



The Enterprise Imaging Company



U.S. General Services Administration

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

*ScImage, Inc. offers IT software, maintenance, training and professional services under SINs 132-33, 132-34, 132-50 and 132-51.*

**SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES**

**FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE**

Large Scale Computers - Application Software, Utility Software, Communications Software

Microcomputers - Application Software, Utility Software, Communications Software

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

**SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE**

**SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES (FPDS Code U012)**

**SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D308 Programming Services

FPDS Code D310 IT Backup and Security Services

FPDS Code D311 IT Data Conversion Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

**Note 1:** 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.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

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Contract Number: **GS-35F-0521T**

DUNS: **95-822-0790**

Period Covered by Contract: **July 11, 2007 – July 10, 2012**

General Services Administration

Federal Supply Service

Pricelist current through Modification # **PS-0007**, dated **March 21, 2012**.

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

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

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

**ScImage, Inc.**  
**4916 El Camino Real, Suite 200**  
**Los Altos, CA 94022**

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). 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:

**1.866.724.6243**

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

Block 9: G. Order/Modification Under Federal Schedule Contract  
Block 16: Data Universal Numbering System (DUNS) Number: 95-822-0790  
Block 30: Type of Contractor: **B. Other Small Business**  
Block 31: Woman-Owned Small Business - **NO**  
Block 37: Contractor's Taxpayer Identification Number (TIN): **33-0598173**  
Block 40: Veteran Owned Small Business (VOSB): **N/A**

- 4a. CAGE Code: **46ZC8**
- 4b. Contractor has registered with the Central Contractor Registration Database.

**5. FOB DESTINATION**

**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)
<u>132-33</u>	<u>30</u> Days
<u>132-34</u>	<u>30</u> Days
<u>132-50</u>	<u>*</u> Days
<u>132-51</u>	<u>*</u> Days

**Expedited delivery to be negotiated between contractor and ordering activity.**

**\*Delivery to be negotiated between contractor and ordering activity.**

- 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 are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: **0% - 30 days** from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity - **NONE**
- c. Dollar Volume - **Extra 1% discount on orders above \$500,000.**
- d. Other Special Discounts (i.e. Government Education Discounts, etc.) - **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:**

- 10. Small Requirements:** The minimum dollar of orders to be issued is **\$100.**

**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  
Special Item Number 132-34 - Maintenance of Software as a Service  
Special Item Number 132-51 - Information Technology Professional Services
- b. The Maximum Order for the following Special Item Numbers (SINs) is \$25,000:  
Special Item Number 132-50 - Training Courses

**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: **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 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: **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.scimage.com**

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 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. 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.

**All ScImage software products carry a one year warranty.**

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 **1.866.724.6243** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **9am to 5pm Pacific time.**

**4. SOFTWARE MAINTENANCE**

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

  **X**   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.

  **X**   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.**

## **5. PERIODS OF 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. 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 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 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**

- 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.

## **7. 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.

#### **8. UTILIZATION LIMITATIONS - (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.

**9. SOFTWARE CONVERSIONS - (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.

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

**3. TIME OF DELIVERY**

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

**4. CANCELLATION AND RESCHEDULING**

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

**5. FOLLOW-UP SUPPORT**

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

**6. PRICE FOR TRAINING**

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

## 7. INVOICES AND PAYMENT

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

## 8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. 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.

**Not Applicable**

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

**\*\*\*NOTE:** *All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.*

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all 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.

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

## **5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data - General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

## **9. INDEPENDENT CONTRACTOR**

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

## **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

**14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

**15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

**16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING**

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

**EXAMPLE:** Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

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

PREAMBLE

ScImage, Inc. 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 **Rob Tinker, Director of Sales Operations, (P) 650.694.4858, (F) 650.694.4861, [Robert\\_tinker@scimage.com](mailto:Robert_tinker@scimage.com)**.



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.

\*\*\*\*\*

**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.

## SCIMAGE, INC. TRAINING COURSE DESCRIPTIONS

### **COURSE DESCRIPTION:**

**Clinical Training:** This course is designed for training the various user groups within the hospital including the technicians, physicians and IT staff. This course includes basic applications and clinical training. The format of the course is a mixture of lecture and hands-on training. Training utilizes “Train the Trainer Concept”.

