
Meeting Date: June 17, 2015

Staff Contact: Cody Stinson, Chief Information Officer

TITLE: C-15-17 - Approving Agreement with LABVANTAGE Solutions Inc. for LABVANTAGE Laboratory Information Management System (LIMS)

ACTION: Recommend Approval

SUMMARY:

The Water Authority Compliance Division (Compliance Division) generates and manages large amounts of environmental data. Within the Compliance Division, the Water Quality Laboratory (WQL) and Water Process Laboratory (WPL) reports more than 2,000 laboratory results and quality control data points. In addition, the Water Quality and NPDES program areas generate an additional several hundred data points of field parameters weekly for the Water Authority's water and wastewater systems. It is a challenge to manage all of these data in a manner that supports efficacious operations in the laboratory, the field, and the office. For the last decade, the WQL has used a Laboratory Information Management System (LIMS) called **SQL*LIMS** for data management. However, the functionality of the system has been limited to sample login and manual reporting of final results. Data generated by the WPL and field measurements (aka Remote Labs) are manually recorded, with much of the data maintained in spreadsheets. **SQL*LIMS** runs on Windows XP, which is no longer being supported.

The Compliance Division is recommending a new LIMS called **LABVANTAGE** for the management of data generated and used by the laboratory, Water Quality and NPDES compliance programs. As part of the **LABVANTAGE** system implementation project, the legacy data from the current LIMS will be archived and made available through the existing Data Repository.

This agreement will be using a **GSA Schedule 70 contract number: GS-35F-0139U** as the basis for the contract and prices which are equal to or less than the GSA price schedule.

FISCAL IMPACT:

The **LABVANTAGE** agreement will cost approximately \$363,656.75. The Authority currently owns the **LABVANTAGE** software, and this agreement will cover the cost to upgrade, implement and provide post implementation training and support. The implementation and post implementation support will be funded from CIP. Funding for this project has been appropriated to cover this agreement.

**AGREEMENT
BETWEEN THE
ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY
AND
LABVANTAGE SOLUTIONS, INC.**

THIS AGREEMENT is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, P.O. Box 568, Albuquerque, New Mexico 87103-0568 (hereinafter referred to as the "Water Authority") and Labvantage Solutions, Inc., a New Jersey corporation located at 265 Davidson Avenue, Suite 220, Somerset, NJ 08873 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Water Authority IT Department is starting the LV7 Implementation Project; and

WHEREAS, the Contractor currently provides the professional services required for the LV7 program through GSA Schedule 70 contract number GS-35F-0139U; and

WHEREAS, the Contractor is able to provide such services at a cost and in a timeframe in accordance with Water Authority goals and objectives.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of Services:** The Contractor shall perform the following services (hereinafter referred to as the "Services") in a satisfactory and proper manner, as determined by the Water Authority:

Provide the Services outlined in Exhibit A and GS-35F-0139U, attached hereto and incorporated herein as part of this Agreement.

2. **Time of Performance:** Services of the Contractor shall commence on July 1, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed by December 11, 2017. This Agreement may be extended upon written agreement of the parties in accordance with the GSA contract term.

3. **Compensation and Method of Payment:**

- A. **Compensation.** For performing the Services specified in Section 1 hereof, the Water Authority agrees to pay the Contractor up to the amount of **Three Hundred Sixty-Three Thousand Six Hundred Fifty-Six and 75/100 Dollars (\$363,656.75)**, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

- B. **Method of Payment.** Payment for Services shall be made at the rate of **One Thousand Seven Hundred and 00/100 Dollars (\$1,700.00) per unit**, minus the 25% discount, which rate excludes any applicable gross receipts taxes. Payments shall be made to the Contractor monthly for Services provided during the previous month. Payments shall be made upon receipt by the Water Authority of properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the Water Authority and on the condition that the Contractor has accomplished the Services to the satisfaction of the Water Authority.
- C. **Reimbursement of Actual Expenses.** In addition, upon receipt of proper documentation submitted with Contractor's invoice, the Water Authority will reimburse the Contractor's actual travel expenditures up to the amount of **One Hundred Twelve and 00/100 per day (\$112.00) per day**, which amount includes any applicable gross receipts taxes, for lodging and meals, and other expenses related to the performance of the Services from the time the Contractor arrives/departs. Actual amounts for transportation expenses will also be reimbursed at actual cost provided all receipts for travel and dates are confirmed by the Water Authority. All travel reimbursements will not exceed a total of **Thirty-Three Thousand and 00/100 Dollars (\$33,000.00)** for the duration of this Agreement.
- D. **Appropriations.** Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Water Authority Board making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Water Authority Board, this Agreement may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to the Contractor. Such event shall not constitute an event of default. All payment obligations of the Water Authority and all of its interest in this Agreement will cease upon the date of termination. The Water Authority's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
4. **Independent Contractor:** Neither the Contractor nor its employees are considered to be employees of the Water Authority for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the Water Authority under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the Water Authority under the provisions of the Merit System Ordinance as now enacted or hereafter amended.
5. **Personnel:**
- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Water Authority.
- B. All the Services required hereunder will be performed by the Contractor or under its

supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the Water Authority. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of the Agreement.

6. **Indemnity:** The Contractor agrees to defend, indemnify and hold harmless the Water Authority and its officials, agents and employees from and against any and all claims, actions, suits or proceeding of any kind brought against said parties for or on account of any matter arising out of or resulting from the Services performed by the Contractor under this Agreement. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Insurance:** The Contractor shall procure and maintain at its expense until final payment by the Water Authority for services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish the Water Authority a certificate or certificates in form satisfactory to the Water Authority showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Albuquerque Bernalillo County Water Utility Authority, P.O. Box 568, Albuquerque, New Mexico 87103-0568, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than workers' compensation, the Water Authority shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

A. **Commercial General Liability Insurance.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire - Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the Water Authority by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

B. **Automobile Liability Insurance.** An automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability

for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work.

- C. **Professional Liability Insurance.** Professional liability insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate.
 - D. **Workers' Compensation Insurance.** Workers' compensation insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.
 - E. **Increased Limits.** If, during the term of this Agreement, the Water Authority requires the Contractor to increase maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.
8. **Discrimination Prohibited:** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.
9. **ADA Compliance:** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the Water Authority as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the Water Authority, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.
10. **Reports and Information:** At such times and in such forms as the Water Authority may require, there shall be furnished to the Water Authority such statements, records, reports, data and information, as the Water Authority may request pertaining to matters covered by this Agreement. Unless authorized by the Water Authority, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the Water Authority.
11. **Establishment and Maintenance of Records:** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the Water Authority with respect to all matters covered by this Agreement. Except as otherwise authorized by the Water Authority, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.
12. **Audits and Inspections:** At any time during normal business hours and as often as the Water Authority may deem necessary, there shall be made available to the Water Authority for examination all of the Contractor's records with respect to all matters

covered by this Agreement. The Contractor shall permit the Water Authority to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

13. **Conflict of Interest; Governmental Conduct Act:** The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a current or former “public officer or employee” have been followed.
14. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Water Authority shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
15. **Compliance with Laws:** In performing the Services required herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments.
16. **Changes:** The Water Authority may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Water Authority and the Contractor, shall be incorporated in written amendments to this Agreement.
17. **Assignability:** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the Water Authority therein.
18. **Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Water Authority shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the Water Authority, become its property. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Water Authority for damages sustained by the Water Authority by virtue of any breach of this Agreement by the Contractor, and the Water Authority may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Water Authority from the Contractor is determined.

19. **Termination for Convenience of Water Authority:** The Water Authority may terminate this Agreement at any time without cause and for the convenience of the Water Authority by giving at least ten (10) days' notice in writing to the Contractor. If the Contractor is terminated by the Water Authority as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.
20. **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
21. **Enforcement:** The Contractor agrees to pay to the Water Authority all costs and expenses including reasonable attorney's fees incurred by the Water Authority in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
22. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
23. **Applicable Law:** This Agreement shall be governed by the construed and enforced in accordance with the laws of the State of New Mexico, and the rules and regulations of the Albuquerque Bernalillo County Water Utility Authority.
24. **Approval Required:** This Agreement shall not become effective or binding until approved by the Water Authority's Executive Director.

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IN WITNESS WHEREOF, the Water Authority and the Contractor have executed this Agreement on the date of the last signature entered below.

**ALBUQUERQUE BERNALILLO COUNTY
WATER UTILITY AUTHORITY**

**CONTRACTOR: LABVANTAGE
SOLUTIONS, INC.**

Approved By:

Mark S. Sanchez, Executive Director

Date: _____

Reviewed by:

Charles W. Kolberg, General Counsel

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

State Taxation and Revenue Department

Taxpayer Identification No.: _____

Federal Taxpayer Identification No.

EXHIBIT A
LABVANTAGE STATEMENT OF WORK



ABCWUA - LV7 Implementation Project Statement of Work

Project Name:	ABCWUA - LV7 Implementation Project
Version Number:	SOW #1.3
Date:	04 /13/ 2015
Customer Acknowledgement:	Initials: _____
LabVantage Acknowledgment:	Initials: _____

This Statement of Work is the confidential information of LabVantage Solutions, Inc. It is intended solely for the Customer identified herein, and may only be used for the limited purpose of evaluating and/or documenting the Services to be provided by LabVantage. Use by or disclosure to any other party or for any other purpose is strictly prohibited. The Master Software and Services Agreement (MSSA) between the Parties dated 26 Jun 1990 shall govern this SOW. All capitalized terms not defined herein shall have the meaning ascribed to them in the MSSA.

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1. Revision history

This section contains one row for each revision of the document that is released and describes the changes made since the last release.

Version	Date	Description	Author	LVS PSO Init	LVS Legal Init
1.0	3/17/15	Initial	L. Schlobach	LS	
1.1	3/25/15	1st Revision	T. Smallmon	LS	
1.2	4/3/15	2nd Revision	T. Smallmon		
1.3	4/13/15	Final	TS, ML(ABCWUA)		

2. Introduction

This document contains a description of the services and results (“Services”) that will be delivered during the ABCWUA - LV7 Implementation Project (“Project”). It will briefly summarize the business need fulfilled by the Project, the Project scope and strategic vision, goals and objectives.

Anything not specified in this document is outside of the scope of the Project.

3. Overview & Scope of Work

LabVantage shall utilize OOB LabVantage to Configure and/or Customize Customer’s LIMS to build a laboratory information management system (“LIMS”) in conformance with section 7 of this SOW. The total effort for this Project is estimated to take 211 (days). Professional Fees are based on an actual time and material basis with one day equaling 8 hours.

4. Project Methodology

Activities executed by LabVantage Professional Services Office (PSO) are guided by the LabVantage Project Quality Framework (PQF), which is an implementation of the Project Management Institute’s Project Management Body of Knowledge (PMBOK). The PQF is managed by the Project Management Office (PMO), which includes leaders from the Professional Services and Quality departments. Members of LabVantage Professional Services assigned to the Project will use the PQF to successfully manage the schedule, cost, and quality of the Services under this SOW.

The following is a list of the six processes that are integral parts of the PQF. Each of these processes has a detailed procedure outlining the process steps and the required document templates associated with completing work during each phase of the Project implementation.

