs:
The ordering activity that established the BPA shall review it at least once a year to determine whether:

- The schedule contract, upon which the BPA was established, is still in effect;
- The BPA still represents the best value (see 8.404(d)); and
- Estimated quantities/amounts have been exceeded and additional price reductions can be obtained.

The ordering activity shall document the results of its review.
## PRODUCT PRICING
### SINs 3361V / 3361VRC and 532120 / 532120RC

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<tr>
<th>SIN</th>
<th>Product Description</th>
<th>Unit</th>
<th>GSA Price</th>
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<tbody>
<tr>
<td>3361V</td>
<td>MSU-01 Mobile Surgical Unit™ <em>(Purchase/unit)</em> (refer to page 11 for a description)</td>
<td>EA</td>
<td>$3,249,937.75</td>
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<tr>
<td>532120</td>
<td>MSPS-01 Mobile Sterile Processing System™ <em>(Lease/month/unit)</em> (refer to page 10 for a description)</td>
<td>MO</td>
<td>$73,857.93</td>
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<td>532120</td>
<td>MSU-01 Mobile Surgical Unit™ <em>(Lease/month/unit)</em> (refer to page 11 for a description)</td>
<td>MO</td>
<td>$86,397.98</td>
</tr>
<tr>
<td>532120</td>
<td>MEU-01 Mobile Endoscopy Unit™ <em>(Lease/month/unit)</em> (refer to page 12 for a description)</td>
<td>MO</td>
<td>$86,397.98</td>
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### Mobile Unit™ Commissioning

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<th>Unit</th>
<th>Price</th>
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<td>3361V</td>
<td>Applies to Continental U.S. only</td>
<td>EA</td>
<td>$51,838.79</td>
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<tr>
<td>532120</td>
<td>Alaska, Hawaii and Puerto Rico require quotations</td>
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<td></td>
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<tr>
<td></td>
<td><em>(refer to page 11 for a description)</em></td>
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### Mobile Unit™ Decommissioning

<table>
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<th>SIN</th>
<th>Description</th>
<th>Unit</th>
<th>Price</th>
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<tr>
<td>3361V</td>
<td>Applies to Continental U.S. only</td>
<td>EA</td>
<td>$41,964.74</td>
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<tr>
<td>532120</td>
<td>Alaska, Hawaii and Puerto Rico require quotations</td>
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<td></td>
<td><em>(refer to page 13 for a description)</em></td>
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### OPTIONS

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<th>Description</th>
<th>Unit</th>
<th>Price</th>
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<tr>
<td>3361V</td>
<td>Cold Weather Package recommended for any areas that experience any temperatures below 40°F. Cold Weather Package provides heaters, insulation, and skirting to protect mobile units from freezing during cold temperatures. Each unit leased or purchased in cold climates requires a Cold Weather Package. <em>(refer to page 13 for a description)</em></td>
<td>EA</td>
<td>$13,329.97</td>
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</table>
Mobile Sterile Processing System™ (MSPS™)

Model MSPS-01

The Mobile Sterile Processing System™ (MSPS™) is a U.S. healthcare compliant (ASHRAE 179 and AAMI TIR 34 and ST79 Guidelines) mobile sterile processing system providing 1000ft² (92.90 m²) of usable space including an entry for decontamination and an entry for sterilization as well as an Emergency Ingress/Egress Door and a Utility Room entry/exit door.

The MSPS contains the following:

- Dual hydraulically expanding sides with leveling system
- Integrated Heating, Ventilating and Air Conditioning (HVAC) System providing air pressure relationships to meet ASHRAE standards for sterile processing
- Integrated power system
- Integrated sterile processing center infrastructure, i.e. telecommunications, three Vacuum/Gravity Sterilizers (refer to configuration/capacity options below); Washer/Disinfectors, Ultrasonic Cleaner; Pass-through Window, Stainless Steel Workstation with integral 3-bay sink, and Height Adjustable Prep/Pack Tables

**DESIGN FEATURES**

**Sterile Processing Configuration**

Separate decontamination, sterile unload and sterile areas provide a 3-Zone system. Designed for the purpose of re-processing medical instrumentation in compliance with ASHRAE guidelines for air pressure relationships and humidity control and AAMI guidelines for critical water. Fully configured with sterilizers, washer/disinfectors, ultrasonic cleaner, 3-bay sink and prep and pack tables. Integrated and/or discrete AAMI TIR34 compliant critical water systems are also available.