**LENGTH OF COURSE:** The length varies based on the number of attendees.

**PREREQUISITES:** Students for this course will be clinicians, technicians and physicians at the client location.

**LOCATION:** This course is offered onsite at the client’s location.

**MINIMUM/MAXIMUM LEARNERS:** The minimum number of learners is 1, and the maximum per class is 15.

**CLASS SCHEDULE:** This class is scheduled based on the client’s schedule and in accordance with the initial system install of ScImage products.

**COURSE MATERIALS INCLUDED:** Course materials are included in the price of this course. The material includes at least one print copy of the product user manual for each user group. Soft copies of the user manual will also be provided.

### **COURSE DESCRIPTION:**

**Picom Administrator Training:** This course is designed for the system administrators. This course includes basic application installation and training. It covers various topics related to the efficient operation and configuration of the system. The format of the course is a mixture of lecture and hands-on training.

**LENGTH OF COURSE:** This course lasts three days.

**PREREQUISITES:** Students typically are IT staff who use ScImage products.

**LOCATION:** This course is offered at ScImage’s offices in Los Altos, California.

**MINIMUM/MAXIMUM LEARNERS:** The minimum number of learners is 1, and the maximum per class is 12.

**CLASS SCHEDULE:** This class is offered on a quarterly basis.

**COURSE MATERIALS INCLUDED:** Course materials are included in the price of this course. These materials include booklets and CDs.

**SCIMAGE, INC.**  
**LABOR CATEGORY DESCRIPTIONS**

**Technical Support Specialist**

Minimum/General Experience: Two (2) years of technical experience which applies to basic system design techniques for various computer systems. Requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility: Works effectively and efficiently to resolve customer issues. Ability to evaluate call severity and escalate to 2nd tier technical support when required. Maintain appropriate databases and history log files.

Minimum Education: AA degree in a technical field such as Bioinformatics, Information Technology, or Computer Science. In lieu of an AA Degree, 2 years (2) years of relevant experience is required.

**Field Service Project Specialist**

Minimum/General Experience: A thorough working knowledge of Windows XP, Windows 2000, Windows NT, Microsoft Office and SQL Server. A thorough working knowledge within the field of Enterprise PACS along with in depth understanding of IT and networking as it applies to the Enterprise PACS solution. Good understanding of DICOM, HL7, and all modalities within radiology and cardiology is required.

Functional Responsibility: Provide detailed Project Management for all new installations within the assigned territory. To include but not limited to: PACS Data Flow and Network Design, Workflow analysis to include DICOM/HL7 design and implementation. Provide customer training on system operation and assist with application training to physicians.

Minimum Education: Bachelor's Degree in Computer Science or equivalent. Five (5) years of relevant medical electronic field experience is required.

**Senior Software Engineer**

Minimum/General Experience: Experience in developing high performance software applications in a Windows development environment. Strong skills in scientific programming including C/C++. Three or more years in DICOM, HL7 and 3D medical imaging programming. Numerical analysis, analytic geometry, segmentation and applied mathematics experience required.

Functional Responsibility: Develop innovative products in the areas of 3D medical imaging, RIS/PACS integration, DICOM, and HL7. In depth Knowledge of 2D and 3D graphics API's (Open GL, Direct X) SQL, ODBC, CORBA and database design experience.

Minimum Education: Degree in Computer Science/Engineering, Master's preferred.