- Initiate: Sales-related processes including this document
- Plan: Planning for the Project
- Execute: The execution of activities required by this document and to fulfill the Project plans
- Deploy: The customer organization places delivered services into the intended environment
- Monitor & Control: Ongoing Project management including issues resolution, change control
- Close: Post-Project review activities such as lessons learned

5. Project Teams & Management

5.1. LabVantage Resources

- **LVS Project Manager** – This resource will have overall responsibility for the Services performed by LabVantage. The LVS Project Manager will be responsible for resource allocation, resource usage, budget monitoring, and Project Plan maintenance. All Project-related activities will be approved by ABCWUA and LabVantage prior to execution.
- **LVS Business Analyst** – This resource type is responsible for the execution and documentation of all LabVantage implementation activities. The assignment of a Business Analyst to each activity is based on the required skill set.
- **LVS Technical Resource(s)** – This resource type is responsible for the design, any Configuration and/or Customization (as defined in section 7.5 below) by LabVantage, and the update of the related Documentation.

LabVantage resources will report to and receive their assignments from the LVS Project Manager. Additional resource types may be added to the Project team as necessary.

5.2. Customer Resources

ABCWUA will fill the following roles (or similar) to insure the timeliness of the Project implementation:

- **ABCWUA System Owner** – This person will have overall responsibility for the Project.
- **ABCWUA Project Manager** – The Project Manager will be responsible for final approval of all documentation and acceptance criteria. This person will also be responsible for ensuring that necessary Customer resources are made available to provide key business knowledge and also IT support.
- **ABCWUA Subject Matter Experts (SME)** – The SMEs will provide the business process perspective for the Project. These individuals will work closely with the LVS Business Analyst to see that the Deliverables to be built are Configured and/or Customized as set forth in the SOW and FRS, and that templates are defined appropriately. These individuals must be members of the Project Team.

5.3. Changes in Project Resources

During the course of Project execution, it may become necessary to assign additional resources in order to conform to the Project timeline. Changes in Project timelines/scope or resource availability issues may require substitution of Project resources. If current resources become unavailable, or additional resources are not available, refer to Communication, Reporting and Escalation section 6 below for procedures to escalate potential project risk.

6. Communication, Reporting and Escalation

The LabVantage Project Manager shall communicate routinely with the Customer Project Manager and both Project Teams to help manage expectations, address issues, maintain the Project Plan and avoid scope creep. A Communication Plan will identify and detail the formal communications (meetings, project control documents, and so on), periodic or as needed, that will take place throughout the project.

LabVantage will provide status reports on a mutually agreed upon schedule. In the event issues arise under this SOW, it is the responsibility of each Project Team member to communicate such issue to their respective Project Manager. Identified issues are recorded and tracked by the LabVantage Project Manager via the procedures defined as part of the LabVantage Project Quality Framework (PQF).

If the Project Managers have not been able to resolve an issue, the LabVantage Project Manager shall submit the issue to the respective LabVantage Professional Services Program Manager, and the Customer shall submit the issue up to its next higher level executive for resolution. The referenced escalation points of contact are to meet to resolve the issue in person or via conference call within five (5) business days following the date the identified issue was recorded according to the PQF procedure. If the issue still has not been resolved, then such issue shall promptly be escalated to the LabVantage Professional Services department head and appropriate customer senior officer executive and they shall meet in person or via conference call as soon as possible, but no later than ten (10) business days from the date the identified issue was recorded unless such senior officers agree in writing to another date to meet.

7. Deliverables

The following Deliverables shall be delivered during the course of the Project:

7.1. System Installation

LabVantage shall perform two (2) complete installations of the LIMS, which shall include the software Customer purchased from LabVantage and up to five (5) delivered software iterations on a previously installed system. Software not purchased by Customer through LabVantage shall be installed by Customer. Documented evidence of system installation is not within scope of this estimate.

System Installation:

Estimated Person: 2 (Days)

7.2. Project Management

LabVantage shall establish and maintain on a routine basis a Project plan agreed to in writing with Customer that includes tasks, assignments, and estimated milestone dates for the Project ("Project Plan"). At project initiation, Customer will review and approve in writing the Project Plan, agreeing to meet the timeframes within the plan.

LabVantage shall update and modify the Project Plan regularly throughout the Project in accordance with this SOW and Changes to the Project section 9. Additionally, LabVantage shall oversee the progression of the Project and help facilitate communication between both Project Teams.

Project Management:

Estimated Person: 15 (Days)

7.3. Functional Requirements Specifications ("FRS")

LabVantage and Customer will work together to identify, review, and analyze Customer's user specification documentation (the "URS" and attached hereto as Exhibit A), as well as Customer's internal business processes and laboratory work flows. Based on this review and analysis, LabVantage shall perform the number of On-Site Utilization Workshop(s) at Customer's site as indicated below to gather detailed requirements that will enable LabVantage to develop, with Customer's guidance, written and mutually agreed upon functional requirements specifications for the Project ("FRS").

Number of On-Site Utilization Workshops (2)

Estimated Person: 10 (Days)

Develop, Review & Acceptance of the FRS:

Estimated Person: 20 (Days)

Currently, the key functionalities to be identified in the FRS are as follows:

Based on the scoping analysis study performed in February and March of 2014, the table below lists the functionality that will be included in the FRS. The anticipated approach toward the implementation of each functional area is also noted in the table below. Please reference the 'RequirementAssessmentMeetingNotes14OCT13_updated February 2014' document for the functional details and description of each area. It is attached to this SOW as a supporting document.

Functional Area/Activity	Configuration Effort	Customization Effort	Total Effort
Sample Initiation	2	0	2
Sample receipt	2	2	4
Sample Management	2	2	4
Sample Analysis	4	2	6
Reagent management	2	1	3
Sample Custody Management	2	5	7
Instrument management	3	0	3
AQC Batch	6	3	9
Data entry	6	3	9
Calculations	6	0	6
Analyst Qualification	1	0	1
Result review/approval	4	2	6
Audit Trail	1	0	1
Security	1	0	1
Queries	6	2	8
Labels	1	0	1
Data File Import	0	5	5
Custom Views	0	0	0
Scheduler	3	5	8
eNotebook	10	0	10
eSubmission	5	0	5
LIMSView	0	0	0
Report Development	0	20	20
Instrument Interfaces	0	23	23
Master Data Export/Import	0	0	0
Data File Imports	0	5	5
Custom Views	0	5	5
NWA Integration	1	0	1

7.4. On-site Work Schedule

For LabVantage Professional Services members, the standard travel week is a maximum of four days. Additional days during the week are reserved for travel. This travel policy should be honored as often as possible, as it enables our consultants to balance business and personal time.

The expected on-site work schedule of the Project will be for the resources to arrive before midday Monday and leave midday Friday, when on-site work is required. Work should be completed offsite whenever possible. Offsite activities benefit the Customer by avoiding additional travel expenses. It also gives the consultant more time to work productively on project deliverables by avoiding travel time.

7.5. Configuration, Customization and Testing

LabVantage shall provide the Services required to Configure and/or Customize and test Customer's LIMS in substantial conformance with the FRS.

For the purposes of this SOW, the following are the working definitions for OOB, Configuration and Customization:

- "Out of the Box" or ("OOB") – means all core LabVantage Software features and functions as specified within the LabVantage Documentation included with the OOB LabVantage Software corresponding to the version of OOB LabVantage software available for delivery to Customer as of the date of this SOW, together with any applicable LabVantage modules as may also be licensed to Customer along with the OOB LabVantage Software.
- "Configuration" – configuration means those modifications to OOB LabVantage performed by LabVantage and/or Customer utilizing a LabVantage specific tool available from within the LabVantage user interface that do not require programming or software coding.
- "Customization" – custom or customization means those modifications to OOB LabVantage performed by LabVantage required to write procedural logic, programming, and software coding. This includes use of Java, Java Script, HTML, the creation of custom JSP(s), Groovy Programming; and similar third party software languages or libraries."

NOTE: It is the intention of LabVantage to utilize OOB features and functions in conjunction with Configuration as the primary approach toward building the Deliverables. LabVantage will only perform Customizations if deemed necessary to achieve Customer-specific requirements.

For the purposes of this SOW, the following are the working definitions of Exploratory, Operational Qualification and Acceptance testing.

- "Exploratory Testing" – means testing that simultaneously integrates learning, test design and execution in an ad-hoc manner rather than relying upon scripted testing. This type of testing may occur at any time during Project development.
- "Operational Qualification Testing" or "OQ" – means to validate that the software correctly implements the software requirements and design as each software component (e.g., units or modules) is incrementally integrated with each other.
- "Acceptance Testing" – means testing to assure that the software satisfies its acceptance criteria and enable the Customer to determine whether to accept the integrated software product.

Prior to delivering an iteration of the configured system, LabVantage shall perform Exploratory and Operational Qualification Testing. The output of these will be an OQ Test Checklists that will verify

that the software correctly implements the software design and fulfills all requirements described in the FRS. Acceptance Testing will be performed by the Customer.

Configuration, Customization & Testing: Estimated Person: 109 (Days)

Configuration demonstrations, and reviews: Estimated Person: 10 (Days)

7.6. Instrument Interfaces

LabVantage shall provide the Professional Services required to interface (six) 6 complex instruments for ABCWUA in substantial conformance with the FRS utilizing Configurable capabilities of Connect software and/or Custom Scripts developed to parse instrument output files into files compatible with Customer's LIMS.

An additional 5 days of Professional Services shall be provided to interface 2 of the simple instruments and to train ABCWUA staff to interface and remaining simple instruments.

Instrument Interfaces: Estimated Person: 23 (Days)

Instrument Type	ICP-OES
Manufacturer / Model	Perkin Elmer Spectrophotometer ICP Optima model# 8300
Instrument Software being used	WinLab 32 for ICP version 5.4.0.0607
Software Operating System	Windows 7
Instrument Currently Networked	Yes
Number of Methods run on instrument	1
File Output Type	CSV
Interface Method	Connect
Direction of Communication	Uni-directional communication
Interface Description	

Instrument Type	ICP-MS
Manufacturer / Model	Perkin Elmer ICP Mass Spectrometer model# ELAN-DRCe
Instrument Software being used	ELAN
Software Operating System	Windows XP
Instrument Currently Networked	Yes
Number of Methods run on instrument	1
File Output Type	REP, CSV
Interface Method	Connect
Direction of Communication	Uni-directional communication
Interface Description	

Instrument Type	TOC
Manufacturer / Model	GE Water & Process Technologies Sievers 5310C
Instrument Software being used	DataPro 5310C
Software Operating System	Windows XP
Instrument Currently Networked	Yes
Number of Methods run on instrument	1
File Output Type	CSV
Interface Method	Connect
Direction of Communication	Uni-directional communication
Interface Description	

Instrument Type	Radiometer
Manufacturer / Model	Hach/ Radiometer - TIM845
Instrument Software being used	TitraMaster 85
Software Operating System	Windows 7
Instrument Currently Networked	Yes
Number of Methods run on instrument	1
File Output Type	TXT, CSV, EXCEL
Interface Method	Connect
Direction of Communication	Uni-directional communication
Interface Description	

Instrument Type	IC
Manufacturer / Model	Dionex IC
Instrument Software being used	Chromeleon Client 6.8 serial 57777
Software Operating System	Windows XP
Instrument Currently Networked	Yes
Number of Methods run on instrument	1
File Output Type	TXT, CSV, PDF, EXCEL
Interface Method	Connect
Direction of Communication	Uni-directional communication
Interface Description	

Instrument Type	Mercury
Manufacturer / Model	Perkin Elmer FIMS-MHS
Instrument Software being used	WinLab32 for AA Version 6.5.0.0266
Software Operating System	Windows XP

Instrument Currently Networked	Yes
Number of Methods run on instrument	1
File Output Type	CSV
Interface Method	Connect
Direction of Communication	Uni-directional communication
Interface Description	

NOTE: In order to write a successful interface, Customer must supply LabVantage with example output file formats for each instrument method and output file details with the information to be parsed into the Customer's LIMS. Please note that bi-directional interfaces require that the instrument software package is connected directly to Customer's network and is capable of accepting and/or retrieving files from Customer's LIMS. Final testing of each instrument interface will need to take place at the Customer site since LabVantage will typically not have access to the third party instrument.