**Configuration Options:**

- Mobile Sterile Processing System-01 (with both decom and sterile services)
- Mobile Sterile Processing System-02 (fully integrated 3-Zone System – not yet available on the GSA Price Schedule)
- Mobile Decontamination only
- Mobile Sterilizer only

**Mobile Sterile Processing Systems may be equipped with sterilizers providing the following overall unit sterilizing capacities:**

- 24 US-tray capacity/cycle
- 30 US tray capacity/cycle
- 36 US tray capacity/cycle
- 40 US tray capacity/cycle

Configured in a 53 Ft. (16.15m) hydraulically expandable trailer, the MSPS provides:

ASHRAE /AAMI compliant guidelines sterile processing services where you need them.

Ideal for:

- Hospital Renovation
- Sterile Processing Over-Capacity
- Emergency Back-up

20220520-REV2

Approved for General Release
The Mobile Surgery Unit™ is a fully integrated, U.S. healthcare compliant (CMS certifiable / Joint Commission accreditable) mobile ambulatory surgery center providing 1000ft² (92.90 m²) of usable space including an entry, pre- and post-operative area, nurses’ station, scrub station, operating room, soiled utility room, and clean utility room.

The MSU contains the following:
- Dual hydraulically expanding sides with leveling system
- Integrated Heating, Ventilating and Air Conditioning (HVAC) System with 99.99% HEPA filtration providing up to 20 air exchanges per hour in the operating room
- Integrated power system with redundant emergency back-up systems, i.e. Generator, Uninterruptible Power Source, 12-Volt Battery Back-up
- Integrated surgery center infrastructure, i.e. medical gas, vacuum, telecommunications, nurse call, scrub sink, system monitoring, synchronized time, operating room light, X-ray illuminator, instrument sterilization, plumbing, and modular cabinetry

**DESIGN FEATURES**

**Integrated Expandable 53’ Trailer**
The expandable trailer is designed in accordance with Facility Guidelines Institute (FGI) guidelines for healthcare facilities, National Electrical Codes (NEC), International Plumbing Codes (IPC), National Fire Protection Association (NFPA) standards for Life Safety.

**Heating, Ventilating and Air Conditioning (HVAC)**
Integrated code compliant heating, ventilating and air conditioning (HVAC) system including High Efficiency Particulate Air (HEPA) filtration and required air exchanges.

**Emergency Power System**
Integrated power with redundant emergency back-up power system (generator, uninterruptible power source (UPS), and battery back-up).

**Medical Suite Configuration**
Fully integrated medical suite meeting U.S. healthcare standards for air quality and exchanges and medical gas delivery. Five (5) Patient Care Stations for delivery of medical gas and vacuum with emergency power outlets. Includes dual head LED operating light.

**Modular Storage Cabinetry**
Rail-mounted modular cabinetry and roll around carts for medical supplies storage.
Mobile Endoscopy Unit™ (MEU)  
Model MEU-01

The Mobile Endoscopy Unit™ is a fully integrated, U.S. healthcare compliant (CMS certifiable / Joint Commission accreditable) mobile endoscopy center providing 1000ft² (92.90 m²) of usable space including an entry, pre- and post-operative area, nurses’ station, scrub station, two 200ft² procedure rooms, soiled utility room, and clean utility room.