**SCIMAGE, INC.**  
**AWARDED GSA PRICING**

SIN	Part Number	Description	GSA Price	Warranty	COO
<b>ScImage Software and Maintenance</b>					
132-33	SPE101	PicomEnterprise Server Software – Low Volume Edition Enterprise Server Software: Web-Based enterprise-wide image and information management software solution for sites with a study volume of up to 20,000 studies/year. Includes: • Five (5) Virtual User Licenses • One (1) Enterprise Administrator License • One (1) Modality Manager License • Picom/DICOM CD Site License • DICOM Print for up to 5 printers	\$ 33,725.06	1 year	US
132-33	SPE102	PicomEnterprise Server Software – Medium Volume Edition Enterprise Server Software: Web-Based enterprise-wide image and information management software solution for sites with a study volume of up to 80,000 studies/year. Includes: • Five (5) Virtual User Licenses • One (1) Enterprise Administrator License • One (1) Modality Manager License • Picom/DICOM CD Site License • DICOM Print for up to 5 printers	\$ 42,188.06	1 year	US
132-33	SPE103	PicomEnterprise Server Software – High Volume Edition Enterprise Server Software: Web-Based enterprise-wide image and information management software solution for sites with a study volume of more than 80,000 studies/year. Includes: • Five (5) Virtual User Licenses • One (1) Enterprise Administrator License • One (1) Modality Manager License • Picom/DICOM CD Site License • DICOM Print for up to 5 printers	\$ 50,651.06	1 year	US
132-33	SPE104	PicomEnterprise Cluster Software Enterprise Server Software for clustered server environment. Pricing assumes the purchase of one of the standard PicomEnterprise Server Software packages. Enables PicomEnterprise to operate in a clustered server configuration. SQL 2005 Enterprise Edition and MS Server 2003 Enterprise Edition are required and must be purchased separately.	\$ 12,271.35	1 year	US
132-33	SPE104M	PicomEnterprise Mirrored Software Enterprise Server Software for a mirrored server environment. Pricing assumes the purchase of one of the standard PicomEnterprise Server Software packages. Enables PicomEnterprise to operate in a mirrored server configuration.	\$ 12,271.35	1 year	US
132-33	SPEM105	Picom Q/R - Concurrent User Pre-fetching and Workflow Enhancement Utility.	\$ 1,692.60	1 year	US
132-33	SPEM106	Picom Q/R - Site License Pre-fetching and Workflow Enhancement Utility.	\$ 6,093.36	1 year	US
132-33	SPEM107	3rd Party Archive Connection Provides the facility the ability to connect a 3rd party archive device to the PicomEnterprise Server (does not include 3rd party fees).	\$ 6,093.36	1 year	US
132-33	SPE108	Load Balancing Picom Gateway Software Provides redundancy through intermediate capture and transfer of data to PicomEnterprise. Reduces the processor load on the main server. Used in high-volume environments. Includes: Two (2) Modality Manager Licenses	\$ 15,233.40	1 year	US

SIN	Part Number	Description	GSA Price	Warranty	COO
132-33	SPE109	Remote Site PicomEnterprise Caching Server Software Module Software to capture and process DICOM images and information and then transfer to PicomEnterprise and/or PicomOnline. May also be used as a standalone teleradiology server. Includes: • Five (5) Virtual User Licenses • One (1) Professional Reading License • One (1) Picom Filer	\$ 42,315.00	1 year	US
132-33	SPE111	Picom Caching Gateway Software Module Software to capture and process DICOM images and information and then transfer to PicomEnterprise and/or PicomOnline. Includes: • One (1) Virtual User License • One (1) Picom Filer	\$ 16,079.70	1 year	US
132-33	SPEM201	10 Device DICOM Connectivity License Provides the facility the ability to connect up to 10 existing DICOM Devices to the PicomEnterprise Server. (Note: An additional charge of \$3,500/device will be charged to connect any device not connected or existing at the time of the initial installation or for any number of additional devices over the included limit of up to 10 devices).	\$ 25,389.00	1 year	US
132-33	SPEM202	20 Device DICOM Connectivity License Provides the facility the ability to connect up to 20 existing DICOM Devices to the PicomEnterprise Server. (Note: An additional charge of \$3,500/device will be charged to connect any device not connected or existing at the time of the initial installation or for any number of additional devices over the included limit of up to 20 devices).	\$ 33,852.00	1 year	US
132-33	SPEM204	DICOM Single Device License Provides the facility the ability to connect one (1) DICOM Device to the PicomEnterprise Server.	\$ 2,962.05	1 year	US
132-33	SPEM205	DICOM Q/R Site License Query/Retrieve functionality for DICOM compliant servers or workstations.	\$ 67,873.26	1 year	US
132-33	SUL301	Virtual Enterprise License - Concurrent User Roaming License for Image review capability only. Complete access to the PicomEnterprise database. Windows 2003 or XP and Microsoft Internet Explorer Version 5 or newer required.	\$ 1,481.03	1 year	US
132-33	SUL302	Virtual Enterprise License - Site License Roaming License for Image review capability only. Complete access to the PicomEnterprise database. Windows 2003 or XP and Microsoft Internet Explorer Version 5 or newer required.	\$ 19,041.75	1 year	US
132-33	SUL303	Virtual Enterprise Administrator License The Administrator License enables full function review capability of image studies, account management, conflict resolution, management of user privileges and access to audit logs. In addition it can perform tasks like DICOM Print (if purchased) and Picom CD creation (if purchased).	\$ 5,754.84	1 year	US
132-33	SUL304	Modality Manager License - Concurrent User Roaming License for Image review, conflict resolution, DICOM Print (if purchased) and Picom/DICOM CD (if purchased). Splitting/Merging of studies and correction of demographic information.	\$ 2,962.05	1 year	US
132-33	SUL305	Modality Manager License - Site License Roaming License for Image review, conflict resolution, DICOM Print (if purchased) and Picom/DICOM CD (if purchased). Splitting/Merging of studies and correction of demographic information.	\$ 23,696.40	1 year	US
132-33	SUL306	Professional Reading License – Concurrent User Single Roaming License with full function reading capability of static and/or dynamic images. Integrated Measurement / Annotation tools, user- based access to all studies on PicomEnterprise. Windows 2000 or XP and Microsoft Internet Explorer Version 5 or newer required.	\$ 12,694.50	1 year	US

