

# VITAL

A Toshiba Medical Systems Group Company



Contract Holder

**AUTHORIZED FEDERAL ACQUISITION SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES**

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**SIN 132-33 - PERPETUAL SOFTWARE LICENSES**  
FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE  
Large Scale Computers - Application Software  
Microcomputers - Application Software  
**SIN 132-34 - MAINTENANCE OF SOFTWARE**  
**SIN 132-50 - TRAINING COURSES**

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

**Contract # GS-35F-0132U**

**Contract Period: December 7, 2007 – December 6, 2017**

**Price list current through Modification #PO-0031, effective 10/31/14.**

***Vital Images, Inc.***

***5850 Opus Parkway, Suite 300***

***Minnetonka, MN 55343-4414***

***Telephone: 952-487-9505***

***Toll Free: 877-848-2533***

***Fax: 952-487-9510***

***Website: www.vitalimages.com***

***E-mail: jrollie@vitalimages.com***

***Business Size: Large***

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

# **FSS Price List**

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## INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

### 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!™ on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) 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:

**The geographic scope of the contract will be Domestic Delivery only.** *Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

### 2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

#### Ordering Address:

**Vital Images, Inc.  
5850 Opus Parkway, Suite 300  
Minnetonka, MN 55343-4414**

#### Payment Address:

**Vital Images, Inc.  
Attn: Ryan Thorvilson  
5850 Opus Parkway, Suite 300  
Minnetonka, MN 55343-4414**

Vital Images, Inc. accepts credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: **Ordering Assistance (952) 487-9505; Technical Support: (800) 208-3005**

### 3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

**4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**

Block 9: G. Order/Modification Under Federal Schedule  
 Block 16: Data Universal Numbering System (DUNS) Number: **160061651**  
 Block 30: Type of Contractor - **C- Large Business**  
 Block 31: Woman-Owned Small Business - **No**  
 Block 36: Contractor's Taxpayer Identification Number (TIN): **42-1321776**

4a. CAGE Code: **1GZP2**

4b. Contractor has registered with the Central Contractor Registration Database.

**5. FOB Origin**

**6. DELIVERY SCHEDULE**

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<b><u>132-33</u></b>	<b><u>5</u></b> Days
<b><u>132-34</u></b>	<b><u>5</u></b> Days
<b><u>132-50</u></b>	<b><u>As agreed to with Ordering Activity</u></b>

**(Expedited and overnight delivery is open for negotiations with the Agency on a case-by-case basis.)**

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

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

- Prompt Payment:** None.
- Quantity:** As shown herein on GSA Pricelist.
- Dollar Volume:** Task orders at \$300K-\$399K = additional 1%; \$400K-\$499K = additional 2%.
- Government Educational Institutions:** Same as all other Government Customers
- Other:** None

**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:** Not Applicable

**10. Small Requirements:** The minimum dollar value 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 value for the following Special Item Numbers (SINs) are:

Special Item Number 132-33 - Perpetual Software Licenses	<b>= \$500,000</b>
Special Item Number 132-34 – Maintenance of Software	<b>= \$500,000</b>
Special Item Number 132-50 – Training Courses	<b>= \$ 25,000</b>

## 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 2001)

- (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. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (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.

**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 C.1.)

## **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.fss.gsa.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. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. 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.

## 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: **Not Applicable**

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.

### **23. SECTION 508 COMPLIANCE.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: **Not Applicable**

The EIT standard can be found at: [www.Section508.gov/](http://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 PERPETUAL SOFTWARE LICENSES  
(SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34)  
OF GENERAL PURPOSE COMMERCIAL I.T. 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 post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. 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.

***Vital Images warrants to Licensee for one (1) year from the delivery date of a supplies or services provided hereunder (the "Warranty Period") that such supplies or services will substantially perform the functions described in the functional specifications for such supplies or services, as contained in the applicable written documentation for such supplies or services. Vital Images shall have no obligation with respect to a supplies or services under this Section 8.1 if such supplies or services (a) have not been properly installed, used or maintained in accordance with this contract and the then applicable documentation associated with such supplies or services; or (b) the supplies or services have been modified in any manner or are used or combined with other computer software programs, hardware or data not supplied by Vital Images. Vital Images does not warrant (i) that the operation of any supplies or services will be uninterrupted or error-free; (ii) that any errors in any supplies or services will be corrected; (iii) that any supplies or services will satisfy Licensee's requirements; or (iv) that any supplies or services will operate in the combinations that Licensee may select for use. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE IN CONNECTION WITH THE SUPPLIES OR SERVICES PROVIDED HEREUNDER, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR USE, ALL OF WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY THE VITAL IMAGES. Repair or replacement of supplies or services does not extend the Warranty Period. Notwithstanding the above, because any computer hardware provided hereunder will be commercially available hardware that is manufactured by third parties, and is not manufactured to Vital Images' specifications, Vital Images provides no warranty to Licensee with respect to any computer hardware products purchased hereunder. Vital Images shall transfer to Licensee the warranties provided by the original equipment manufacturers of the computer hardware, together with all documentation describing and constituting such warranties. Any malfunction, fault or defect with respect to such computer hardware products shall be the sole responsibility of Licensee and the manufacturer of such computer hardware. Because any computer hardware provided hereunder will be commercially available hardware that is manufactured by third parties, and is not manufactured to Vital Images' specifications, Vital Images provides no warranty to Licensee with respect to any computer hardware products purchased hereunder. Vital Images shall transfer to Licensee the warranties provided by the original equipment manufacturers of the computer hardware, together with all documentation describing and constituting such warranties. Any malfunction, fault or defect with respect to such computer hardware products shall be the sole responsibility of Licensee and the manufacturer of such computer hardware.***

