

Cover Sheet

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

Special Item No. 132-33 Perpetual Software Licenses

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

UTECH Products, Inc.

135 Broadway

Schenectady, NY 12305

866-363-6763

Phone: 518-831-8000

Fax: 518-489-3772

Email: sales@endosoft.com

Website: www.endosoft.com

Contract Number: GS-35F-0013L

Period Covered by Contract: October 2, 2010-October 2015

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # [2Y7WCGN2](#), dated _08-12-14_.

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

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SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!TM on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

UTECH Products, Inc.
135 Broadway
Schenectady, NY 12305

Remit to:

UTECH Products, Inc.
135 Broadway
Schenectady, NY 12305

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.

c. i. SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

ii. SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

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

- a. Prompt Payment: 1 % - 10 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity
- c. Dollar Volume
- d. Government Education Discounts

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. Small Requirements: The minimum dollar of orders to be issued is \$ 100.00 .

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

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

Special Item Number 132-33 - Perpetual Software Licenses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

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

Travel expenses and lodging will be charged at actuals for all installations and maintenance.

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes X

No

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.endosoft.com

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

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

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

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL
ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM
NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY SOFTWARE**

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 postacceptance 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.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

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.

Software is warranted for 1 year from the date of purchase.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number _1-866-363-6763 Option2_ for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available 24/7.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

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 are 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 FAQs (Frequently Asked Questions), 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 as a service.

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

2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service 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 as a service 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 as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is 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 132-32) AND MAINTENANCE (SIN 132-34)

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

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

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- 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. 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 _____% 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.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors

and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

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 (132-33), 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 (132-32), conversion credits which accrued while the earlier version was under a term license 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 and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “*Standards for Security Categorization of Federal Information and Information Systems*”) (FIPS 200, “*Minimum Security Requirements for Federal Information and Information Systems*”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

2. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

3. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

4. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

5. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

6. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

7. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

8. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

9. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Software is warranted for 1 year from the date of purchase.

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

10. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

11. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

12. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

14. ELECTRONIC COMMERCE SERVICE PLAN

(a) Describe the electronic service plan and eligibility requirements.

(b) Describe charges, if any, for additional usage guidelines.

(c) Describe corporate volume discounts and eligibility requirements, if any.

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

PREAMBLE

(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact (Katherine E Hoddy-Tracy, 518-831-8057, ktracy@endosoft.com, 518-489-3772).

Products and Services Pricelist

GSA Utech Products, Inc./Endosoft LLC Price List

Contract Number: GS-35F-0013L

Part Number	SIN # 132-33	Description <u>FSC CLASS 7030</u>	Quantity	Price
VA-LC-SER		Server Software Package (Any Specialty) Endosoft database server program uses InterBase Installation and configuration included. Training of doctors, Nursing Staff and Technicians. One-year support and product version updates. Year 1 support starts from date order is received.	1	\$9,900 (25% Discount)
VA-LC-PR		Workstation Software Package (Any Specialty) Endosoft software for performing image acquisition, reporting and printing. One-year support and product version updates Year 1 support starts from date order is received.	1	\$6,750 (25% Discount)
VA-LC-DIC		Dictation System Software License (Any Specialty) Endosoft for performing reporting and printing. One year support and product version updates Year 1 support starts from date order is received.	1	\$4,500 (25% Discount)
VA-LC-REG		Registration System Software License (Any Specialty) Endosoft for performing reporting and printing. One-year support and product version updates Year 1 support starts from date order is received.	1	\$4,500 (25% Discount)
VA-LC-ENR		Nursing Software License Nursing Software for performing nursing notes. One-year support and products version updates Year 1 support starts from date order is received.	1	\$4,500 (25% Discount)
VA-LC-HL7-ADT		Hospital/Practice Information System Interface HL7 ADT Allows EndoSoft to accept patient demographic information. One-year support and products version updates Year 1 support starts from date order is received.	1	\$7,500 (25% Discount)
VA-LC-HL7-CHG		Hospital/Practice Information System Interface	1	\$7,500