SIN	Part Number	Description	GSA Price	Warranty	COO
132-33	SUL308	Professional Reading Site License Roaming Site License with full function reading capability of static as well as dynamic images. Integrated Measurement /Annotation tools, user-based access to all studies on PicomEnterprise. Windows 2000 or XP and Microsoft Internet Explorer Version 5 or newer required.	\$ 82,937.40	1 year	US
132-33	SUL309	Dictation and Voice Capture – Per Seat Allows a physician to associate voice dictation with a study set to create a more complete medical record of the patients encounter. Requires purchase of Philips Speech Microphone for each seat.	\$ 2,454.27	1 year	US
132-33	SUL311	Multi-Planar Reformation and Oblique Slicing Software - Concurrent User MPR & Oblique Slicing enhances the reading of image sets from CT, MR and other volumetric imaging modalities.	\$ 5,924.10	1 year	US
132-33	SUL312	Multi-Planar Reformation and Oblique Slicing Software - Site License MPR & Oblique Slicing enhances the reading of image sets from CT, MR and other volumetric imaging modalities.	\$ 59,241.00	1 year	US
132-33	SUL313	Volume Rendering License (requires MPR/ Oblique Software) - Concurrent User This comprehensive Volume Rendering package provides 3D Visualization for soft-copy reading of CT, MR and other volumetric image sets.	\$ 4,231.50	1 year	US
132-33	SUL314	Volume Rendering License (requires MPR/ Oblique Software) - Site License This comprehensive Volume Rendering package provides 3D Visualization for soft-copy reading of CT, MR and other volumetric image sets.	\$ 42,315.00	1 year	US
132-33	SUL315	CT Vascular View (requires MPR/ Oblique Software) CT / MR Angiography automatically identifies and renders vessel morphology with detection of intraluminal stenosis. This technique accurately differentiates patent and occluded vein grafts. 3D images are processed for clinical assessment of angiographic state. Features of the CTA / MRA module include: • Built in macros for “single-click” reconstruction of vascularization • Diagnostic visual qualification of vascular morphology • Interactive 3D reconstruction window for detailed examination and image manipulation • Multi-planar Cross sectional image presentation for rapid clinical review	\$ 2,369.64	1 year	US
132-33	SIL401	HL7 Interface – ADT Accepts inbound HL7 ADT messages and demographic data from an institution's HL7 compliant system and Integrates with PicomEnterprise and the Electronic Patient Folder (EPF) (does not include 3rd party fees).	\$ 8,564.56	1 year	US
132-33	SIL402	HL7 Interface – ORM Accepts inbound HL7 order messaging from an institution's HL7 compliant system and Integrates with PicomEnterprise and the Electronic Patient Folder (EPF) (does not include 3rd party fees).	\$ 8,564.56	1 year	US
132-33	SIL403	HL7 Interface – ORU Transmits outbound HL7 results messaging to an institution's HL7 compliant system (does not include 3rd party fees).	\$ 8,564.56	1 year	US
132-33	SIL404	EMR/PMS Browser Interface Allows for integration with one (1) 3rd Party EMR Browser or Practice Management System (does not include 3rd party fees).	\$ 11,848.20	1 year	US
132-33	SIL405	3rd Party RIS/HIS/CIS Interface Custom integration with one (1) 3rd Party Information System (RIS/HIS/CIS) that may or may not be HL7 compliant (does not include 3rd party fees).	\$ 11,848.20	1 year	US
132-33	SIL406	DICOM Modality Worklist – Server Supplies your DICOM compliant device with the correct information from an HL7 compliant system or other patient information system to automatically populate DICOM Headers (does not include 3rd party fees).	\$ 9,537.80	1 year	US