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.

### 3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **800-208-3005** or **952-487-9519** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **7am to 7pm CST.**

### 4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

***VITALPerformance™ Basic coverage provides customers an “evergreen” approach to stay current on the most recent release of Vital Images advanced visualization and image analysis software. This coverage includes the following:***

- ***Software corrections or fixes to errors, and enhancements, updates, and upgrades to the Vital Images products licensed by customer as and when made generally available***
- ***Software support via telephone 800-208-3005 or at [www.vitalimages.com](http://www.vitalimages.com) (7AM – 7PM CT standard business days)***
- ***Interactive online training sessions for physicians and technologists to stay current with the basic tools available with Vital Images software***

***Requires that the customer keep current on and install new software releases. Requires Vital Images qualified hardware.***

***Note: Vital Images will assist with the initial diagnosis of hardware related issues as it relates to the use of Vital Images software but Vital Images is not responsible for maintenance and/or support of hardware. Periodic hardware upgrades/replacements may be required to take full advantage of the performance of new software releases. Hardware upgrades/replacements are not included as part of VITALPerformance and are the responsibility of the customer.***

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.

### 5. PERIODS OF MAINTENANCE (132-34)

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

b. 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 maintenance, the period of the 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 maintenance orders citing the new appropriation shall be required, if the 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 maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

### 6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE: Not Applicable

**7. TERM LICENSE CESSATION: Not Applicable.****8. UTILIZATION LIMITATIONS - (132-33, AND 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.

**9. SOFTWARE CONVERSIONS - (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.

**10. 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.

**11. RIGHT-TO-COPY PRICING**

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

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND  
SOFTWARE (SPECIAL ITEM NUMBER 132-50)**

**1. SCOPE**

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

**2. ORDER**

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

**3. TIME OF DELIVERY**

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

**4. CANCELLATION AND RESCHEDULING**

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

**5. FOLLOW-UP SUPPORT**

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course as long as the customer is on a current Maintenance and Support Contract or covered under warranty. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

## 6. PRICE FOR TRAINING

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

## 7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor according to the payment terms on the quotation for the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

## 8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. **\*\*If applicable\*\*** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
  - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - (2) The length of the course;
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
  - (5) The locations where the course is offered;
  - (6) Class schedules; and
  - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

## 9. "NO CHARGE" TRAINING

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

**Vital Images does not provide "no charge" training.**

**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

**Peter Goepfrich, Chief Financial Officer, Phone: 952-487-9521,  
email address: [pgoepfrich@vitalimages.com](mailto:pgoepfrich@vitalimages.com) , Fax: 952-487-9530.**



BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(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.

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BASIC GUIDELINES FOR USING  
"CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.



