GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.

Multiple Award Schedule

**Contract Number: GS-35F-0730N**

**SIN 511210 - SOFTWARE LICENSES**

**Period Covered by Contract: June 25, 2003 through June 24, 2023.**

Walsh Integrated Inc.
1699 Saint Patrick Street, Suite 102
Montreal, Quebec, H3K 3G9, Canada
Phone: 514-595-8500 or 1-800-925-7460
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Walsh Integrated creates mobile and web software to automate your inspections. We create solutions that let you easily track, analyze and interpret your findings. Our technology liberates you to focus on improving quality, instead of chasing paper.

Many of our clients have a common frustration: they spend too much of their time collecting, inputting and managing data, leaving no time to act upon what they have found. Our mission is to give them back their time wasted so they can concentrate on effectively improving their facility’s quality and performance. We create the tools and technology that allow them to spend the time needed for training employees, following-up on issues and improving customer satisfaction. Our technology leverages mobile devices to collect, manage and analyze data so that our clients can focus on truly making a difference.

Since 1992, we have dedicated ourselves to developing a number of automated solutions to help control and manage the Quality and Safety within many different environments. Originating in the healthcare sector, Walsh Integrated solutions now have the capability to meet the needs of many industries, such as: Healthcare, Hospitality, Construction, Education, Building Management, Restaurants, Government, and many more. We strive to create the most efficient and helpful solutions for your enterprise so that it can be as productive and resourceful as possible.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Pricelist current through Modification A826, dated November 18, 2020.
# TABLE OF CONTENTS

Information for Ordering Offices .......................................................................................................................... 3

Terms and Conditions Applicable to Term Software Licenses (Special Item Number 511210) of General Purpose Commercial Information Technology Software .................................................................................. 10

Products and Services Price List .......................................................................................................................... 13

Best Value Blanket Purchase Agreement Federal Supply Schedule ........................................................................... 16

Basic Guidelines for Using “Contractor Team Arrangements” ............................................................................... 18

USA Commitment to Promote Small Business Participation Procurement Programs ............................................. 19
SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. 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). The catalogs/pricelists, GSA Advantage! and the Federal Supply Service Home Page (www.fss.gsa.gov) contains 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 48 contiguous states and the District of Columbia.

2. Contractor's Ordering Address and Payment Information:
1699 Saint Patrick Street, Suite 102
Montreal, Quebec, H3K 3G9, Canada

DUNS Number: 24-944-0777

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase 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 agencies to obtain technical and/or ordering assistance:
1-800-925-7460, 514-595-8500

3. LIABILITY FOR INJURY OR DAMAGE
The Contractor shall not be liable for any injury to Government personnel or damage to Government 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
Block 16: Data Universal Numbering System (DUNS) Number: 24-944-0777
Block 30: Type of Contractor - L. Foreign Contractor
Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): Not Applicable
4a. CAGE Code: Not Applicable
4b. Contractor has not 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:

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>20 Days</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>EXPEDITED DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>5 Days</td>
</tr>
</tbody>
</table>

   b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies 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 agency, 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. Payment terms are Net 30 days.
   b. Prompt Payment: 1% <= 20 days from receipt of invoice or date of acceptance, whichever is later.
   c. Government Educational Institutions receive the same as all other Government customers.

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:
   Standard commercial export packaging, including containerization, if necessary, packaging, preservation, marking are included in the pricing offered and accepted by the Government.

10. Small Requirements: The minimum dollar value 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 value for the following Special Item Numbers (SINs) is $500,000:
      Special Item Number 511210 - Term Software Licenses

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.
   In accordance with FAR 8.404:
   Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsize the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best
value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government’s needs.

a. Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the “GSA Advantage!” on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency’s needs. In selecting the supply or service representing the best value, the ordering office may consider--

1. Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
2. Trade-in considerations;
3. Probable life of the item selected as compared with that of a comparable item;
4. Warranty considerations;
5. Maintenance availability;
6. Past performance; and
7. Environmental and energy efficiency considerations.

c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--

Review additional Schedule Contractors’

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

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

1. Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
2. Offer the lowest price available under the contract; or
3. Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.
f. Small business. For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency’s needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: Federal departments and agencies 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 offices, 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 Supply 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. SECURITY REQUIREMENTS. In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or $100,000, of the total dollar value of the order, whichever is less.

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES: Any ordering office, 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 Government’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.

For administrative convenience, an ordering office 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 office 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 within the scope of this contract.

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government 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)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as “…a simplified method of filling anticipated repetitive needs for supplies or services by establishing ‘charge accounts’ with qualified sources of supply.” The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

“BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract.”

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up “accounts” with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

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, Contractor’s Reports of Sales and 552.238-76, Industrial Funding Fee, 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 receive 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 separable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The requisitioning 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 a Federal Agency, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the Agency 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.
1. **INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government may require repair or replacement of nonconforming software at no increase in contract price. The Government 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.