SIN	Part Number	Description	GSA Price	Warranty	COO
132-33	SIL407	10 Device DICOM Modality Worklist – Client Configures up to ten (10) existing DICOM Modalities to utilize the DICOM Worklist Server to automatically populate DICOM Headers with the correct information (does not include 3rd party fees). (Note: An additional charge of \$1,750/device will be charged to connect any device not connected or existing at the time of the initial installation or for any number of additional devices over the included limit of up to 10 devices).	\$ 11,848.20	1 year	US
132-33	SIL408	20 Device DICOM Modality Worklist – Client Configures up to twenty (20) existing DICOM Modalities to utilize the DICOM Worklist Server to automatically populate DICOM Headers with the correct information (does not include 3rd party fees). (Note: An additional charge of \$1,750/device will be charged to connect any device not connected or existing at the time of the initial installation or for any number of additional devices over the included limit of up to 20 devices).	\$ 18,618.60	1 year	US
132-33	SIL409	DICOM Modality Worklist – Client Configures single DICOM device to utilize the DICOM Worklist Server to automatically populate DICOM Headers with the correct information (does not include 3rd party fees).	\$ 1,481.03	1 year	US
132-33	SDR501	DICOM Print Provides the facility the ability to connect one (1) DICOM Printer to the PicomEnterprise Server.	\$ 3,808.35	1 year	US
132-33	SDR502	Picom/DICOM CD Write S/W Site License Allows patient images and information to be burned to a self-playing CD that includes an image viewing program.	\$ 3,486.76	1 year	US
132-33	SDR503	Document Parsing - Per Report Type Third party report integration for Non-HL7 compliant systems i.e. EKG, Hemodynamic and Stress Systems. Captures PDF, .Doc, XML and .RTF files from 3rd party vendors for insertion into the Electronic Patient Folder.	\$ 3,385.20	1 year	US
132-33	SDR505	Picom Filer - Concurrent User Enables scanning of hardcopy documents as well as capture of electronic objects for insertion into the electronic patient folder.	\$ 3,385.20	1 year	US
132-33	SDR506	Picom Filer - Site License Enables scanning of hardcopy documents as well as capture of electronic objects for insertion into the electronic patient folder.	\$ 13,033.02	1 year	US
132-33	SDR507	Base Radiology ReportWare Site License Automated Radiology Report Generator.	\$ 7,108.92	1 year	US
132-33	SDR508	Base Vascular ReportWare Site License Automated Vascular Report.	\$ 7,108.92	1 year	US
132-33	SDR509	Echo Auto Populate Measurements – Single Server Automatically populates echo measurements into Picom ReportWare Echocardiography reports.	\$ 14,387.10	1 year	US
132-33	SDR510	Base Echocardiography ReportWare Site License Automated Echocardiography Report Generator	\$ 7,108.92	1 year	US
132-33	SDR511	Report templates customization	\$ 7,108.92	1 year	US
132-33	HSP794	Voice Capture Hardware Kit Includes Philips Speech Microphone and memory upgrade for 1 reading workstation.	\$ 1,227.14	1 year	US
132-33	CSS	PicomEnterprise Caching Server Software Local cache server software that works in conjunction with the Load Balancing Gateways for high volume environments.	\$ 33,852.00	1 year	US
132-33	PESU	PET/CT Fusion Software Site License PET/CT Fusion Software Package.	\$ 21,157.50	1 year	US