The MEU contains the following:

- Dual hydraulically expanding sides with leveling system
- Integrated Heating, Ventilating and Air Conditioning (HVAC) System with 99.99% HEPA filtration providing up to 20 air exchanges per hour in the procedure rooms
- Integrated power system with redundant emergency back-up systems, i.e. Generator, Uninterruptible Power Source, 12-Volt Battery Back-up
- Integrated endoscopy center infrastructure, i.e. medical gas, vacuum, telecommunications, nurse call, scrub sink, system monitoring, synchronized time, dimmable lighting, plumbing, and modular cabinetry

**DESIGN FEATURES**

**Integrated Expandable 53’ Trailer**
The expandable trailer is designed in accordance with Facilities Guidelines Institute (FGI) guidelines for healthcare facilities, National Electrical Codes (NEC), International Plumbing Codes (IPC), National Fire Protection Association (NFPA) standards for Life Safety.

**Heating, Ventilating and Air Conditioning (HVAC)**
Integrated code compliant heating, ventilating and air conditioning (HVAC) system including High Efficiency Particulate Air (HEPA) filtration and required air exchanges.

**Emergency Power System**
Integrated power with redundant emergency back-up power system (generator, uninterruptible power source (UPS), and battery back-up).

**Endoscopy Suites Configuration**
Two fully integrated endoscopy suites meeting U.S. healthcare codes for air quality and exchanges and medical gas delivery. Two Patient Care Stations per suite for delivery of medical gas and vacuum with emergency power outlets.

**Modular Storage Cabinetry**
Rail-mounted modular cabinetry and roll around carts for medical supplies storage.

Configured in a 53 Ft. (16.15m) hydraulically expandable trailer, the MEU provides:

State Licensable  
CMS/Medicare  
Certifiable  
Joint Commission  
Accreditable  
endoscopic services where you need them.

Ideal for:
Hospital Renovation  
Endoscopy Over-Capacity  
Rural Outreach  
Physician Groups

20200201-REV1  
Approved for General Release
Mobile Medical International Corporation

Mobile Unit Commissioning and De-Commissioning

Commissioning
- Delivery
- Unit Positioning / Installation
- Unit Leveling
- Unit Expansion
- Interior Unit Configuration
- Verification of Appropriate Utility Connections to Unit
- Start-up
- Verification of Unit Systems
- Test and Balance of Unit (third-party at no additional cost to customer)
- Calibration and Verification of Functionality of all Equipment
- Staff Training (OEM training on sterile processing equipment; MMIC training on use of the mobile unit)
- Customer Acceptance

De-Commissioning
- Inventory and damage assessment of MMIC equipment
- Interior breakdown and preparation for transport
- Securing interior equipment for transport
- Disconnection from access points, i.e. stairs, landings, ramps, corridors, external vestibules, etc.
- Winterization (as applicable)
- Support of customer disconnection from applicable utilities as may be needed
- Removal of Unit
- Site Clean-up
- Customer Acceptance

The following items are Customer Responsibilities at De-commissioning
- Unit Terminal Cleaning just prior to decommissioning
- Removal of all customer-supplied/owned equipment
- Review and acceptance of MMIC De-commissioning Certification to include acceptance of any customer-caused damage assessments to be paid prior to unit removal

Support Items (SIN 3361V)
- Cold Weather Package $13,329.97/unit location

Maintenance
- Initial Training at Start-up No Charge to GSA Customers

MMIC offers a variety of ancillary services to complement its product offerings and to support customer requirements. Customers requiring Sitework Connecting Corridors Site Design Supporting Structures (i.e. Patient Recovery Care, Central Sterile Processing etc.) Discuss these needs with your MMIC Sales Representative and a proposal to meet your needs will be provided.
TERMS AND CONDITIONS APPLICABLE TO LEASING SIN 532120

OPTION 1:

1. STATEMENT
   a. It is understood by all parties to this contract that orders issued under SIN 532120 shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.
   b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS
   a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:
      (1) The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercises its right to terminate under FAR 52.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year’s funds or to otherwise commit the ordering activity to a renewal.
      (2) All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity’s intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order, shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.
   b. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease the product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION
   Notwithstanding any other provision relating to the SINs listed above, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in FAR 52.212-4. (l) Termination for the ordering activity’s convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

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OPTION 2

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity’s stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms
apply. These terms address the timing and extent of the ordering activity’s financial obligation including any potential charges for early end of the lease.