				(25% Discount)
	HL7 CHG			
	Allows EndoSoft to export billing codes. One-year support and products version updates Year 1 support starts from date order is received.			
VA-LC-HL7-OBR	Hospital/Practice Information System Interface	1	\$7,500 (25% Discount)	
	HL7 OBR			
	Allows EndoSoft to export procedure outcomes to medical records. One-year support and products version updates Year 1 support starts from date order is received.			
VA-LC-HL7-ORD	Hospital/Practice Information System Interface	1	\$7,500 (25% Discount)	
	HL7 ORD			
	Allows EndoSoft to accept orders from HIS. One-year support and products version updates Year 1 support starts from date order is received.			
VA-LC-HL7-PAT	Hospital/Practice Information System Interface	1	\$7,500 (25% Discount)	
	HL7 PAT			
	Allows EndoSoft to import pathology results from pathology systems. One-year support and products version updates Year 1 support starts from date order is received.			
VA-LC-HL7PATO	Hospital/Practice Information System Interface	1	\$7,500 (25% Discount)	
	HL7 PATO			
	Allows EndoSoft to export pathology requests to pathology systems. One-year support and products version updates Year 1 support starts from date order is received.			
VA-LC-HL7-SIU	Hospital/Practice Information System Interface	1	\$7,500 (25% Discount)	
	HL7 SIU			
	Allows EndoSoft to accept scheduling information from third party scheduler. One-year support and products version updates Year 1 support starts from date order is received.			
VA-LC-HL7-INV-IN	Hospital/Practice Information System Interface	1	\$7,500 (25% Discount)	
	HL7 INVIN			
	Allows EndoSoft to receive update of items from centralized inventory system. One-year support and products version updates Year 1 support starts from date order is received.			

VA-LC-HL7-INV-OB	Hospital/Practice Information System Interface HL7 INVOB	1	\$7,500 (25% Discount)
	Allows EndoSoft to export update of items to centralized inventory system. One-year support and products version updates Year 1 support starts from date order is received.		
VA-LC-VISTA	VISTA INTERFACE WITH ENDOSOFT (Developed by VA West Palm Beach)	1	\$22,500 (25% Discount)
	Allows EndoSoft to accept patient and procedure information. One-year support and products version updates Year 1 support starts from date order is received.		
VA-LC-WEB	Web Interface to EndoSoft	1	\$6,375 (25% Discount)
	Endosoft web interface for viewing of patients and procedure related reports On-site Installation and configuration. Web server provided by user and properly configured before installation. One-year support and product version updates. Year 1 support starts from date order is received.		
VA-LC-SWIFT	EndoSwift Program	1	\$4,500 (25% Discount)
	Reporting and Image capture station for the mobile cart and downtime procedures. One year support and product version updates Year 1 support starts from date order is received.		
VA-LC-LOG	EndoSoft Log Manager	1	\$7,500 (25% Discount)
	Audit trail for HIPAA Compliance One year support and product version updates Year 1 support starts from date order is received.		
VA-LC-ADMIN	Administrative Software License (Any Specialty)	1	\$4,500 (25% Discount)
	Endosoft for performing reporting and printing One year support and product version updates Year 1 support starts from date order is received.		
VA-LC-VT-BS	EndoVault Base Module with CPRS and VISTA Image Integration	1	\$135,000 (25% Discount)
	Meaningful use certified complete electronic health record includes procedure documentation and image management. Includes project management, implementation, installation, training and support for the first year. Year 1 support starts from the date the order is received.		