SIN	Part Number	Description	GSA Price	Warranty	COO
132-33	PEGU	Picom Caching Gateway Software Upgrade to Remote Site PicomEnterprise Caching Server Software	\$ 25,389.00	1 year	US
132-33	CESBR	Teleradiology Routing Workflow Software - Teleradiology routing software required to comply with the specification requirements of multiple sites to enable business rules based routing.	\$154,872.90	1 year	US
132-33	CES	Packaged Workflow Software - VistA: Software with specification requirements, and configure system so that it receives study information from VistA, receives and queries studies from VistA Imaging, receive and query studies from commercial PACS, and can upload reports to VistA at three pilot sites. Requisitions for the studies will be linked to the study images referred.	\$190,417.50	1 year	US
132-34	SUPKG	Software Upgrade Package Automatic PicomEnterprise Server Software upgrades for 12 months.	\$ 48,360.00		
132-34	MASW-004	Premium Software Support - 12 Months Software maintenance is administered through remote access, which drastically reduces downtime and increases system availability. Our technical specialists are available when you need them 24 hours a day, 7 days a week. ScImage's Premium Software Support Provides: <ul style="list-style-type: none"> <li>• Remote access support</li> <li>• 24 x 7 Telephone support</li> <li>• One Preventative Maintenance visit per year</li> <li>• Account Management</li> </ul>			
132-34	MAHW-007	Datacenter Server/Archive Replacement/Expansion Support for increased processing and/or storage needs. 6 Terabytes for 12 Months.	\$ 43,524.00		
132-34	MAHW-004	Premium Hardware and Software Support - 12 months - Automatic software updates/upgrades. The latest revision level for maintenance and minor enhancement releases providing your existing hardware supports the upgrade. Remote access support: remote response to most software configuration issues and direct support for installation of software upgrades. Unlimited telephone support (24/7/365), replacement parts for dailed ScImage provided hardware (consumables not included). In the event that training or additional implementation is required for upgraded or new functionality, the customer will be required to pay for implementation, travel, and training expenses. Maintenance agreement plan prices do not include any third party components such as Konica CR or VIDAR film digitizers.	19% of list price		
132-33	SWE145	Picom Gateway Web Interface License - One license required per site. Includes up to five (5) users per site.	\$ 10,950.00	1 year	US
132-33	SIL608	Unlimited DICOM Connectivity - Provides the facility the ability to connect all existing DICOM Devices to the PicomEnterprise Server or a Gateway within an organization.	\$ 140,000.00	1 year	US
132-33	SWE150	Picom Gateway Web Interface License for up to 300 sites - One license required per site. Up to five (5) users per site.	\$1,831,000.00	1 year	US
132-34	SVC809	Remote Implementation Management and Technical Services - Planning meetings with client to coordinate deployment of PicomEnterprise Solution at a customer site. Includes remote installation and technical services.	8% of GSA software and professional services price		

SIN	Part Number	Description	GSA Price
132-34	CES99	Support Services for Remote Site Gateway Image Activation Configuration steps for Remote Installation of National Teleradiology Program Enhanced Gateway: • Configure Gateway to receive incoming ORM's and ORU's • Configure the system to perform a DICOM Query Out of Scope – Site Specific Professional Services Assignment and dedication of engineering resources to perform the following site specific custom configuration tasks: • Validate how information is provided to the gateway, specifically relating to the MRN and Accession Number. • Validate how the remote PACS system responds to a C-Find and C-Move, configure the system to support the remote site's configuration. • Work with the remote site to ensure Preliminary Stub reports are being received back to the remote site's active work list, and ensure the studies are being removed from the list once the report is received. • Configure the HL7 Query program to pull back prior reports based on a NW ORM • Test/Validate each remote site's unique configuration to ensure the following: o DICOM Query is initiated based on the Business Rule being met. o Ensure the proper study and priors are pulled successfully from the remote site's PACS system o Ensure the Stub Reports are successfully sent/received to the remote site's VistA System o Ensure the status of the study is set to "RPT Delivered" indicating that the Final report has been received and accepted in the remote site's VistA RAD.	\$ 14,407.00
132-34	SVC909	Premium Hardware and Software Support for Image Activated Gateways Beginning at Image Activation, ScImage will provide premium hardware and software support through the end of the current fiscal year for each image activated gateway hardware.	\$ 2,322.89

#### Training Courses

132-50	Clinical Training (rate per class day)	\$ 1,740.96
132-50	Picom Administrator Training (rate per student)	\$ 1,668.42

#### Professional Services

Labor Category Title		
132-51	Technical Support Specialist p/ hour	\$ 169.26
132-51	Field Service Project Specialist p/ hour	\$ 169.26
132-51	Senior Software Engineer p/ hour	\$ 265.98

All of the above items are manufactured in the U.S.A. by ScImage and have a 12 month warranty.