7.7. Reports

LabVantage shall provide Services required to develop the following report in substantial conformance with the FRS utilizing Jasper reports, as third party reporting tools installed in conjunction with Customer's LIMS.

LabVantage shall also provide five (5) days of SQL query development for ABCWUA to use to develop their own reports in Jasper or Cognos.

Reports Development & SQL query writing:

Estimated Person: 20 (Days)

Report Name	Report Description
WQL A2LA Official Report	Official result report

7.8. Database Conversions

Database conversion or data migration is not included in the scope of this project.

Database Conversions:

Estimated Person: n/a (Days)

7.9. End User Training

LabVantage shall provide a two (2) day(s) session intended to train designated Customer end-users on the functionality and use of its LIMS. End-user training manuals are not included. Such training shall be delivered at the Customer site and Customer shall ensure that it has an appropriate classroom style training room available along with (a) desktop or laptop computers that have the appropriate browser software installed that can be connected to the Intranet or Internet accessing Customer's LIMS for each participant, (b) an overhead Projector connected to the presenter's computer, (c) whiteboard and (d) access to the infrastructure (i.e., hardware and systems) supporting the training. Note that on-site training requires a full day of preparation, so the duration of on-site training will be one day less than the below estimate.

End User Training:

Estimated Person: 2 (Days)

8. Acceptance Procedure

When LabVantage provides Customer's LIMS, or a Deliverable, for Acceptance Testing, Customer agrees to promptly test it and notify LabVantage of any substantial non-conformance with the FRS within the period designated in the Project Plan. If LabVantage receives written notice from the Customer Project Manager of such non-conformance within such period, LabVantage shall revise such non-conforming components and associated Acceptance Test by the next iteration in the Project Plan pursuant to these procedures. If LabVantage does not receive such written notice, or if the LIMS is placed into production, the LIMS, or build thereof, shall be deemed accepted.

Failure to review and sign or otherwise address the relevant sign-off documentation within five (5) business days will lead to the automatic assumption that the documentation is approved in order to move forward with the Project Plan.

Signing the relevant documentation will correspond to acceptance of the implementation deliverable. Any changes to the acceptance criteria after the documentation has been approved by Customer will be considered as potential scope change and placed under change control according to the procedures in the Changes to the Project section 9.

Signature authorities and alternates will be identified in the Communication Plan. If the signature authority is unavailable at the time that document approval is required, an alternate signature authority will be made available by Customer in order to ensure the timely review and approval of project documentation.

9. Changes to the Project

9.1. Change Management

The LVS Project Manager will track all issues that arise as a result of Project activity. A list of issues is maintained as they are submitted to the LVS Project Manager. Issues can originate for a particular deliverable or project activity, or can be broad in scope; for example, an issue that affects the Project as a whole.

LabVantage and Customer activities will be executed according to the scope defined in this SOW. All changes to the Project scope will be placed under change control. Adjustments to the Project cost and/or schedule will be made accordingly.

The Change Control Log documents proposed changes to the Project Plan and deliverables list.

All change requests will be submitted to the LVS Project Manager and will undergo review and approval by both Customer and LabVantage prior to their integration into the Project Plan.

If a change request cannot be agreed upon by the Project Managers, refer to Communication, Reporting and Escalation section 6 above.

9.2. Change Management Procedure

The following procedures shall be used to document any requested changes to the Scope of Work or Deliverables as defined in this SOW after it has been approved:

1. The LVS Project Manager or Customer Project Manager shall complete a Change Request Form.
2. The LVS Project Manager shall add the request to the Change Request Log but does not assign an assessment status.

3. The LVS Project Manager and Customer Project Manager shall perform a risk assessment on the Change Request for impact on the Project Plan, cost and level of effort required to execute the change.
4. The Change Request Form is finalized and either approved or denied, in writing, by the LVS Project Manager and Customer Project Manager.
5. The LVS Project Manager shall update the Change Request Log do indicate the assessment status.
6. Each Party shall be responsible for providing a copy of the approved or rejected Change Request Form to its respective notice contact set forth in the Agreement.
7. The LVS Project Manager shall adjust the Project Plan and oversee that appropriate documentation has been changed for approved change.
8. The LVS Project Manager shall notify the LabVantage and Customer teams of any approved or denied Change Requests.

10. Travel Expenses

Travel expenses for LabVantage Professional Services are billed to the customer separately and as they are incurred. Unless specifically stated within our contract with the customer, all travel will be conducted according to standard LabVantage travel practices.

11. On-site Work Schedule

For LabVantage Professional Services members, the standard travel week is a maximum of four days. Additional days during the week are reserved for travel. This travel policy should be honored as often as possible, as it enables our consultants to balance business and personal time.

The expected on-site work schedule of the Project will be for the resources to arrive before midday Monday and leave midday Friday, when on-site work is required.

Work should be completed offsite whenever possible. Offsite activities benefit the Customer by avoiding additional travel expenses. It also gives the consultant more time to work productively on project deliverables by avoiding travel time.

12. Assumptions

The Scope of Work and Deliverables are based on the following assumptions.

- Customer has staffed and deployed a dedicated, capable Project Team to actively participate in this Project, including attending meetings, standardizing business processes, deploying Customer's LIMS, conducting Acceptance Testing and effectively communicating with the LabVantage Project Team.
- Customer has committed a full time Administrator and "Power End User" to the Project Team.
- Customer has developed a comprehensive URS.
- Customer's Project Team has attended all Workshops in the recommended time frames.
- Customer has performed its obligations as set forth in the FRS, Project Plan, or otherwise in this SOW.
- The minimum prerequisite hardware and software and all workstations and instruments have been connected and fully operational for OOB installation, for all subsequent Deliverables and any other third party software provided by Customer as part of the Project Plan.
- All instruments required to be interfaced with OOB are capable of writing ASCII output files to a common network drive accessible by Customer's LIMS or can be connected via an RS232 cable to a

PC, and bi-directional communication instruments are capable of importing data information from Customer's LIMS or Connect Plus.

- Customer has provided LabVantage with representative datasets for OQ testing.
- Customer is responsible for all master data loading.
- All milestone dates are estimates only.
- Any delays caused by Customer that impact Professional Service fees and/or expenses associated with this SOW may result in additional costs.
- Customer's descriptions of needs and specifications for scoping the Project as discussed during the sales process and used by LabVantage to analyze and develop Project requirements and price quotations will not change in any material respect after execution by Customer of the Schedule A to the MSSA for this SOW, except in accordance with Changes to the Project section 9.
- Any milestone dates or person day level of effort included in this SOW are good faith estimates projected by LabVantage and agreed to by Customer based on information concerning the Project known to LabVantage as of the date of this SOW.

13. Glossary

The following table defines the various acronyms used in this document.

Term	Definition
ASCII	American Standard Code for Information Interchange, which is a character-encoding scheme. Originally based on the English alphabet, it encodes 128 specified characters into 7-bit binary integers.
FRS	Functional Requirement Specification
LIMS	Laboratory Information Management System
LVS	LabVantage Solutions
Master data	Static data that is required for the system to operate; for example, pre-defined list values and templates from which test records are created.
MSSA	Master Software and Services Agreement
OOB	Out-of-the-box
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMO	Project Management Office
PQF	Project Quality Framework
PSO	Professional Service Organization
RS232	A standard for serial communication transmission of data. It formally defines the signals connecting between a computer and a peripheral such as an instrument, printer or modem.
SME	Subject Matter Experts
SOW	Statement of Work
URS	User Requirement Specification

14. Exhibit A

Client expectations:

The ABCWUA will be looking to LABVANTAGE to guide in selecting and applying best practice to the use of LABVANTAGE in their environmental labs, as well as in their field reporting, instrument integration, eNotebook utilization, quality data collection, reporting, incorporation of contracted lab data, and the tying together of the results under a single submission for a sample generated collectively by a field tester, an ABCWUA lab and a contracted lab.

ABCWUA's preference is to take advantage of the out-of-the-box solution where possible. Customization would be pursued only to advance best practice in a particular situation, rather than to preserve archaic or ill-advised business processes that have been applied in the past.

Overview and requirements:

The Water Authority generates and manages large amounts of environmental data. Each week, the Water Quality Laboratory (WQL) reports more than 1,500 final results after processing tens of thousands of pieces of quality control data. The Water Process Laboratory (WPL) reports more than a hundred results each week, and hundreds/thousands of field measurements are generated each week within water and wastewater systems. It is a challenge to manage all of these data in a manner that supports efficacious operations in the laboratory, the field, and the office.

For the last decade, the WQL has used SQL*LIMS for data management, however the functionality of the system has been limited to sample login and manual reporting of final results. Data generated by the WPL and field measurements (aka Remote Labs) are manually recorded, with some of the data maintained in spreadsheets. Under the LABVANTAGE LIMS implementation project, the current WQL Laboratory Information Management System (LIMS) and its legacy data will be archived, and a new LABVANTAGE system will be brought online for the management of data generated or used by the Water Quality Laboratory and by the Authority's Remote Labs (including contract labs).

WQL Functional Requirements – Below is a listing of the ABCWUA requirements along with a likely solution option (>>RED)

General

1. Capture and make available the laboratory results dataset currently being imported into Linko (Pre-treatment system)
>> Replaced with a custom view and coordinate with Mark Wallace from ITD
2. Capture and make available the laboratory results dataset currently imported into Hach WIMS (Data Repository)
>> Replaced with a custom view and coordinate with Mark Arellano from ITD
3. Provide real time access to select LIMS data for querying
>> Replaced with a custom view
4. Track the status and workflow of each submission (set of samples received), sample (collected from a given point in time and space), and sample container (individual sample bottles associated with a single sample) throughout the laboratory lifecycle, from submission through reporting, including scheduled logging, receipt, sample preparation (if required), sample analysis, data collection and storage, data review and approval, and result reporting.
>> OOB Functionality, Logging Wizard by Request, Scheduler, Receipt, Manage Sample, Data

- Entry Approve By Sample and configuration of Parameter List as Prep type.
5. Assign a unique sample identifier to each individual sample bottle, while allowing correlation of bottles comprising a single sample, and samples comprising a single submission. Numbering scheme allows assignment and maintenance of parent-child relationships.
 - >> OOB Request Management and Scheduler for each sampling point, i.e. Well in the City (residential or corporation) or at the Waste water plant. Each request can have multiple samples per lab and each sample can have a unique Test Method assigned. Based on the current assessment, the Sample\Test Method\ Parameter List will be 1:1:1.. 160 protocols (sampling points and each defined as a Request Template) with at least 12 samples. Unique Test Method per sample.
 6. Generate a unique bar code for each unique sample identifier for purposes of labeling and tracking.
 - >> Label creation and configuration of the Scan Id field
 7. Be capable of accepting and storing multiple format objects or files associated with an individual sample or with a set of samples from a client or protocol, including pictures, documents, .pdf files, etc.
 - >> Binary attachment on the Sample.
 8. Have security controls to enter the system, to enter data, and to access information. Must include automatic logouts after idle time (as a function of security access level) and periodic mandatory password changes
 - >> Client timeout
 9. Provide an internal chain of custody record to track and document custody and custody transfers of each sample/container from the time of sample receipt through disposal.
 - >> OOB Standard storage functionality will be used. Chain of Custody (COC) with require customization; there needs to be custody with an inanimate object like a refrigerator, customer or external lab. In addition, the site will want to get prompted for information for giving samples to a customer or external lab.
 10. Chain of custody can be printed for each sample container/sample/submission.
 - >> Handled with standard storage functionality.
 11. Provide explicitly authorized clients access to LIMS to assess the status of their samples, by sample identifier, protocol, or user-defined query.
 - >> Configured sample page using Departmental security. The site may also want the option for users to see results and be able to exclude specific data item until the result is complete. This requirement requires additional discussion as there are varying options that are dependent upon ABCWUA's security policies.
 12. Maintain an audit trail of all data manipulation (who made which changes when).
 - >> Standard Auditing functionality.
 13. Provide the ability to record transactions when the system is down, and to automatically upload the recorded data when the system becomes available.
 - >> Procedural issue and IT group shall have the infrastructure in place to minimize downtime. LABVANTAGE does not have a mechanism for this. A manual process will have to be defined. The concern is that all previously schedule samples will get logged.
 14. Provide an archive utility without having to be off-line.
 - >> This is an IT and infrastructure requirement (ie: Hot backup). LABVANTAGE does not have archiving capability.
 15. Include a log for recording analyst communication that can be correlated to a particular batch, a particular sample, or a particular day.
 - >> Standard OOB note fields
 16. Changes to the database record are logged with a prompt for an explanation.
 - >>Standard OOB Auditing functionality with a prompt
 17. Ability to edit data when input in error (with audit trail).
 - >> Customization required for visual indication of a changed result. OOB Config - The site also