VA-LC-VT-SP	EndoVault Specialty Module (Any Specialty) Includes project management, implementation, installation, training and support for the first year. Year 1 support starts from the date the order is received.	1	\$45,000 (25% Discount)
VA-DI-IMG	EndoSoft DICOM Interface with VISTA Imaging Work list and Storage One year support and product version updates Year 1 support starts from date order is received.	1	\$18,750 (25% Discount)
VA-DI-PDF	EndoSoft DICOM Interface with VISTA Imaging for Encapsulated PDF One year support and product version updates Year 1 support starts from date order is received.	1	\$18,750 (25% Discount)
VA-DI-IMG-PDF	EndoSoft DICOM Interface with VISTA Imaging Work list and Storage and Encapsulated PDF One year support and product version updates Year 1 support starts from date order is received.	1	\$32,000 (25% Discount)
VA-DI-VT-IMG	EndoVault Enterprise Image Management System Site License with HL7 ADT Interface with CPRS and DICOM with VISTA Imaging Includes project management, implementation, installation, training and support for the first year. Year 1 support starts from the date the order is received.	1	\$270,000 (25% Discount)
GA-LC-VT-BS	EndoVault Base Module Meaningful use certified complete electronic health record includes procedure documentation and image management. Includes project management, implementation, installation, training and support for the first year. Year 1 support starts from the date the order is received.	1	\$112,500 (25% Discount)
GV-EV-SR-LC-IMG	EndoVault Network Image Management Module Server License EndoVault Network Image and Database Server License (Any Specialty). ONC meaningful use certified Electronic Health Record (EHR) includes specialty specific image and video management content. Supports multiple specialties on a single database. Capability to capture images/video from multiple sources simultaneously in HD or SD. Images can be converted to DICOM format for storage in PACS. Includes DICOM Viewer. Video storage in AVI or MPEG. Quick ROI by eliminating film cost and increasing department efficiency. Supports Lightweight Directory Access Protocol (LDAP) and active directory user authentication. HL7 & DICOM interface engine and management tools. Includes project management, implementation, installation, training, and support for the first year. One year support and product version updates included. Year 1 support starts from the date of Purchase Order. GS-35F-0013L. SIN 132-33.	1	\$8,250

GV-EV-SR-LC-SM	EndoVault Network Base Module Server License	1	\$10,875
	EndoVault Network Image and Database Base Server License. ONC meaningful use certified Electronic Health Record (EHR) includes specialty specific procedure documentation and image management content. Supports multiple specialties on a single database to reduce maintenance and costs. Includes integrated modules for procedure documentation, image management, recall and pathology tracking, document management, inventory management, electronic nursing record, patient tracking, and more. Supports lightweight directory access protocol (LDAP) and active directory user authentication. HL7 & DICOM interface engine and management tools. Includes DICOM Viewer. Video Storage in MPEG or AVI. Includes project management, implementation, installation, training and support for the first year. One year support and product version updates included. Year 1 support starts from the date of Purchase Order. GS-35F-0013L. SIN 132-33.		
GV-EV-LC-SM	EndoVault Nwk Specialty Wkt Soft Lic	1	\$7,500
	Specialty Specific Procedure Documentation and Image Management Workstation License (Any Specialty). ONC meaningful use certified EHR. EndoVault is easy to use, flexible and customizable. It meets the requirements of CMS for quality reporting. Capability to capture images/video from multiple sources simultaneously in HD or SD. Images can be converted to DICOM format for storage in PACS. Downtime off-network mode functionality included to complete procedures on travel cart cases. Includes powerful proprietary database query tool to run reports and statistics on quality of care measures, research, operations, and audits. Ability to export outcomes to Registries. Quick ROI by eliminating transcription and film costs, accurate CPT, ICD 9/10, and SNOMED CT coding. Includes project management, implementation, installation, training, and support for the first year. One year support and product version updates. Year 1 support starts from the date of Purchase Order. GS-35F-0013L. SIN 132-33.		
GV-EV-ADMIN-LC	EndoVault Network Admin Soft Wkt Lic	1	\$4,950
	EndoVault Administrative License (Any Specialty). ONC meaningful use certified Electronic Health Record (EHR). Allows users to use the application for administrative work, printing, and access to the full application without image capture capabilities. Administrator can access archival patient records to print images and procedure records, as well as run quality of care measures, research, operations, and audit reports with our proprietary database query tool. One year support and product version updates included. Year 1 support starts from the date of Purchase Order. GS-35F-0013L. SIN 132-33.		
GV-EV-INT-LC	EndoVault Nwk Interface Software Wkt Lic	1	\$6,000