1. **LEASING PRICE LIST NOTICE:**

Contractors must include the following notice in their contract price list for SINs mentioned above:

“The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease.”

2. **STATEMENT OF ORDERING ACTIVITY INTENT:**

(a) The ordering activity and the Contractor understand that a delivery order issued pursuant to the SINs listed above is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the “Lease Term”). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

(b) Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. **LEASE TERM:**

(a) The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product’s published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

(b) Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. Defense agencies must also consider DOD FAR supplement (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.

(c) The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the vehicles set forth in the original delivery order. Delivery orders under the SINs listed above shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

(d) Where an ordering activity’s specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstance.
4. LEASE TERMINATION:

(a) The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity’s representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.

(i) The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity’s contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m).

(ii) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order’s Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

(b) Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity’s contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), Termination for Convenience of the ordering activity. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year’s payment obligations less payments made to date of termination plus the Termination Ceiling.

(c) Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity’s contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

(d) Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

(e) At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

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LEASE PROVISIONS COMMON TO ALL TYPES OF LEASE AGREEMENTS

1. ORDERING PROCEDURES:

(a) When an ordering activity expresses an interest in leasing a product(s), the ordering activity will provide the following information to the prospective Contractor:

(i) Which product(s) is (are) required.

(ii) The required delivery date.
(iii) The proposed lease plan and term of the lease.
(iv) Where the product will be located.
(v) Description of the intended use of the product.
(vi) Source and type of appropriations to be used.

(b) The Contractor will respond with:

(i) Whether the Contractor can provide the required product.
(ii) The monthly payment based on the rate.
(iii) The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
(iv) A confirmation of the availability of the product on the required delivery date.
(v) Extent of warranty coverage, if any, of the leased products.
(vi) The length of time the quote is valid.

(c) The ordering activity may issue a delivery order to the Contractor based on the information set forth in the Contractor’s quote. In the event that the ordering activity does not issued a delivery order within the validity period stated in the Contractor’s quote letter, the quote shall expire.

2. **ASSIGNMENT OF CLAIMS:**

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity’s contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.804-5. The extent of the assignee’s protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

3. **PEACEFUL POSSESSION AND UNRESTRICTED USE:**

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity’s mission, the ordering activity’s quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity’s duties or increase the burdens or risks imposed on the ordering activity.

4. **COMMENCEMENT OF LEASE:**

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

5. **INSTALLATION AND MAINTENANCE:**

a. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor’s schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.
6. **MONTHLY PAYMENTS:**

a. Prior to the placement of an order under the SINs listed above, the ordering activity and the Contractor must agree on a “base value” for the products to be leased. The residual value will be used in the calculation of the original lease payment and lease extension payments.

b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: ______________________________________

For Example: Lease factor one (1) percent over the rate for the three-year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using “rate” functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.

d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

NOTE: At the order level, ordering activity may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist.

e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

7. **LEASE END/DISCONTINUANCE OPTIONS:**

a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non- Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:

(i) to purchase the product for the residual value of the product, or

(ii) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

b. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or it's assigns.

c. Returns:

(i) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
(ii) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

(iii) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.

8. **UPGRADES AND ADDITIONS:**

a. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

   (1) Can be removed without causing material damage to the product;
   
   (2) Do not reduce the value of the product; and
   
   (3) Are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:

   (1) Were not leased from the Contractor, and
   
   (2) Are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

c. Any additions that are not so removable will become the Contractor's property (lien free).

d. Leases of additions and upgrades must be co-terminus with that of the product.

9. **RISK OF LOSS OR DAMAGE:**

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

10. **TITLE:**

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. The ordering activity shall have no right or interest in the vehicle.

11. **TAXES:**

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 (Deviation – May 2003), State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.