- wants a message returned if a result is entered and not with Detection Limits. This can be handled by OOB Parameter Limits. Included in the SOW.
18. Allows authorized users to assign work to analysts
 >> Standard OOB functionality – The ability to assign work to a user or a lab.
 19. Allows authorized users to review unassigned and pending work by test, and by analyst
 >> Page Configuration – Queries.
 20. Allows authorized users to assign work by analyst, test, sample, and priority
 >> Standard OOB functionality - Work assignment and assign priority
 21. Allows authorized users to analyze laboratory operations in support of resource planning, productivity projections, workload distribution, and work scheduling
 >> Page configuration – Add columns and update SDC rule to track the time when certain actions occur. Queries and reports will have to be written to display this information.
 22. Provides role-based security, with user access configurable by laboratory system administrator to no/view/limited/full access
 >> Standard OOB functionality – Roles, department configuration
 23. Laboratory System Administrator able to create/modify/copy users
 >> Standard OOB functionality – Account creation
 24. Laboratory System Administrator able to reset passwords.
 >>Standard OOB functionality - There no way for a general users to reset their own passwords.
 25. Interface targeted WQL and WPL instruments with LABVANTAGE 7
 >> eSubmission and DataFileImport – Interfaces with 3rd party system to allow logging of samples.

Sample Management

26. Able to track sample shipping/receiving
 >>Standard OOB storage functionality. Allow the transfer to refrig and users not enrolled in LIMS. Allows user to enter tracking information.
27. Allows automatic uploading/entry (via iPad) of field-derived sample collection data.
 >>eSubmission and eNotebook. Custom JavaScript need to be portable on both Safari and IE.
28. Allows creation, saving, and recall of sample login groups for routine recurring samples or projects, without programming.
 >>Configuration OR possibly custom– Request to be logged manually or automatically using Scheduler. OOB
29. Allows ad hoc samples to be logged, tracked, and reported
 >>Standard OOB functionality - Create using request management.
30. Allows ad hoc samples to be handled as a one-time login or as an addition to an existing list.
 >> Standard OOB functionality - Create using request management.
31. Allows login of multiple samples as a group, with parameters editable without programming, and allowing modification of each sample or multiple samples for tests, sample comments, or other information all at the same time (without having to login the group, and then modify them later).
 >>Mass update with Fill down and fill across and multi – select. OOB
32. Login generates user configurable labels and worksheets to be printed.
 >> Manual label printing. ABCWUA to provide label definitions. Requires use of Bartender and label configuration.
33. Login either defaults to turn-around-time (TAT) or establishes client-required TAT (for project or for sample(s))
 >> Customization required. Add TAT column on Parameter List and due date will be based on Receipt – No units and should default to Days.
34. Generate worklists by test, either automatically according to logical criteria (hold times, required TAT), or by supervisor override.
 >> Page Configuration - Queries
35. Provide a comprehensive view of status of all samples, projects, and clients in the system.

>> Page Configuration - Queries

36. Provide pre-configured comments for common sample management entries.

>> Page Configuration – Add field with a dropdown list

Analytical and Data

37. Non-narrative text results are stored in searchable fields (e.g., presence, absence)

>> Standard OOB functionality – Result fields configured with dropdown list or lookup.

38. Provide pre-configured comments for common analytical entries.

>> Page Configuration – Add fields with dropdown lists.

39. Analysis test menu: For each analyte- correlate with SOP (sometimes prep+analysis), reference method(s), reporting units, sig fig conventions, calibration requirements, batch QC, and matrix QC. Some tests have single analytes. Some analytes be associated with multiple tests. Some tests have multiple selectable analytes.

>> Page Configuration – Add SOP column with copy down policy configured.

40. Raw data for each analyte must be corrected to report to approved Reporting Limits. As specified in client protocol, results may be reported at <Reporting Limit (RL) but ≥Minimum Detection Limit (MDL) only with qualification.

>> Master Data configuration– Parameter Limits configured per parameter. ABCWUA will be responsible for all master data creation.

41. Ability to enter data by sample, by test (e.g., for all samples in the batch), or for a set of samples. System stores original data entered, regardless of subsequent reporting to different significant figures or reporting limit conventions imposed.

>> Standard OOB functionality - DataEntry pages.

42. Algorithm for reporting must allow reporting to a given unit (e.g., to nearest milligram) or to a specific number of significant figures.

>> Standard OOB functionality - Master Data configuration – Rounding and Sigfigs. Transformation rule or format mask will need to be configured.

43. System must be capable of collecting, storing, and processing calibration and QC data (batch and matrix QC), with logical relationships and specifications as established for each particular test. Specifications must be able to be modified without programming (by laboratory system administrator?)

>> AQC Module will be used with additional configuration and some customization. In SOW.

44. Ability to automatically compute QC performance in accordance with specifications, and to assign data qualifiers as appropriate.

>> Standard OOB functionality – Configure specifications on AQC controls.

45. Analyst comments regarding a batch must be stored/associated with the batch samples.

>> Standard OOB functionality – standard notes field.

46. Data being reported must be capable of automatically including data qualifiers under specified conditions, as well as data qualifiers entered manually.

>> Standard OOB functionality and some customization – Specifications on AQC controls that can be reported.

47. Supports a workflow with designated party review of data prior to reporting, with provision for preliminary reporting without review as established in advance by protocol or as authorized by management (for example, weekend results).

>> Standard OOB functionality with Configuration of the Release\Approve\Review process.

48. Client protocols may specify a group of tests.

>>Page Configuration - Log samples using Request Management and use AQC to enter results via LV Connect.

49. Must handle calculated results. Display calculated values and final result.

>> Standard OOB functionality – Standard supported Calculations: Cross test or within the same Parameter List

50. Must have automated real-time backlog reports, sortable by relevant fields (tests, hold time, client

- project, client turnaround time)
>> Configuration\Custom – Page queries and Jasper report development.
51. The results review and validation process should have access to all QC information about a sample or group of samples
>> Standard OOB functionality with configuration – Review AQC Batch and allow cascade to all the sample tests.
 52. System must provide a means for secure independent review and approval of results prior to client reporting.
>> Standard OOB functionality – AQC Module and standard Review/Release/Approve functionality.
 53. Results validation functionality must allow review of any comments regarding the sample or the relevant tests
>>Page Configuration – Add comments and have them visible during review.
 54. Validation must check each result against its individual user-defined specifications, with both warning and spec limits
>> Standard OOB functionality – Show Out of Spec during the Review process.
 55. Results must be automatically flagged when they exceed user-defined criteria (e.g., matrix control limits exceeded; hold time exceeded)
>>Configuration\Custom – Page queries and Jasper report development.
 56. Authorized users must be able to access the system via the web to review sample status, approved results with data qualifiers, and all associated comments, based on user-selected criteria. SSL certificate acquisition is the requirement of ABCWUA.
>> Standard OOB functionality – Secure access using LDAP or fixed IP for field equipment. ABCWUA will be required to obtain an SSL certificate and LV can assist in installing.
 57. System must maintain an audit trail for changes to data and applicable requirements
>> Standard OOB functionality - Standard Auditing with Configuration
 58. Client reports will be released and electronically transmitted after required batch/project reviews have been completed
>>Standard OOB Functionality with Configuration and some customization for the reports and rules of automatic sending of reports to submitter or customer.
 59. Client reports can be exported through a variety of means, including fax, email, print, and publish to web site; formats may include: RTF, PDF, HTML, DOC, XLS, TXT. This is OOB functionality for Jasper Report. If Cognos reports then this is a ABCWUA responsibility.
>>Report Development – custom with configuration.
 60. Allows production of automated individual and aggregate workload and productivity reports on operational activities
>> Report Development – custom with configuration.

Additional Scoping Study Details

Sample Management Model

During the LABVANTAGE CTEC Conference, WUA staff collaborated with LABVANTAGE staff on developing a model of sample management using the Request SDC. Ultimately, the model hopes to replicate the SQL*LIMS instance object called a Submission.

A Request ID will be assigned to a series of samples collected at a certain time/space for a specific purpose defined in a controlled document called a Protocol. Attributes specified in the Protocol will be added to the Request to identify which protocol under which it was created and request specific details - sampler, collection date, protocol name, sample point location, and sample point location attributes

(physical address). How these attributes are included at the batch level (either actual attributes or an extension of the request SDC) will need to be discussed and reviewed.

An SDC will also be created to track sample point locations with the associated attributes to meet reporting requirements for drinking water samples.

Samples contained within a given request will inherit parameters from the request (sample, collection date) while sample specific parameterization will be identified for each sample (collection time, laboratory, etc.)

Different samples in the request may go to separate laboratories (Water Quality Lab, Water Process Lab, External Lab, etc.) and be analyzed via tests defined specifically for those laboratories. Additionally, any field analyses (pH, DO, conductivity, chlorine residuals, etc.) will be captured as analyses executed by a program (Water Quality, NPDES) field laboratory. Results will be directly entered into tests that fall under WUA laboratories (WQL, WPL, field analyses) while external laboratory data will be uploaded via external files.

Each laboratory will be organized into a LABVANTAGE department where users within a particular department will only see samples assigned to that department. Analysts/laboratory supervisors will only see samples/tests/results within their department. Program level supervisors will need 'view results' and 'log request/sample' access to each department. Program level managers will access data via external reporting service (Cognos). Data analyst will have access to configure tests for their assigned departments and can view requests/samples/tests/results through an external reporting service (Cognos). All Cognos reports will be developed by ABCWUA.

Request templates will be configured to create requests and samples with the associated laboratory specific tests that match protocol specifications. Program level sample management will then take place at the request level identifying which requests are pending/complete and which samples in those pending requests are pending. Laboratory sample management will only concern itself with samples submitted to their location monitoring analyses for hold time/turn around requirements for their respective test methods.