## GSA Price List

SIN	Item #	Description	GSA Price (w/ IFF)
<b>VES Software</b>			
132-33	VA-VIT-VITADVCC	VitreaAdvanced, Vitrea Concurrent User Pkg	\$ 54,405.00
132-33	VA-VIT-VC8BASE-ADDL	VitreaAdvanced, VitreaCore 8 Add'l Users	\$ 27,202.50
<b>VES Options</b>			
132-33	VA-VIT-CTBRNPERF4DAQ1	VitreaAdvanced, CT Brain Perfusion 4D App	\$ 14,508.00
132-33	VA-VIT-CTEPLAN	VitreaAdvanced, CT Cardiac EP Planning App	\$ 7,254.00
132-33	VA-VIT-CTCOLON	VitreaAdvanced, CT Colon Analysis App	\$ 7,254.00
132-33	VA-VIT-CTEVSP	VitreaAdvanced, CT Endovascular Stent Planning App	\$ 7,254.00
132-33	VA-VIT-CTLUNG	VitreaAdvanced, CT Lung Nodule Analysis App	\$ 7,254.00
132-33	VA-VIT-CTTAVRPLAN	VitreaAdvanced, CT Transcatheter Aortic Valve Replacement (TAVR) Planning App	\$ 7,254.00
132-33	VA-VITFX-CTMYOANAY	VitreaAdvanced, CT Myocardial Analysis App for fx	\$ 7,254.00
132-33	VA-VIT-CTSUREPLAQUE	VitreaAdvanced, CT SUREPlaque Software	\$ 7,254.00
132-33	VA-VIT-XA3DANG	VitreaAdvanced, XA 3D Angio App	\$ 14,508.00
132-33	VA-VIT-CTLIVER	VitreaAdvanced, CT Liver Analysis App	\$ 7,254.00
132-33	VA-VIT-TESTLAB	VitreaAdvanced, Test Lab Pkg	\$ 6,075.23
<b>VES Maintenance</b> - Actual VES maint pricing varies based upon customer configuration/options.)			
132-34	VS-VIT-MSVAPREMIER	Vital Services, SW M&S Enterprise, Premier (Percent of List Price)	15%
132-34	VS-VIT-MSVAPREF	Vital Services, SW M&S Enterprise, Preferred (Percent of List Price)	13%
132-34	VS-VIT-MSVASTD	Vital Services, SW M&S Enterprise, Standard (Percent of List Price)	11%
<b>Vitrea Software</b>			
132-33	VI-VIT-VITREASW	VitreaWorkstation, Software (Includes installation and 8 education units, 12 month warranty)	\$ 32,779.01
132-33	VI-VIT-CTCFA	VitreaWorkstation, CT Cardiac Functional Analysis App	\$ 10,200.94
132-33	VI-VIT-CTBRNPERF2D	VitreaWorkstation, CT Brain Perfusion 2D App	\$ 18,135.00
132-33	VI-VIT-CTCARDIAC	VitreaWorkstation, CT Cardiac Analysis App	\$ 18,135.00
132-33	VI-VIT-CTCOLON	VitreaWorkstation, CT Colon Analysis App	\$ 11,334.38
132-33	VI-VIT-CTLUNG	VitreaWorkstation, CT Lung Nodule Analysis App	\$ 18,135.00
132-33	VI-VIT-CTEPLAN	VitreaWorkstation, CT EP Planning App	\$ 18,135.00
132-33	VI-VIT-CTTAVRPLAN	VitreaWorkstation, CT Transcatheter Aortic Valve Replacement (TAVR) Planning App	\$ 7,254.00
132-33	VI-VIT-GVP	VitreaWorkstation, General Vessel Probe Software	\$ 10,200.94
132-33	VI-VIT-CTSUREPLAQUE	VitreaWorkstation, CT SUREPlaque Software	\$ 18,135.00
132-33	VI-VIT-ACCRMT	VitreaWorkstation, VitreaACCESS Remote Software	\$ 3,173.63
132-33	VI-VIT-ACCESS	VitreaWorkstation, VitreaACCESS Software	\$ 4,533.75
132-33	VI-VIT-CTVSCORE	VitreaWorkstation, CT VScore App	\$ 10,200.94
132-33	VI-VIT-CTEVSP	VitreaWorkstation, CT Endovascular Stent Planning App	\$ 18,135.00
132-33	VI-VIT-XA3DANG	VitreaWorkstation, XA 3D Angio App	\$ 14,508.00
132-33	VI-VIT-CTLIVER	VitreaWorkstation, CT Liver Analysis App	\$ 7,254.00
132-33	VI-VITFX-CTMYOANAY	VitreaWorkstation, CT Myocardial Analysis App for fx	\$ 7,254.00
132-33	VI-VITFX-CTBRNPERF4D	VitreaWorkstation, CT Brain Perfusion 4D App for fx	\$ 14,508.00
<b>Vitrea Maintenance</b>			
132-34	VS-VIT-MSWKSBSASIC	Vital Services, SW M&S Workstation, Basic	\$ 10,619.05
<b>Vitrea Software Maintenance Upgrade Options</b>			
132-34	VS-VIT-MSVITSWUPG-<12	Vital Services, SW M&S Vitrea Upg (Off M&S <12 Mths) Pkg	\$ 7,334.60
132-34	VS-VIT-MSVITSWUPG-<24	Vital Services, SW M&S Vitrea Upg (Off M&S <24 Mths) Pkg	\$ 14,669.20
132-34	VS-VIT-MSVITSWUPG->24	Vital Services, SW M&S Vitrea Upg (Off M&S >24 Mths) Pkg	\$ 22,920.63
<b>TRAINING</b>			
132-50	VS-VIT-EDUNITS	Vital Services, Education Units	\$ 916.83

Notes:

- 1.) Based on Vital Images Commercial Price List dated 5/22/14.
- 2.) All products include 12 Month standard commercial warranty.
- 3.) Additional "Task Order Volume Discounts" offered as follows:
  - Orders of \$300K-\$399K = additional 1% discount.
  - Orders of \$400K-\$499K = additional 2% discount