EndoVault Interface Management License (Any Specialty). ONC meaningful use certified Electronic Health Record (EHR). Allows users to use the application for administrative work, printing, and access to the full application without image capture capabilities. HL7 and DICOM engines to run interfaces and analytic tools to manage within department. One year support and product version updates included. Year 1 support starts from the date of Purchase Order. GS-35F-0013L. SIN 132-33.

GV-EV-REG-LC **EndoVault Nwk Reg Software Wkt Lic** **1** **\$4,950**

EndoVault Registration License (Any Specialty). ONC meaningful use certified Electronic Health Record (EHR). Allows scheduler or clerk to use the application for registration and scheduling work, printing, and access to the full application without image capture capabilities. One year support and product version updates included. Year 1 support starts from the date of Purchase Order. GS-35F-0013L. SIN 132-33.

GV-EV-DIC-LC **EndoVault Network Dictation Soft Wkt Lic** **1** **\$4,950**

EndoVault Dictation Software License (Any Specialty). ONC meaningful use certified Electronic Health Record (EHR). Allows physicians to use the application for completing procedure documentation reports, printing, and access to the full application without image capture capabilities. One year support and product version updates included. Year 1 support starts from the date of Purchase Order. GS-35F-0013L. SIN 132-33.

GV-EV-CART-LC **EndoVault Mobile Cart License** **1** **\$4,950**

Reporting and Image capture station for the mobile cart and downtime procedures. One year support and product version updates included. Year 1 support starts from the date of Purchase Order. GS-35F-0013L. SIN 132-33.

GV-EV-ENR-LC-SM **EndoVault Nwk Elec Nurse Rec Soft Wkt Lic** **1** **\$4,950**

EndoVault Electronic Nursing Record Software License. Integrated on the same database as procedure documentation to reduce duplication by sharing clinical data between physicians and nursing staff. ONC meaningful use certified Electronic Health Record (EHR). Fully customizable history, pre, intra, post, and discharge nursing documentation templates meeting JCAHO, AORN, and SGNA requirements. Allows for document management of consents, electronic signatures, patient education material, inventory management, and scope sterilization. Includes ability to interface with most vital sign monitors (vital sign cables sold separately). One year support and product version updates included. Year 1 support starts from the date of acceptance and installation. GS-35F-0013L. SIN 132-33.

GV-EV-AN-LC-SM **EndoVault Nwk Anes Software Wkt License** **1** **\$7,500**

EndoVault Anesthesiology Software License. Integrated on the same database as procedure documentation and electronic nursing record to reduce duplication by sharing clinical data between physician, anesthesiologist, CRNA, and nursing staff. ONC meaningful use certified Electronic Health Record (EHR). Fully customizable anesthesiology documentation templates. Allows for document management of consents, electronic signatures, patient education material, inventory management, and scope sterilization. Includes ability to interface with most vital sign monitors (vital sign cables sold separately). One year support and product version updates included. Year 1 support starts from the date of Purchase Order. GS-35F-0013L. SIN 132-33.