Sample Reports

Below are examples of reports that the Compliance Division has requested:

- Example Program Level Request Management**

This report summarizes by Protocol completed/pending requests, samples, and test for a given date range. Below is a mock-up of an existing report showing the new sample management model. (Page Query/Dashboard)

Pre Treatment and Treatment Plant Sample Summary						
Valid for the following date range 2013-09-27 to 2013-10-03						
Protocol Name	Request Count	Sample Count	Test Count	Completed Requests	Completed Samples	Completed Tests
PR ADHOC 01	10	10	20	10	10	20
PR CNPHEN 02	16	16	32	16	16	32
PR COMPLI 0	42	42	84	42	42	84
PR ESSC 03	12	12	24	12	12	24
PR GNMLF 07	2	2	4	2	2	4
PR OILTPH 01	10	10	20	10	10	20
PR SUBBAS 06	16	16	32	16	16	32

- Example Laboratory Sample/Test Management**

This report identifies by component which results/samples are nearing their hold times and color codes appropriately – green for greater than 15 days, yellow for less than 15 days, red for analyze today, and black for past hold time. Under the new sample management model, the laboratory would track pending tests/methods not individual components. (Page Query/Dashboard)

Short Hold Time Results Report

Online Alkalinity Results (24 hr. Turn Around Time)

SAMPLE_ID	SAMPLE_POINT_ID	COLLECTION_DATE	COLLECTION_TIME	SAMPLER	ANALYTE	STATUS	SAMPLE_TYPE
200381005	TP2.4	Oct 7, 2013		PLT	ALKN	ONLINE	TP TP2.4 06
200381006	TP2.4X	Oct 7, 2013		PLT	ALKN	ONLINE	TP TP2.4 06
200381007	TP2.4Y	Oct 7, 2013		PLT	ALKN	ONLINE	TP TP2.4 06

Online H2SIF6 Results (24 hr. Turn Around Time)

SAMPLE_ID	SAMPLE_POINT_ID	COLLECTION_DATE	COLLECTION_TIME	SAMPLER	ANALYTE	STATUS	SAMPLE_TYPE
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Online Nitrate and Nitrite Results (48 hr. Hold Time)

SAMPLE_ID	SAMPLE_POINT_ID	COLLECTION_DATE	COLLECTION_TIME	SAMPLER	ANALYTE	STATUS	SAMPLE_TYPE
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Online Nitrate + Nitrite Results (28 day Hold Time)

SAMPLE_ID	SAMPLE_POINT_ID	COLLECTION_DATE	COLLECTION_TIME	SAMPLER	ANALYTE	STATUS	SAMPLE_TYPE
200380622	MDCWWEFF	Oct 1, 2013	10:00	JB	NO3-NO2N	ONLINE	JA MDCCOM
200380626	DEWCAKE	Oct 1, 2013	11:05	PLT	NO3+NO2S	ONLINE	SA NITDEW 01

Online Ortho-Phosphate Results (48 hr. Hold Time)

- **Example Online Microbiological Sample**

This report meets the intentions of the 'Short Hold Time Report' however it is specific to a particular test/method. This report is a work around to identify any microbiological samples whose results have not been entered. Again here, this report should be tracking tests/methods not 'sample_type' (i.e. protocol). (Page Query/Dashboard)

Online Water Quality Compliance Microbiological Results

Year	Month	SAMPLE_TYPE	COLLECTION_DATE	SAMPLE_ID	SAMPLE_POINT_ID	STATUS
2013	OCT	WT BACTI COLI 03	Oct 7, 2013	200381038	BT1007	ONLINE
				200381048	BT0072	ONLINE
				200381053	BTWPSGUT	ONLINE
				200381055	BTWPSTOM	ONLINE
				200381052	BTWPSKVA	ONLINE
				200381049	BT0404	ONLINE
				200381040	BT1039	ONLINE
				200381051	BT0902	ONLINE

- **Example Samples Due in the Next 7 Days**

This report tries to capture results pending for more than 14 days to meet the protocol defined general turnaround time of 28 days. All analyses should be performed within 28 days – this report identifies which results are approaching this deadline. (Page Query/Dashboard)

	A	B	C	D	E
1	Samples Due in the Next 7 Days				
2	DUE_DATE	TIMESTAMP	SAMPLE_ID	TEST/METHOD	COMPONENT
3	Oct 8, 2013	Sep 10, 2013	200379126	- Hardnes by ICP-AES	CA by ICP-AES
4					MG by ICP-AES
5	Oct 9, 2013	Sep 11, 2013	200379204	SOP 505 - ICP-AES	AS
6					B
7					BA
8					CA
9					CR
10					CU
11					FE
12					K
13					LSI
14					MG

• Example Analyst Certification

This report tracks analyst 'Demonstration of Competence' certification for particular test methods. 'Proficiency Test' identifies which company lot number of proficiency samples and which sample ID those samples were logged under. (Page Query/Report)

A	B	C	D	E	F	G	H
Laboratory	First Name	Last Name	User Name	Test/Method	Start Time	End Time	Proficiency Test Source
WQL	Annette	E-Chavez	AE-Chavez	SOP 502-05: Cold Vapor Mercury	5/13/2013	5/13/2014	WP0413 200371074
WQL	Annette	E-Chavez	AE-Chavez	SOP 505-06: ICP-OES	5/13/2013	5/13/2014	WP0413 200371074
WQL	Annette	E-Chavez	AE-Chavez	SOP 231-8: Turbidity	7/10/2013	7/10/2014	200375018 phenova lot #RR-11642-13
WQL	Annette	E-Chavez	AE-Chavez	SOP 506-6: ICP-MS	7/17/2013	7/17/2014	WS0713 ICP-MS (renewal) 200375098
WQL	Annette	E-Chavez	AE-Chavez	SOP 205-08: Anions by Ion Chromatography	7/24/2013	7/24/2014	200375973 WP0413 Anions (Initial)
WQL	Veronica	Flores	VFlores	SOP 224-7: Total Chlorine	9/12/2013	9/12/2014	200379287 (Initial)
WQL	Veronica	Flores	VFlores	SOP 203-8: pH	9/12/2013	9/12/2014	200379283 WQL 11916 lot # WCS01125 (Initial)
WQL	Veronica	Flores	VFlores	SOP 237-0: Nitrate as Nitrogen-Spectrophotometry	9/19/2013	9/19/2014	200379870 (DR5000 NO3 DOC initial)
WQL	Veronica	Flores	VFlores	SOP 238-0: Ammonia as Nitrogen-Spectrophotometry	9/19/2013	9/19/2014	200379870 (DR5000 NH3 DOC initial)

• Example Method and MDL List


This report represents the 'shopping list' of methods identified by laboratory showing current detection limits for the creation of protocol and request templates. Note this list is comprehensive for all departments/laboratories within LABVANTAGE. (Page Query)

Laboratory	Current Test/Method	Detection Limit	Units
WQL	SOP 240-0: Esterification Method Hach Method 8196	<0.25	mg/L
WQL	SOP 302-4: Fecal Coliform	<0.26	mg/L
WQL	SOP 304-4: Total Coliform and E-Coli by Colilert	<0.27	mg/L
WQL	SOP 310-1: SIM plate for HPC Unit Dose	<0.28	mg/L
WQL	SOP 502-05: Cold Vapor Mercury	<0.29	mg/L
WQL	SOP 505-06: ICP-OES	<0.30	mg/L
WQL	SOP 506-6: ICP-MS	<0.31	mg/L
WPL	SOP 100-1: Alkalinity	<5	mg/L
NPDES Field Analyses	SOP 100-1: Field DO	<2	mg/L
External Laboratory	Hall Environmental: EPA 1660 FOG	<120	mg/L

• Official Client Report

The WQL is an A2LA accredited laboratory capable to producing certified results. A2LA requires specific text to be included in a certified result. Attached is a copy of a result report with edits to move the report into the request based sample management model. Reports similar to this (while not for accredited results) may be necessary for other laboratory/departments within LABVANTAGE. (Report)

Page 1 of 5



Client Report
 Water Quality Laboratory
 4201 2nd Street SW
 Albuquerque, NM 87105 (505) 873-6955

Report Date: 07-Oct-2013 04:12 pm **Request ID:** 101471122

Request
Sample Log Number: 200365697 **Logged Date/Time:** 05-Feb-2013 11:56 am
Sample Point ID: WDCOL25B **Sample Type:** WATER
Protocol: WT DIST 10

Request
Comments:
 WWUNA FEBRUARY 11 2013 TDS SAMPLE ANALYZED BY HALL ENVIRONMENTAL LABORATORY.

Request
Sample Attributes:
 COLLECTION DATE 02/05/2013
 COLLECTION TIME 09:30
 FCL2INST
 FLD CL2\$ 1.17
 FLD DO\$\$ 11

Separate Test/Laboratory

Batch/Sample Costs

Right now, the WQL does not track batch details within SQL*LIMS. Laboratory operations need reporting features that will report samples per batch by test/method type. Eventually, these metrics would be used to establish sample cost. (COGNOS/Data Repository)

A	B	C
Test/Method	AQC Batch ID	Number of Samples
SOP 214-03: Ammonia by ISE	B000001	3
	B000002	3
	B000003	2
	B000004	4
Average Batch Size		3
SOP 213-03: Fluoride by ISE	B000005	3
	B000006	3
	B000007	2
	B000008	4
Average Batch Size		3
SOP 236-03: Ammonia by DR4000	B000009	3
	B000010	3
	B000011	2
	B000012	4
Average Batch Size		3

Control Charts

As a part of the consultations during CTEC, the AQC (Analytical Quality Control) control chart functionality was demonstrated and would meet the Division's requirements. How does this work with North West Analytics Quality Analyst? (NWA QA)

