



## **I-FSS-600 Contract Price Lists**

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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 for GSA Advantage! is: [GSAAdvantage.gov](http://GSAAdvantage.gov).

Schedule Title  
FSC Group, Part, and Section or Standard Industrial Group (as applicable)  
FSC Class(es)/Product code(s) and/or Service Codes (as applicable): **FSC 7030 Computer Software**

Contract number  
For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov).

Contract period.

Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)

**LabLynx, Inc.**  
**2400 Lake Park Drive**  
**Suite 435**  
**Smyrna, Georgia 30080**  
**Tel: 770-859-1992 x109 or 114**  
**Toll-Free: 800-585-5969**  
**Fax: 877-832-4129**

Contractor's internet address/web site where schedule information *can* be found (as applicable):  
<http://www.lablynx.com>

Contract administration source (if different from preceding entry).

Business size. **Small**

**CUSTOMER INFORMATION:** The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross- reference to item descriptions and awarded price(s). **SIN: 70 132 33, 132 34**

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price.. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	QUANTITY	UOI	GSA OFFER PRICE (exclusive of the .75% IFF)	GSA OFFER PRICE (inclusive of the .75% IFF)
LLX-GS- U	ELab 7 Enterprise LIMS - Unlimited Users	Complete Laboratory Data Management System - Unlimited users. Includes training, project mgt	Any	Ea	\$350,000.00	\$352,644.84
LLX-GS- 1	ELab 7 Enterprise LIMS - One ConcurrentUser	Complete Laboratory Data Management System - One Concurrent User (per concurrent user)	Any	Ea	\$4,250.00	\$4,282.12
LLX-GS- P1	Plug-In: Screen	Additional screen or screen modification. Includes training, project mgt	Any	Ea	\$3,825.00	\$3,853.90
LLX-GS- P2	Plug-In: Report	Additional Report. Includes training, project mgt	Any	Ea	\$3,825.00	\$3,853.90
LLX-GS- P3U	Plug-In: Interface, Uni- directional	Integration to device or system/database: uni-directional. Includes training, project mgt	Any	Ea	\$2,125.00	\$2,141.06
LLX-GS- P3B	Plug-In: Interface, Bi-directional	Integration to device or system/database: bi-directional. Includes training, project mgt	Any	Ea	\$3,825.00	\$3,853.90
LLX-GS- U/1M	LabLynx Service Plan	AnnualMaintenance, Support, Warranty	Any	Yr	15% of Total License Fee	15% of Total License Fee/.9925

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item.

**Not applicable**

**2. Maximum order. \$500,000**

**3. Minimum order. \$100.00**

**4. Geographic coverage (delivery area). Global**

**5. Point(s) of production (city, county, and State or foreign country). Smyrna, Cobb County, Georgia**

6. Discount from list, prices or statement of net price. **N/A**

7. Quantity discounts. **See Price List for Quantity Discounts**

8. Prompt payment terms. **NET 30.**

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold. **Commercial credit cards are accepted for all purchases.**

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold. **Government purchase cards are accepted for all purchases.**

10. Foreign items (list items by country of origin) **None.**

11a. Time of delivery. (Contractor insert number of days.) **14 Days.**

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." Under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery. **No expedited delivery.**

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery. **Overnight or 2-day delivery available where applicable, at no additional charge.**

11d. Urgent Requirements. The Contractor will note in its price list the Urgent. Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to affect a faster delivery.

12. F.O.B. point(s). **Hosting server (either LabLynx cloud facilities or customer server)**

13a. Ordering address(es). **LabLynx, Inc., 2400 Lake Park Dr, Smyrna, GA 30080 or via email at [sales@lablynx.com](mailto:sales@lablynx.com)**

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample EPA can be found at the GSA/FSS Schedule homepage ([fss.gsa.gov/schedules](http://fss.gsa.gov/schedules)). Contactor is to simply include this statement as item 13b.

14. Payment address(es) **P.O. Box 673966 Marietta, Georgia 30006 or via email at [sales@lablynx.com](mailto:sales@lablynx.com)**

15. Warranty provision. **Warranty terms are for as long as service plan is in effect.**

16. Export packing charges, if applicable. **N/A**

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level) **N/A**

18. Terms and conditions of rental, maintenance, and repair (if applicable) **Per agreement**
19. Terms and conditions of installation (if applicable). **Per agreement**
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). **N/A**
- 20a. Terms and conditions for any other services (if applicable) **N/A**
21. List of service and distribution points (if applicable). **N/A**
22. List of participating dealers (if applicable). **N/A**
23. Preventive maintenance (if applicable). **Per service plan**
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants) **N/A**
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at [www.Section508.gov/](http://www.Section508.gov/). **Information on this and other compliance is available at <http://www.lablynx.com>**
25. Data Universal Number System (DUNS) number. **098251569**
26. Notification regarding registration in Central Contractor Registration (CCR) database. **P.O. Box 673966 Marietta, Georgia 30006 or via email at [sales@lablynx.com](mailto:sales@lablynx.com)**

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

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

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

### 3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

**\*\*Contractor is to insert commercial guarantee/warranty clauses.\*\***

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. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

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

### 4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from to

\_\_\_\_\_.

**\*\*Provide telephone number and hours of operation for technical support hot line; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central time, Mountain time or Pacific time.\*\***

### 5. SOFTWARE MAINTENANCE

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

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

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

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

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

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

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

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).  
PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

## **6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

**\*\*The phrase, "Term Licenses and/or Maintenance" in the preceding paragraphs may need to be revised in order to be consistent with the Offeror's proposal; e.g., if only software maintenance is offered, all references to "term licenses" should be deleted from the preceding paragraphs.\*\***

## **7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to % of all term license payments during the period that the software was under a term license within the ordering activity.

## 8. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of \_\_\_\* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

**\*\*Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.\*\***

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

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

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

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

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

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

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

#### **11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

#### **12. RIGHT-TO-COPY PRICING**

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