GV-EV-LC-SA	Standalone Image & Proc Rep Wkt Lic	1	\$9,000
<p>Standalone EndoVault Specialty Specific Procedure Documentation and Image Management Workstation License (Any Specialty). ONC meaningful use certified EHR. Includes Image and Database Server License. EndoVault is easy to use, flexible and customizable. It meets the requirements of CMS for quality reporting. Capability to capture images/video from multiple sources simultaneously in HD or SD. Images can be converted to DICOM format for storage in PACS. Includes DICOM Viewer. Video storage in AVI or MPEG. Includes powerful proprietary database query tool to run reports and statistics on quality of care measures, research, operations, and audits. Quick ROI by eliminating transcription and film cost and increasing department efficiency. Includes project management, implementation, installation, training, and support for the first year. One year support and product version updates included. Year 1 support starts from the date of Purchase Order. GS-35F-0013L. SIN 132-33.</p>			
GV-EV-IMG-LC-SA	Standalone EndoVault Image Mgmt Wkt Lic	1	\$7,500
<p>Standalone Specialty Specific Image Management Workstation License (Any Specialty). ONC meaningful use certified Electronic Health Record (EHR). Includes Image and Database Server License. EndoVault offers easy to use, intuitive, flexible, and customizable image and video management solutions. Capability to capture images/video from multiple sources simultaneously in HD or SD. Images can be converted to DICOM format for storage in PACS. Includes DICOM Viewer. Video storage in AVI or MPEG. Quick ROI by eliminating film cost and increasing department efficiency. Includes project management, implementation, installation, training and support for the first year. One year support and product version updates. Year 1 support starts from the date of Purchase Order. GS-35F-0013L. SIN 132-33.</p>			
GV-EV-LC-NW-IMG	Network EndoVault Image Mgmt Module Lic	1	\$5,250

Network Specialty Specific Image Management Workstation License (Any Specialty). ONC meaningful use certified Electronic Health Record (EHR). EndoVault offers easy to use, intuitive, flexible, and customizable image and video management solutions. Capability to capture images/video from multiple sources simultaneously in HD or SD. Includes video editing tools. Images can be converted to DICOM format for storage in PACS. Downtime off-network mode functionality included to complete procedures on travel cart cases. Quick ROI by eliminating film cost and increasing department efficiency. The procedure documentation module can be activated at an additional cost. Includes project management, implementation, installation, training and support for the first year. One year support and product version updates included. Year 1 support starts from the date of Purchase Order. GS-35F-0013L. SIN 132-33.

GV-EV-ENR-LC	<p style="text-align: center;">EndoVault ENR Nursing Module License</p> <p>EndoVault ENR (Electronic Nursing Record) module software license for Nursing history, pre, intra, post procedure and discharge documentation. Includes vital sign capture capabilities (Vital sign capture cable sold separately). Includes project management, implementation, installation, training and support for the first year. One year support and product version updates included. Year 1 support starts from the date of Purchase Order. GS-35F-0013L. SIN 132-33.</p>	1	\$75,000
GV-EV-SCH-LC	<p style="text-align: center;">EndoVault Scheduling Module</p> <p>EndoVault scheduling module is a fully customizable patient, resources and provider scheduling application that allow users to schedule room, procedures, physicians, nurses and equipment for all surgical procedures. The application comes pre-built with templates for all surgical templates. Includes project management, implementation, installation, training and support for the first year. One year support and product version updates included. Year 1 support starts from the date of Purchase Order. GS-35F-0013L. SIN 132-33.</p>	1	\$50,250.00
GV-EV-INV-LC	<p style="text-align: center;">EndoVault Inventory Management Module</p> <p>EndoVault Inventory management module allow users to manage departmental inventory of all the supplies used during the procedure. This application is barcode and RF ID compliant that allow users to automatically update the items used during the procedure. It interfaces with all major ERP systems to update the inventory in real time. The inventory module also allow users to generate time and materials bills at the end of the procedure with the items used, procedure room and recovery room utilization. Includes project management, implementation, installation, training and support for the first year. One year support and product version updates included. Year 1 support starts from the date of Purchase Order. GS-35F-0013L. SIN 132-33.</p>	1	\$50,250.00
GV-EV-ON-LC	<p style="text-align: center;">EndoVault Oncology Suite License</p> <p>EndoVault Oncology suite includes complete Oncology workflow. Includes project management, implementation, installation, training and support for the first year. One year support and product version updates included. Year 1 support starts from the date of Purchase Order. GS-35F-0013L. SIN 132-33.</p>	1	\$375,000

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.



BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

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

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

Signatures

Ordering Activity

Date

Contractor

Date