SDWIS Drinking Water Upload Report

The SDWIS upload report is a data interface for microbiological drinking water samples the laboratory analyzes for the State of New Mexico. The State of New Mexico provided a definition for interfacing the WQL's LIMS data to the EPA SDWIS database. Many of the fields necessary to complete this report (sampler's name, certification number, etc.) may be stored as attributes/Request SDC at the Request level. (COGNOS/Data Repository)

```

File Edit Format View Help
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```

NMED Monthly Address Report

This report provides a human readable format of the SDWIS upload report to NMED referencing more information. (COGNOS/Data Repository)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
SAMPLE_ID	COLLECTION_DATE	COLLECTION_TIME	USER_SAMPLEID	ADDRESS	SAMPLER	New Mexico Sample ID #	FLD_CL2	FLD_TCL2	METHOD	TEST REASON	STATUS	RESULT	ANALYST	ANALYSIS DATE
200323845	05-JUL-11	09:24	BT0878	2630 FUJANTORO RD SW	Jerry Quintana	0919			SM9223B	ROUTINE				
200323846	05-JUL-11	09:54	BT0438	2906 DESERT GARDENLA SW	Jerry Quintana	0919			SM9223B	ROUTINE				
200323847	05-JUL-11	10:05	BT0649	4275 ISLET BLVD SW	Jerry Quintana	0919			SM9223B	ROUTINE				
200323848	05-JUL-11	10:19	BT0495	3201 ISLETA BLVD SW	Jerry Quintana	0919			SM9223B	ROUTINE				
200323849	05-JUL-11	10:37	BT0095	4201 2ND ST SW	Jerry Quintana	0919			SM9223B	ROUTINE				
200323850	05-JUL-11	10:53	BT0784	3610 PRINCE ST SE	Jerry Quintana	0919			SM9223B	ROUTINE				
200323851	05-JUL-11	11:17	BT0825	2701 KARSTEN CT SE	Jerry Quintana	0919			SM9223B	ROUTINE				
200323852	05-JUL-11	11:35	BT0097	107 HOSHORN AVE SE	Jerry Quintana	0919			SM9223B	ROUTINE				
200323853	05-JUL-11	12:51	BT0629	306 LAGUNITAS LN SW	Jerry Quintana	0919			SM9223B	ROUTINE				
200323854	05-JUL-11	14:11	BT0631	539 ZARTMAN RD SW	Jerry Quintana	0919			SM9223B	ROUTINE				
200323855	05-JUL-11	10:45	BT0540	12041 BEX AVE NE	Pete English	0022			SM9223B	ROUTINE				
200323856	05-JUL-11	11:03	BT0826	13276 MIDDANCE PL NE	Pete English	0022			SM9223B	ROUTINE				

- Weekly Productivity Report**

The reports weekly productivity defined as results reported per hour worked. The cross-tab report shows analyst initials across the top row and individual components along the left side. The report is interfaced with WUA timekeeping software to create the metric of results entered per hour worked. Additionally, with a cost for each analyte defined, a total value generated per hour can be calculated.

The Compliance Division needs to move away from tracking individual results as the measure of value and productivity and move to monitoring tests/method. An adaptation of this report to the new model would indicate test/method on the left with analysts across the top summarizing which tests/methods were completed for the week. (COGNOS/Data Repository)

Productivity Count from 09/28/2013 to 10/04/2013

TYPE	Total Number of Results	Count of Results > 28 Days	Count of Results <= 28 Days	Percentage Late
Chem	726	0	726	0
Metals	445	0	445	0
Micro	255	0	255	0

RESULT	WWUAEC	WWUAMM	WWUCLL	WWUJCG	WWUJDR	WWUJXJ	WWUKRL	WWULDG	WWUVXF	Total
AG	24									24
AG DISS			9							9
AL			24							24
AL DISS			1							1
ALKN		7		2		43				52
AMEOB		3					7			10
AMON	4			1	13			1		19

- Monthly Productivity Report**

In addition to a weekly productivity report, a monthly report summarizing late (> 28 Days) results, results entered per hour, and cost per hour year over year is produced. Again, the Division hopes to move away from individual result reporting metrics and use tests/methods. The results are categorized by section (chemistry, microbiology, and metals) where each section could be tied to a test/method using a category. (COGNOS/Data Repository)

Timeliness of WQL Results

	Total Results for Sep 2013	# Late for Sep 2013	Percentage Late	Total Results for Sep 2012	# Late for Sep 2012	Percentage Late
Chem	3,441	6	0.2	2,509	0	0
Metals	1,629	33	2	1,850	18	1
Micro	1,079	0	0	419	0	0
Summary	6,149	39	0.6	4,778	18	0.4

Productivity:

Productivity	Sep 2013	Sep 2012	Percentage Change
Results Reported	6,149	4,778	28.7
Results Reported/ Productive Hour	7.92	6.66	18.9
\$ Value of Results Reported	\$86,752	\$70,857	22.4

eForm Requirements

- Sample Submission Form – As a part of our request-based sample management model, personnel in the field will be required to complete sample submission forms to each of the laboratories for which samples are submitted under a single request. For the Water Quality Laboratory (WQL) and the Water Process Laboratory (WPL), these forms can be exclusively electronic utilizing e-signature and the 'CofC' module to track custody. Additionally, forms that match the specifications of the more frequent external laboratories including Scientific Laboratory Division (SLD) and Hall Environmental need to be created. These forms would pull relevant information from the application as well as allow information for certain samples to be entered. These forms can then be printed for sample submission.
- Bench-sheet E-Form – After discussion with appropriate laboratory staff, the Compliance Division has decided to utilize the standard data entry screens and AQC batch data entry for collecting analytical data. However, the Division would also like to explore the possibility of using electronic forms for future development of the LABVANTAGE application. Attached with this documentation are two bench forms which prototype many other bench-sheets used within the Water Quality Laboratory. Electronic versions of these forms will facilitate future development of the application utilizing in-house resources.
CLS>> How are results going to be entered by the field? I was under the impression that the site wanted an Notebook form that they could use to enter results, i.e. pH collected directly from the well. See above and attached document for example.

Auditing Requirements

- Master Data – Alteration of Master Data within LABVANTAGE should be the exclusive domain of Compliance Division Data Analysts and the System Analyst. Tracking changes that affect request and sample templates as well as tests, parameter lists, parameters, and units will be required. While specific e-signature requirements are not necessary for changes to master data, knowing who and when such changes occurred is required.
- Request/Sample Information – Auditing of any metadata associated with a request (sample point location, collection date/time, sampler, submitter, submission date/time) should require an e-signature to execute such changes and who/when these changes occurred should be documented.
- Analytical Data – Analytical data captured through the complex/simple instrument connections or through direct data entry should record who/when data was entered and track any changes to those results through reanalysis or retesting requiring e-signature for release of results.

E-Signature Requirements – in addition to the auditing requirements outlined above,

- Custody Tracking – The WQL (and possibly the WPL) have requirements to track the location of certain regulatory compliance samples from collection to disposal. Current business processes manually track, on a sample submission form, signatures from each custodian (sample receiving staff and the sample submitter) upon submission and finally transferring custody to an analyst or sample storage location (i.e. refrigerator). Not all samples received within the laboratories require such custody tracking. Utilizing e-signature to track custody of the sample would eliminate the use of paper based custody exchange. Per conversation with LABVANTAGE project manager (PM) Corrie Scott, the best solution would be to use the 'CofC' functionality in lieu of the 'track items' module.
- Result Release and Tiered Approval – For those samples requiring tiered review (supervisor/manager/program manager), utilizing e-signature to confirm review is required. As in the case of custody tracking, different samples, depending on their sampling purpose, will

- require tiered approval (regulatory compliance) while others (process monitoring) will not.
- Final Reporting – An e-signature solution for final reporting would allow the laboratories to publish electronic results to customers and clients an A2LA compliant results report. The objective with this type of reporting is to allow the customers/clients the opportunity of utilizing their data electronically (via spreadsheet or data analysis tool) while maintaining traceability to a final authorization and release of this electronic document.
 CLS >> Can you explain this more? Is this the sample report you sent me earlier? In addition, how are the clients utilizing the data? Will you be using your own tools to extract the data or ours, i.e. NWA and charting? This is an attempt to provide “official” results electronically as a PDF and Excel output. I’m not too sure (and we are hoping to rely on your experience) how data can be official, electronic, and not require a handwritten signature. This is all speculative – but the idea being that we can create a final report that is traceable to the approvals made by management and supervisors without requiring a signature.

Queries

- Request Query for Sample Receipt – The sample receipt process under development would allow sample receipt staff to scan a request ID from a container label which would then query up all of the samples associated with the request for receipt. This sample list would be filtered to those samples due to the laboratory which the samples are submitted (to be filtered using security configuration defined by LABVANTAGE PM). This would facilitate identification of which samples are submitted and receipt of those samples.
- Query Showing Tests Not Yet Analyzed by Test and Assignment for Received Samples – This query would be filtered by test name showing which analyses are received and pending, sorted by hold-time/turn-around requirements defined at the test level. This would facilitate laboratory analyst planning and ensuring compliance with test hold time limits.
 CLS >> Where is the hold-time/turnaround time defined, TM or Parameter List and when is it based on, i.e. Lab Receipt? It should be defined at the test method and be based on the collection time.
- Query Showing Samples Not Received but Scheduled to be Collected – This query would show a samples for a particular laboratory scheduled to be collected during a certain time frame as entered by a user but not yet received. This would facilitate laboratory capacity planning and enable the laboratory to plan for consumables, analyst time, external laboratory availability, etc.
 CLS>> How are the sample scheduled to be collected during a certain time frame defined? The user would provide through a prompt a date range.
- Query Showing which Samples are Incomplete – This query would show samples requiring multiple tests where one test is complete, but other tests to be conducted from the sample container are incomplete.
- Query Showing Tests\AQC Batches Assigned to an Analyst – this query would enable analysts to identify which tests they are required to complete for a given day.
 CLS> Is this query looking at the turnaround time to determine what needs to be completed for a given day? Yes.
- Query Showing which Samples are Ready to be Disposed – this query would show which samples have all tests complete and all tiered reviews complete and are ready for disposal.
- Query Showing Request Status i.e. which Samples and Tests are Not Complete for an Input Request ID– this query would show at the request level, which associated samples and tests are not complete.

CLS>> In regards to QC batches.. How are you handling remeasure for tests associated with a AQC Batch.. The system currently doesn't associated the remeasure with the AQC batch.. Meaning if you perform a remeasure on a Parameter List using the AQC Data Entry page, the remeasure will not be visible in the AQC Data Entry page. The user will have to use the standard Data Entry pages. In addition, will you want the ability to disassociate the datasets from a AQC batch and assign to a different AQC batch?

JDJ>> We encountered this issue when demonstrating the AQC batches to the Water Process Laboratory. Our current process requires a fixed number of analyses between continuing calibration verification QC samples – including any retests. If we retest a sample, we will need to modify the ACQ batch to move the verification standard. For example:

Old QC Batch:

- Initial Standard
- Unknown 1
- Unknown 2
- Unknown 3
- Calibration Verification
- Unknown 4...

New QC Batch with Retested Unknown 2:

- Initial Standard
- Unknown 1
- Unknown 2
- Unknown 2 Retest
- Calibration Verification
- Unknown 3
- Unknown 4...

So, is there a way to retest a sample and have it added to the same AQC batch? You ask about being able to dissociate a dataset from an AQC batch. We could accommodate limitations of adding retests of a single sample to an AQC batch by moving that sample/retest to a new AQC batch. But, how does the difference between a retest and a remeasure affect how we can update AQC batches?

TRS>> A Retest (DataSet Instance) can be added to the same QC Batch and the position can be manually moved as required to achieve the desired result shown below. Samples are bound to a QCBatch based on the DataSet so it's possible to have 2 DataSets on the same sample bound to the same QC Batch.

AQC Batch:

WQL Batch QC

A “batch” is a set of samples (as few as a single sample) that is processed as a unit, under the same conditions, using the same reagents and reference materials, by the same analyst, and at approximately the same time (that is, in an uninterrupted sequence, since multiple samples can't actually be processed at exactly the same time using the same equipment). During the course of analytical processing, batches are established at different points in the analytical process (e.g., preparation batches, analytical batches), to accomplish different analytical steps, and the number and composition of batches is subject to change.

Analytical Batch

Analytical batches are comprised of unknown samples from a variety of clients that were received under a variety of protocols (what has been known in LIMS as Sample Plans). The common factor for an analytical batch is that all the samples need results for the same parameter(s) determined by the same reference method(s).

Some analytical methods are processed using only analytical batches. For these methods, there isn't a separate preliminary preparative process that occurs before the samples are tested. For these methods,

a set of samples is identified for the analytical batch, and those samples are carried through the entire analytical process as a unit. Examples would include: anions by IC (SM4110B, SOP 205), Total Dissolved Solids (SM2540C, SOP 225), Ammonia by ISE (SM 4500 NH₃, SOP 213).

For these methods, an analytical batch may include:

Calibrators: solutions at a series of known concentration that are used to prepare a calibration curve

Batch Quality Control samples: prepared solutions at known concentrations that are used to evaluate the performance of the batch. In general, batch QC samples MUST pass specific criteria, or the batch is considered unacceptable, and the results can't be reported. The general examples include:

- ICV Initial Calibration Verification
- CCV Continuing Calibration Verification