   **Warranties:**

   i) Walsh warrants that it is authorized to grant the license to the Software herein to the Licensee and that the Software will, when delivered and properly installed, perform materially in accordance with the documentation provided by Walsh. Walsh will replace any defective media item within 30 days after delivery.

   ii) During the Warranty period, Walsh will either repair or replace, at its option, any defective Products within ten (10) working days after their receipt at Walsh’s facility, and return such repaired or replaced Products to the location from which it originated. Products that have been repaired or replaced by Walsh in accordance herewith shall be warranted for the balance of their Warranty Period.

   iii) Walsh’s obligation is limited to repair and/or replacement of any defective part or parts provided that they are returned after receiving a Return Material Authorization (RMA) number from Walsh.

   iv) Any consulting or other services provided by Walsh are on a best efforts basis.

   v) Walsh does not warrant that any of the Items will meet the specific needs of the Licensee.

   vii) The foregoing warranties are in lieu of all other warranties, express or implied, including but not limited to, implied warranties of fitness for a particular purpose and warranties of merchantability. Except as specified in this license, all express or implied conditions, representations and warranties, excluding any implied warranty of merchantability, fitness for a particular purpose or non-infringement, are hereby excluded to the extent allowed by applicable law. Walsh specifically denies any implied or express representation that: (i) Any of the items will fit the licensee’s requirements; (ii) The software will operate uninterrupted or error-free; (iii) Walsh can have all program defects corrected.

   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 Government for consequential damages resulting from any defect or deficiencies in accepted items.
3. TECHNICAL SERVICES  
The Contractor, without additional charge to the Government, shall provide a hot line technical support number 1-800-925-7460 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9 a.m. to 5 p.m. Eastern time.

4. SOFTWARE MAINTENANCE  
a. Software maintenance service shall include the following:  
Walsh will keep software up to data and running on the designated servers and available to the client. Bugs will be fixed as found with internal testing methodology and as they appear during the course of day to day use.

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 TERM LICENSES (511210)  
a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses may be discontinued by the Government on thirty (30) calendar days written notice to the Contractor.

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

d. Cross-Year Funding Within Contract Period. Where an ordering office’s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office 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 offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term license is to be terminated at that time. Orders for the continuation of term licenses will be required if the term licenses is to be continued during the subsequent period.

7. TERM LICENSE CESSATION  
Client must notify Walsh Integrated Inc. if continuing or stopping their term license in writing, 30 days prior to their annual license date.

8. UTILIZATION LIMITATIONS - (511210)  
a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the Government, 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 agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (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 agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency 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 agency'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 agency.

(3) Except as is provided in paragraph 8.b(2) above, the Government 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 government who have the Government'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 Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.

(4) The Government 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 Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government 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 - (511210)

Full monetary credit will be allowed to the Government 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 term license (511210), 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.
**Product # 1101 - Walsh QA Inspector**

SPECIAL ITEM NUMBER: 511210  
PRICE PER UNIT (US $): $2159.40/year

Walsh QA Inspector allows you to quickly inspect the cleanliness of any room from your mobile device. This cost saving tool helps you improve quality and cleanliness, increasing facility performance and customer satisfaction.

This line item is for the web & database access for 1 account with a package of 3 checklist/inspection types for 1 year, includes software upgrades and telephone support. Software User licenses purchased separately.

**Product # 1102 - Walsh Safety Leader**

SPECIAL ITEM NUMBER: 511210  
PRICE PER UNIT (US $): $2159.40/year

Walsh Safety Leader allows you to manage your safety inspections in real time from your mobile device. This ‘on the go’ solution is customized to your standards and industry regulations, helping you to quickly identify, track and correct infractions anytime, anywhere.

This line item is for the web & database access for 1 account with a package of 3 checklist/inspection types for 1 year, includes software upgrades and telephone support. Software User licenses purchased separately.

**Product # 1103 - Walsh Rounds Tracker**

SPECIAL ITEM NUMBER: 511210  
PRICE PER UNIT (US $): $4341.76/year

Walsh Rounds Tracker is the ultimate Environment of Care Rounds management system that allows you to easily complete your administrative rounds on a mobile device. This easy to use solution maintains all your records and allows you to automatically follow-up on all your inspection findings.

This line item is for the web & database access for 1 account with a package of 6 checklist/inspection types for 1 year, includes software upgrades and telephone support. Software User licenses purchased separately.

**Product # 1104 - Walsh Mobile Survey Solution**

SPECIAL ITEM NUMBER: 511210  
PRICE PER UNIT (US $): $735.11/year

Walsh Mobile Survey Solution allows you to conduct any type of survey or questionnaire in real time on your mobile device. Your surveys are easily completed so that you can instantly generate accurate.