- CCB Continuing Calibration Blank
- LRB Laboratory Reagent Blank
- LCS Laboratory Control Sample
- LCSD Laboratory Control Sample Duplicate

Matrix Quality Control samples: prepared using an unknown sample matrix (contrast with batch QC samples, which are prepared using reagent water). These QC samples are used to evaluate the impact of the sample matrix on results. If a matrix QC result is outside specified criteria (either a fixed value, or a statistically derived range), the results for the batch are still reported, but the results are qualified as potentially subject to a matrix effect. General examples include:

- MS Matrix Spike
- MSD Matrix Spike Duplicate
- D Duplicate

In general, an analytical batch is structured by running the calibrators first. Calibration is followed by an opening round of QC which is used to determine the acceptability of the calibration curve, and the performance of the method. The set of opening QC would typically include some or all of the following: ICV, CCV, CCB, LCS, LCSD, LRB. If any one of these samples fails to meet specified criteria, the analysis should not proceed, and the results can't be reported. (There are a couple of methods that give a Mulligan or do-over for meeting CCV criteria; and some have different criterion for the first time a CCV is tested). If the opening QC passes, the unknown samples are tested. During the testing of unknowns, the matrix QC samples (MS, MSD, D) are included. During testing of unknowns, a batch QC sample (CCV, CCB) may be required periodically. At the end of the testing sequence, a closing set of QC samples (typically, CCV, CCB) may be required.

During the course of testing, if an analytical result for an unknown sample is higher than the highest calibration standard, a quantitatively diluted aliquot of the sample should be re-tested to obtain a discrete result that is within the linear range of the method. For some instrumental methods, these dilutions can be performed by the autosampler. For benchtop methods, these dilutions are manually prepared by the analyst, then added to the end of the analytical batch. The reported results must be corrected for the dilution.

Some methods must be calibrated daily, immediately prior to the analytical batch. Other methods may use a given calibration for days or weeks, as long as the method QC results are within control.

Preparation Batch

Some analytical methods (e.g., ICP, GFAA, ICP-MS) require preparation prior to analysis, and the preparation batch does not necessarily have a 1:1 correspondence to the analytical batch. A given analytical batch may include samples from multiple preparation batches. A given preparation batch may be split between multiple analytical batches. Some methods have the option for analysis of a sample batch from which the samples were prepared using different preparation methods.

Each preparation batch must include a set of reference method and SOP-prescribed Method and Matrix QC samples (which may include: LCS, LCSD, LRB, MS, MSD, D).

For example, a single ICP analytical batch may include samples with NTU<1 that were prepared by acid treatment (SOP 507), and samples with NTU>1 that were prepared by thermal digestion with acid (SOP 508). Each preparation batch will have its own set of QC samples (e.g., LCS, LRB, MS, MSD) that will be used to determine the performance of the method (preparation + analysis) and the matrix (only for the samples in the preparation batch, not for all the samples in the analytical batch). Example: if the LCS for the acid treatment prep batch passes, and the LCS for the thermal digestion prep batch fails, then results can be reported for the samples that were in the acid treatment batch, but results can't be reported for any of the samples from the thermal digestion preparation batch.

The LIMS needs to be able to collect, logically associate, and report method QC and matrix QC results. In general, this means the ability to report actual values (e.g., concentration of a parameter quantified in a QC sample) and to report computed values (e.g., actual as a percentage of theoretical) in relation to the acceptance range (either explicitly stated as a discrete value, or a range of acceptable values that is either set or statistically determined) for that parameter and that reference method. Each QC result must be reported with and trackable to its associated unknown samples (i.e., linked by batches).

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

LABVANTAGE Solutions, Inc., is an innovative provider of enterprise laboratory informatics software, headquartered in the US, with offices around the world. These solutions automate workflows, facilitate decision support, and enhance compliance within research, development, and manufacturing operations across multiple industries. We offer Software, IT Professional Services, Training plus Maintenance and Support for our LABVANTAGE product under the following Special Item Numbers:

- Special Item No. 132-33 Perpetual Software Licenses
- Special Item No. 132-34 Maintenance of Software as a Service
- Special Item No. 132-50 Training Courses
- Special Item No. 132-51 Information Technology Professional Services

LABVANTAGE Solutions Inc. does not offer any of the following under Special Item Number 132-8.

- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Installation (FPDS Code N070) for Equipment Offered
- Deinstallation (FPDS N070 and N058)
- Reinstallation (FPDS N070 and N058)

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

LABVANTAGE Solutions Inc. does not offer any of the following under Special Item Number 132-9.

- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Installation (FPDS Code N070) for Equipment Offered
- Deinstallation (FPDS N070 and N058)
- Reinstallation (FPDS N070 and N058)

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-9 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

LABVANTAGE Solutions Inc. offers the following:

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

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.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Communications Software

Microcomputers

Application 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 <http://www.core.gov>.

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

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.

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

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

FPDS Code D306 IT Systems Analysis Services

FPDS Code D308 Programming Services

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.

LABVANTAGE Solutions Inc.

265 Davidson Avenue, Suite 220

Somerset, NJ 08873

908-707-4100

www.LABVANTAGE.com

Contract Number: **GS-35F-0139U**

Period Covered by Contract: **December 12, 2012 through December 11, 2017**

General Services Administration
Federal Acquisition Service

Pricelist current through Modification **#12**, dated _____.

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![™] on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage![™] and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

LABVANTAGE Solutions Inc.

265 Davidson Avenue, Suite 220

Somerset, NJ 08873

Phone: (888) 346-5467; Fax: (732) 560-0121

www.labvantage.com

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:

US Toll Free: (888) 346-5467

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: 79-327-5504
- Block 30: Type of Contractor: B. Other Small Business
- Block 31: Woman-Owned Small Business - No
- Block 37: Contractor's Taxpayer Identification Number (TIN): 13-3733484
- Block 40: Veteran Owned Small Business (VOSB): No

- 4a. CAGE Code: 1G6S5
- 4b. Contractor has 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)
132-33	3 Days
132-34	3 Days
132-50	** Days
132-51	** Days

**** Delivery to be negotiated between Ordering Activity and Contractor**

- 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.

**** Expected Delivery to be negotiated between Ordering Activity and Contractor**

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: **None**
- d. Other Special Discounts **Government Education Institutions are offered the same discounts 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:

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:

Yes **X**_

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.LABVANTAGE.com

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

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

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

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

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

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES 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.

LABVANTAGE Solutions, Inc.'s Standard Commercial Warranty: For a period of ninety (90) days following the Effective Date, LABVANTAGE warrants that the shipped version of the Software shall substantially comply with the specifications in its documentation under normal use on the minimum configuration, provided that there are no modifications or other changes to the Software not made or authorized in writing by LABVANTAGE. Upon notice of a defect during such period, LABVANTAGE shall, at LABVANTAGE's expense and as Customer's sole remedy, use commercially reasonable efforts to correct or replace the defective Software.

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

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

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **877-477-5467** and email address support@labvantage.com for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8am to 8am EST.**

5. SOFTWARE MAINTENANCE

For 15% of the Software cost - Annual Maintenance & Support Services beginning after expiration of the 90 day warranty period and ending one (1) year thereafter. Software Maintenance & Support includes access to Patches, Interim Releases, Major Releases, Updates and Supporting Documentation as made available.

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

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. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

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

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

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

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to **NOT APPLICABLE** % 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 **NOT APPLICABLE** months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

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

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

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
 - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

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

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

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING

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

**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.

NONE

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

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/IAM 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

LABVANTAGE offers the following consulting services under SIN 132-51:

1). LabVantage IT Centric Consulting Services - Professional Services for on-site Project Manager and/or Business Analyst. This is a daily rate and one (1) day equals 8 hours.

Rate: \$1309.75

2). LabVantage IT Centric Consulting Services - Professional Services for on-site Developer. This is a daily rate and one (1) day equals 8 hours.

Rate: \$1259.38

3). LabVantage IT Centric Consulting Services - Professional Services for off-site Report Writer. This is a daily rate and one (1) day equals 8 hours.

Rate: \$1007.50

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

PREAMBLE

LABVANTAGE Solutions 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 **MaryAnn Cook, Manager, Global Sales Support, (P) 908-333-0114, mcook@labvantage.com, (F) 732-560-0121.**

**(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.

TRAINING COURSE DESCRIPTIONS

INTRO. 110 - INTRODUCTION TO LABVANTAGE COURSE

- 1) **INTRO. 110 - Introduction to LABVANTAGE Course** -- This 3 day course (with optional certification exam) will introduce the student to the components of LABVANTAGE and allow them to work in the 'Out of the Box' version of the Software. It will provide the foundation as the entry level for all certification levels. Topics include starting, closing, and verifying components of LABVANTAGE including Jaguar, LVX, the browser, LABVANTAGE and the Console. Familiarity within each of these areas, including navigation, terminology and their interrelationships. The student will learn the LABVANTAGE database structure in terms of its tables, columns, rows and links and will be able to use LABVANTAGE's core product with its 'Out of the Box' features. Students taking this course do not need to have any previous knowledge of a programming language or database experience. Price is per person at LABVANTAGE's local training facility site. All training materials will be provided during the training.
- 2) Length and Type of Course: 3 days
- 3) Prerequisites: None. Students taking this course do not need to have any previous knowledge of a programming language or database experience.
- 4) Minimum/Maximum Number of Students: 6/12
- 5) Class Schedule and Location: LabVantage Training Facility
- 6) Materials Necessary: Inclusive
- 7) Price per Course: \$2052.28 Per Student

INTRO. 120 - BASIC LABVANTAGE ADMINISTRATION COURSE

- 1) **INTRO. 120 - Basic LABVANTAGE Administration Course** - This three (3) day course (with optional certification exam) will introduce the fundamental administrative issues involved in developing, implementing and maintaining the 'Out of the box' Software. This course is primarily designed for those who will be involved with developing and/or maintaining the Software. Topics to be covered include: Adding Users and Roles, Creating and Extending LABVANTAGE Data Collection's (SDC), Creating Approval Types, Detection and Specification Limits, Workitems, Creating Parameters and Parameter Lists, Modifying the Site Map, Creating and modifying Maintenance and List Pages and adding them to the site map, adding actions and Javascript to buttons, creating queries and adding search criteria to pages. Students taking this course should have completed the "Introduction to LABVANTAGE" course or have prior database experience. Price is per person at LABVANTAGE's local training facility. All training materials will be provided during training.
- 2) Length and Type of Course: 3 days
- 3) Prerequisites: INTRO 110 - Intro to LABVANTAGE Course
- 4) Minimum/Maximum Number of Students: 6/12
- 5) Class Schedule and Location: LabVantage Training Facility
- 6) Materials Necessary: Inclusive
- 7) Price per Course: \$2392.81 Per Student

ADV 210 – ADVANCED LABVANTAGE COURSE