This line item is for the web & database access for 1 account with a package of 1 checklist/inspection type for 1 year, includes software upgrades and telephone support. Software User licenses purchased separately.

**Product # 1105 - IC Hands Pro**

SPECIAL ITEM NUMBER: 511210  
PRICE PER UNIT (US $): $2159.40/year

Walsh IC Hands Pro records observations and manages your hand washing surveillance program, all from a mobile device. Simply collecting data is not infection control; IC Hands Pro will take you to the next level of infection prevention!

This line item is for the web & database access for 1 account with a package of 3 checklist/inspection types for 1 year, includes software upgrades and telephone support. Software User licenses purchased separately.
**Product # 1106 - PM Inspector**

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>PRICE PER UNIT (US $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$2159.40/year</td>
</tr>
</tbody>
</table>

Walsh PM Inspector allows you to carry out preventative maintenance inspections and track and report results in real time.

This line item is for the web & database access for 1 account with a package of 3 checklist/inspection types for 1 year, includes software upgrades and telephone support. Software User licenses purchased separately.

**Product # 1107 - Inspector Master**

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>PRICE PER UNIT (US $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$3621.96/year</td>
</tr>
</tbody>
</table>

Walsh Inspector Master is a fully customized content program that allows you to conduct any type of survey or questionnaire in real time on your mobile device. Your surveys are easily completed so that you can instantly generate accurate.

This line item is for the web & database access for 1 account with a package of 5 checklist/inspection types for 1 year, includes software upgrades and telephone support. Software User licenses purchased separately. Some customizations are subject to additional costs.

**Product # 1108 – Walsh Software User License (1-5 units)**

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>PRICE PER UNIT (US $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$1297.93/year</td>
</tr>
</tbody>
</table>

Software User License required for Walsh 1 product/App. for 1 year. 1 license/user (Inspectors & Administrators)

This line item is for 1-5 units per product per account.

**Product # 1109 – Walsh Software User License (6-10 units)**

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>PRICE PER UNIT (US $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$1148.61/year</td>
</tr>
</tbody>
</table>

Software User License required for Walsh 1 product/App. for 1 year. 1 license/user (Inspectors & Administrators)

This line item is for 6-10 units per product per account.

**Product # 1110 – Walsh Software User License (11-15 units)**

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>PRICE PER UNIT (US $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$861.46/year</td>
</tr>
</tbody>
</table>

Software User License required for Walsh 1 product/App. for 1 year. 1 license/user (Inspectors & Administrators)

This line item is for 11-15 units per product per account.
**Product # 1111 – Walsh Software User License (16-25 units)**

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>PRICE PER UNIT (US $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$735.11/year</td>
</tr>
</tbody>
</table>

Software User License required for Walsh 1 product/App. for 1 year. 1 license/user (Inspectors & Administrators)

This line item is for 16-25 units per product per account.

**Product # 1112 – Walsh Software User License (26+ units)**

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>PRICE PER UNIT (US $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$539.85/year</td>
</tr>
</tbody>
</table>

Software User License required for Walsh 1 product/App. for 1 year. 1 license/user (Inspectors & Administrators)

This line item is for 26+ units per product per account.

**Product # 1113 – Walsh Electronic Database Setup**

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>PRICE PER UNIT (US $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$1154.36/year</td>
</tr>
</tbody>
</table>

Walsh Electronic Database setup of all software database fields, submitted to Walsh by customer in Excel. One time cost per product per account.

**Product # 1114 - Kick Start Phone/Web Training Package**

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>PRICE PER UNIT (US $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$855.72/year</td>
</tr>
</tbody>
</table>


**Product # 1115 – Additional Checklist/Inspection Types**

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>PRICE PER UNIT (US $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$735.11/year</td>
</tr>
</tbody>
</table>

Additional Checklist/Inspection Types each per product for 1 year.

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

The Contractor shall insert the discounted pricing for right-to-copy licenses. Not Applicable
BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

Not Applicable

(Insert Customer Name)

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

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

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

Signatures

__________________________________________________________________________
Agency                  Date                  Contractor                  Date
(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 Agency):

(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:

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______________________</td>
<td>___________________________</td>
</tr>
<tr>
<td>_______________________</td>
<td>___________________________</td>
</tr>
</tbody>
</table>

(2) Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________</td>
<td>__________________________</td>
</tr>
<tr>
<td>______________</td>
<td>__________________________</td>
</tr>
</tbody>
</table>

(3) The Government 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:

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________</td>
<td>__________________</td>
</tr>
<tr>
<td>______________</td>
<td>__________________</td>
</tr>
</tbody>
</table>

(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.
Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency 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.
PREAMBLE

Walsh Integrated Inc. provides commercial products and services to the Federal Government. 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 Federal Government contracts. To accelerate potential opportunities please contact Walsh Integrated Inc., Kelly McCartney, 1-800-925-7460, kelly@walshintegrated.com, fax: 514-364-1559.