1) This three (3) day course (with optional certification exam) will introduce the LABVANTAGE Developer to some of the more advanced configuration options available within LABVANTAGE's Web Page Designer. This course will require writing bits of JSP code, as well as making some javascript modifications. Some of the topics included are; creating a simple custom page type, creating a custom layout, configuring dynamic lookup pages, configuring the detailmaint element and linkedsdimaint element, as well as using database nested selects. Students taking this course are required to have successfully completed the Basic LABVANTAGE Admin class prior to registering for this course. LABVANTAGE configuration experience and prior programming knowledge are suggested. Price is per person at LABVANTAGE's local training facility. All training materials will be provided during training. e: 3 days

- 2) Length and Type of Course: 3 days
- 3) Prerequisites: INTRO 120 - Basic LABVANTAGE Admin
- 4) Minimum/Maximum Number of Students: 3/6
- 5) Class Schedule and Location: LabVantage Training Facility
- 6) Materials Necessary: Inclusive
- 7) Price per Course: \$2392.81 Per Student

LABOR CATEGORY DESCRIPTIONS

Job Title: Project Manager

Project Manager Functional Responsibility / Objective:

Serving as primary liaison, between the company and multiple concurrent customer projects having primary responsibility for all project management tasks. This role will also encompass developing, managing, and communicating detailed project plans to ensure that tasks are completed on time, within budget, and meet or exceed specifications. Includes the day-to-day project communication with clients and project team members, develop and maintain positive working relationships with clients and manage project-related expectations. This includes project issues, concerns, deliverable and completion estimates, meeting agendas, invoicing, reports and any documentation necessary for the project.

Education: Bachelors degree in Business, Project Management, Management Information Systems, Computer Science, or related area.

Experience: 3-5 years of experience interfacing with customers in a project management role, 2-3 years of IT project management experience.

Job Title: Business Analyst

Business Analyst Functional Responsibility / Objective:

Interface with customers to understand user business processes and gather their functional requirements needed to configure and customize Laboratory Information Management Systems (LIMS). Document system processes and procedures for customer requirements and functionality needs. Working either independently or with other members of the Professional Services team, to analyze and resolve technical project issues, surrounding functional and design requirements.

Education: Minimum Bachelors degree.

Experience: 3-5 years of experience interfacing with customers in a consulting environment and 2-3 years of experience in performing business analysis and/or process re-engineering

Job Title: Applications Programmer

Applications Programmer Functional Responsibility / Objective:

As a key member of a project team the Application Programmer will use their technical abilities to help implement a solution to meet the customer's business needs. The Applications Programmer will be responsible for all programming and testing activity involved in implementing a Laboratory Information Management System (LIMS) starting with a base product (Sapphire LIMS). Utilization of key skills such as Java based programming, web-development, database knowledge, solution designing and teamwork will all be required to insure success on customer projects.

Education: Minimum of a BS in Computer Science.

Experience: 3-5 years experience creating Java-driven web Applications.

SIN	MFR	Product Number	Product Description	Commercial Price	Warranty	COO
132-33	LabVantage	1000-300-1100	LABVANTAGE Named, Production Environment Full User License - provides role-based browser access to the Software for the quantity of users by individual name in a single application server production environment. Includes Test and Development environments plus LABVANTAGE Web Studio Designer Standard Edition -- for a bundle of ten (10) 'developer' users at any given time to modify and edit pre- configured pages in the Software; JNetDirect JSQL; Sybase EA Server Advanced Edition; Jasper Reports Engine and the iReports Designer (subject to GNU license); and Jfree.org JFreeChart (subject to GNU license).	\$3,853.69	90 Days	US
132-33	LabVantage	1010-300-1100	LABVANTAGE Named, Production Environment Virtual User License - provides role-based browser access to the Software for the quantity of users by individual name to conduct sample submission, tracking and view only reporting of information in a single application server production environment. Includes Test and Development environments plus LABVANTAGE Web Studio Designer Standard Edition -- for a bundle of ten (10) 'developer' users at any given time to modify and edit pre- configured pages in the Software; JNetDirect JSQL; Sybase EA Server Advanced Edition; Jasper Reports Engine and the iReports Designer (subject to GNU license); and Jfree.org JFreeChart (subject to GNU license).	\$1,284.56	90 Days	US
132-33	LabVantage	1020-300-1100	LABVANTAGE Concurrent, Production Environment Full User License - provides role-based browser access to the Software for the quantity of users at any given time in a single application server production environment. Includes Test and Development environments plus LABVANTAGE Web Studio Designer Standard Edition -- for a bundle of ten (10) 'developer' users at any given time to modify and edit pre- configured pages in the Software; JNetDirect JSQL; Sybase EA Server Advanced Edition; Jasper Reports Engine and the iReports Designer (subject to GNU license); and Jfree.org JFreeChart (subject to GNU license).	\$7,707.38	90 Days	US
132-33	LabVantage	1030-300-1100	LABVANTAGE Concurrent, Production Environment Virtual User License - provides role-based browser access to the Software for the quantity of users at any given time to conduct sample submission, tracking and view only reporting of information in a single application server production environment. Includes Test and Development environments plus LABVANTAGE Web Studio Designer Standard Edition -- for a bundle of ten (10) 'developer' users at any given time to modify and edit pre- configured pages in the Software; JNetDirect JSQL; Sybase EA Server Advanced Edition; Jasper Reports Engine and the iReports Designer (subject to GNU license); and Jfree.org JFreeChart (subject to GNU license).	\$2,569.13	90 Days	US
132-33	LabVantage	1005-300-1100	LABVANTAGE Named Biobanking, Full User License - provides role-based browser access to the Software for the quantity of users by individual name in a production, test and development environment. . Includes BioBanking	\$5,138.25	90 Days	US
132-33	LabVantage	1025-300-1100	LABVANTAGE Concurrent, BioBanking Full User License - provides role-based browser access to the Software for the quantity of users at any given time in a production, test and development environment. Includes BioBanking capabilities	\$10,276.50	90 Days	US
132-33	LabVantage	1035-300-1100	LABVANTAGE Concurrent, BioBanking Virtual User License - provides role-based browser access to the Software for the quantity of users at any given time to conduct sample submission, tracking and view only reporting of information in a production, test and development environment. Includes BioBanking	\$3,425.50	90 Days	US
132-33	LabVantage	1060-300-1100	LABVANTAGE Named, Advanced Storage and Logistics (ASL) Full User License - provides role-based browser access to the Software for the quantity of users by individual name in a production, test and development environment. Includes ASL capabilities.	\$4,281.50	90 Days	US
132-33	LabVantage	1065-300-1100	LABVANTAGE Concurrent, Advanced Storage and Logistics (ASL) Full User License - provides role-based browser access to the Software for the quantity of users at any given time in a production, test and development environment. Includes ASL	\$8,563.75	90 Days	US
132-33	LabVantage	1152-300-1100	LABVANTAGE Web Designer Professional Module - Incremental User Edition -- for two (2) 'developer' users at any given time, enables them to create new configured pages in the Software in addition to the functionality of the	\$4,281.50	90 Days	US
132-33	LabVantage	1060-300-1100	LABVANTAGE Web Studio Designer Professional Edition -- for each bundle of ten (10) 'developer' users at any given time, enables them to create new configured pages in the Software in addition to the functionality of the Standard Edition.	\$17,127.50	90 Days	US
Maintenance & Support Services						
132-34	LabVantage	3000-300-3100	First Annual Support & Maintenance Services beginning after expiration of the 90 day warranty period and ending one (1) year thereafter.	15% of GSA discounted net software cost		

SIN	MFR	Product Number	Product Description	Commercial Price	Warranty	COO
Training Services						
132-50	LabVantage	2010-300-2100	<p>INTRO. 110 - Introduction to LABVANTAGE Course -- This 3 day course (with optional certification exam) will introduce the student to the components of LABVANTAGE and allow them to work in the 'Out of the Box' version of the Software. It will provide the foundation as the entry level for all certification levels. Topics include starting, closing, and verifying components of LABVANTAGE including Jaguar, LVX, the browser, LABVANTAGE and the Console. Familiarity within each of these areas, including navigation, terminology and their interrelationships. The student will learn the LABVANTAGE database structure in terms of its tables, columns, rows and links and will be able to use LABVANTAGEs core product with its 'Out of the Box' features. Students taking this course do not need to have any previous knowledge of a programming language or database experience. Price is per person at LabVantage's local training facility site. All training materials will be provided during the training. This course can be provided onsite for a minimum of five (5) persons. Travel expenses and one-day of set-up fees are not included, and will be billed separately at actual cost.</p>	\$2,052.28		US
132-50	LabVantage	2010-300-2100	<p>INTRO. 120 - Basic LABVANTAGE Administration Course - This three (3) day course (with optional certification exam) will introduce the fundamental administrative issues involved in developing, implementing and maintaining the 'Out of the box' Software. This course is primarily designed for those who will be involved with developing and/or maintaining the Software. Topics to be covered include: Adding Users and Roles, Creating and Extending LABVANTAGE Data Collection's (SDC), Creating Approval Types, Detection and Specification Limits, Workitems, Creating Parameters and Parameter Lists, Modifying the Site Map, Creating and modifying Maintenance and List Pages and adding them to the site map, adding actions and Javascript to buttons, creating queries and adding search criteria to pages. Students taking this course should have completed the "Introduction to LABVANTAGE" course or have prior database experience. Price is per person at LabVantage's local training facility. All training materials will be provided during training. This course can be provided onsite for a minimum of five (5) persons. Travel expenses and one-day of set-up fees are not included, and will be billed separately at actual cost. Prerequisite: INTRO 110 - Intro to LABVANTAGE Course</p>	\$2,392.81		US
132-50	LabVantage	2010-300-2100	<p>ADV 210 - Advanced LABVANTAGE Course - This three (3) day course (with optional certification exam) will introduce the LABVANTAGE Developer to some of the more advanced configuration options available within LABVANTAGE's Web Page Designer. This course will require writing bits of JSP code, as well as making some javascript modifications. Some of the topics included are; creating a simple custom page type, creating a custom layout, configuring dynamic lookup pages, configuring the detailmaint element and linkedsdimaint element, as well as using database nested selects. Students taking this course are required to have successfully completed the Basic LABVANTAGE Admin class prior to registering for this course. LABVANTAGE configuration experience and prior programming knowledge are suggested. Price is per person at LabVantage's local training facility. All training materials will be provided during training. This course can be provided onsite for a minimum of five (5) persons. Travel expenses and one-day of set-up fees are not included, and will be billed separately at actual cost. Prerequisite: INTRO 120 - Basic LABVANTAGE Admin Course.</p>	\$2,392.81		US

Professional Services						
132-51	LabVantage	2005-300-2100	LabVantage IT Centric Consulting Services, 1 day Professional Services - on-site for Project Manager/Business Analyst - Daily Rate - 1 day equals 8 hours	\$1,309.75		US
132-51	LabVantage	2006-300-2100	LabVantage IT Centric Consulting Services, 1 day Professional Services - on-site for Developer - Daily Rate - 1 day equals 8 hours	\$1259.38		US
132-51	LabVantage	2007-300-2100	LabVantage IT Centric Consulting Services, 1 day Professional Services - off-site for Report Developer - Daily Rate - 1 day equals 8 hours	\$1,007.50		US

GSA Volume Discounts:

Volume Discounts		132-33	132-34	132-51
	Over \$200K	10%	None	5%
	Over \$300K	15%	None	7%
	Over \$400K	20%	None	10%

Amendment/Modification No. PS-0011	3. Effective Date: Dec 12, 2012	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) 70
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6. Issued By: General Service Administration IT ACQUISITION CENTER 2200 CRYSTAL DR., CP 4 ARLINGTON VA 22202	7. Administered By: (If Other) GSA/FAS/QVOCC 10 CAUSEWAY ST BOSTON MA 02222
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8. Name and Address of Contractor (No. Street, County, State and Zip Code) LABVANTAGE SOLUTIONS INC. 265 DAVIDSON AVE STE 220 SOMERSET, NJ 088734120	9A Amendment of Solicitation No: 9B. Dated (See Item 11) 10A. Modification of Contract/Order No. GS-35F-0139U 10B. Dated (See Item 13) Dec 12, 2007
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Code	Facility Code
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers	<input type="checkbox"/> is extended	<input type="checkbox"/> is not extended.
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Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods.
 (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications: Unilateral
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority):

E. **IMPORTANT:** Contractor: is not , is required to sign this document and return, ___ copies to the issuing office.

14. DESCRIPTION OF MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The above referenced contract under FSC Group 70, Information Technology Multiple Award Schedule, is hereby extended covering the contract period from December 12, 2012 through December 11, 2017 in accordance with Clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MARCH 2000) in Solicitation FCIS-JB-980001-B, Refresh #30 and contract number GS-35F-0139U. The certification letter dated June 18, 2012 is incorporated and made a part of the contract. All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or Print) GSA Initiated Mod	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Larriette M. Thompson
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15B. CONTRACTOR/OFFEROR Signature Not Required <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By Signed electronically See above <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED Nov 27, 2012
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