

**General Services Administration
Federal Supply Service**

Authorized Federal Supply Schedule Price List

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

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

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software

Microcomputers

- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software

SIN 132-34 - MAINTENANCE OF SOFTWARE

SIN 132-50 - TRAINING COURSES FOR APPLICATION SOFTWARE

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

- FPDS Code D301 IT Facility Operation and Maintenance
- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services
- FPDS Code D308 Programming Services
- FPDS Code D310 IT Backup and Security Services
- FPDS Code D311 IT Data Conversion Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D317 Creation/Retrieval of Related Automated News, Data, or Information Services
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

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

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

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

Contract Number: GS-35F-0447U

Contract Period: 6/7/2008 – 6/16/2018

TopVue Defense Inc.
1436 S. Legend Hills Drive, Suite 300
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www.topvue.com
Small Business

1a. AWARDED SPECIAL ITEM NUMBER(S)

PRICING LIST FOR PERPETUAL TOPVUE SOFTWARE LICENSES – SIN 132-33

Tiers	Concurrent Users	Core Module CDRLvue	(Column 1) +CMvue	(Column 2) +PMvue	(Column 3) +Riskvue	(Column 4) +ILSvue	(Column 5) +Shieldvue
		(Column 1)	(Column 2)	(Column 3)	(Column 4)	(Column 5)	(Column 6)
T1	5	\$49,001	\$88,201	\$122,502	\$147,002	\$171,503	\$196,003
T2	10	\$78,401	\$141,122	\$196,003	\$235,204	\$274,404	\$313,605
T3	25	\$140,002	\$252,004	\$350,006	\$420,007	\$490,008	\$560,009
T4	50	\$224,004	\$403,206	\$560,009	\$672,011	\$784,012	\$896,014
>50	Contact TopVue for quote for license price for users greater than 50						

TopVue has developed nine different Commercial of the Shelf (COTS) solutions to support government acquisition. Six of these are proposed to GSA under the General Purpose Commercial Information Technology Equipment, Software, and Services (Schedule 70) Contract. Brief descriptions of these six software products are given below.

CDRLvue starts with the initial Data Calls - managing the process of gathering data requirements, hosting the necessary Data Requirement Review Boards (DRRB), to implementing the approved CDRL list based on the DRRB outcome. Once the approved CDRL list is available, contract vendors can actually submit data against the CDRLs via online secure contractor portals, each of which fully enforces Organizational Conflict of Interest (OCI) security restrictions. After CDRL upload, CDRLvue's business rule engine takes action based on the type of data that's submitted, and the level of review and acceptance dictated via Form 1423. Pre-defined approval routings are launched for this process, with the appropriate users being notified via email and directed to review and approve the attached submittal as appropriate. When submittals are approved with comments or rejected, automatic re-submittance dates are established and added to the program calendar. CMvue follows the intent of DOD5010.12M.

CMvue module manages the identification of program elements, such as: system identifiers, drawings, parts, software items, and change documents of requests, orders, proposals, etc. Each of these is identified with standard attributes of number, vendor, name, revision, and status,

and other attributes of data which may be customized to meet the needs of the organization. The real power of CMvue lies in the ability to manage the data inter-relationships. Specifications are related to the hardware and software that they describe, drawings are related to their part numbers, and change documents are related to their affected items. The result is complete traceability throughout a program's configuration data, allowing engineers, planners, and program managers to easily locate the information they need - just by following the data trail. CMvue puts that data as close as your web browser. CMvue follows the intent of MIL-HDBK-61

PMvue gathers program documentation, meeting details, action item tasking, and provides access to all of these via standard web browser to authenticated users. PMvue enables creating project 'work-rooms', which provide a single location to post program documents. PMvue includes an Integrated Program Calendar - displaying all date-based activity in a single calendar, which can be filtered by activity type, activity category, and other attributes. Prior CDRL submittals, upcoming submittals scheduled, meetings, action item due dates, and contract milestones - all can be viewed via PMvue's integrated calendar, from which the user can drill-down on a given activity to see related information. And to prevent potential problems from escalating, PMvue's calendar can also indicate missed due dates with red alert flags for increased visibility. Any program members with proper security credentials shall have access to "up-to-the-minute" program data via their desktop. And if an item needs to be released from the work-room to the general PMvue users, that is easily accomplished as well.

RiskVue identifies risks by customizable attributes, including name, status, contractor, risk owner, IPT, and others. Once identified, users select risks that they want to appear on their Risk Watchlist - a quick snapshot of their most critical risks and their current details. Overall risk factors are calculated based on user-defined rules utilizing Probability and Severity parameters - and based on overall risk factor, emails are sent to the appropriate people, and review processes are automatically generated to route the risk for review and mitigation planning. The true difference between RiskVue and conventional risk management applications lies in the power to include risk data as a component of an integrated business environment - where risks are an added component to the overall program data picture. Related system components (configuration items, hardware, and software) are associated to the corresponding risks so that a complete understanding of baseline impact occurs during the risk planning process. RiskVue follows the intent of Defense Acquisition University standards for risk management.

ILSvue is designed to manage the integrated logistics support (ILS) data for a system under acquisition or sustainment. The module promotes system life cycle collaboration of logistics information from the inception of a program in the data call to the fielding and sustainment of the acquired system. During the acquisition of a system, logistics engineers track and compile the logistics documentation, culminating in data and electronic files needed to maintain technical repair and maintenance manuals. ILSvue tracks the relationships of an End-items's unique identifier (UID) and technical manual to its spare parts lists, figures needed for repair, structured data files, maintenance operations, and other logistics documentation. Spare part interoperability

and roll up is assured via exports in a structured data tagged to enable the movement of data to supply systems.

ShieldVue (System Home for Installation Protection Engineering and Logistics Data) is the only commercial-off-the-shelf product that offers "Families of Systems" (FoS) management capability, to include the engineering and logistics data management of these protection systems. ShieldVue also supports crisis planning and program data management of other facilities, such as commercial industry and schools at state and local levels. ShieldVue provides an integrated data environment for a site commander or a crisis coordinator to plan and manage a strategy and a program for physical site protection and crisis response planning against weapons of mass destruction attacks. The off-the-shelf capabilities are designed to support a particular installation's integrated Chemical, Biological, Radiological and Nuclear (CBRN) protection and response data management objectives.

PRICING LIST FOR ANNUAL MAINTENANCE OF SOFTWARE – SIN 132-34

Tiers	Concurrent Users	Core Module CDRLvue	(Column 1) +CMvue	(Column 2) +PMvue	(Column 3) +Riskvue	(Column 4) +ILSvue	(Column 5) +Shieldvue
		(Column 1)	(Column 2)	(Column 3)	(Column 4)	(Column 5)	(Column 6)
T1	5	\$9,800	\$17,640	\$24,500	\$29,400	\$34,301	\$39,201
T2	10	\$15,680	\$28,224	\$39,201	\$47,041	\$54,881	\$62,721
T3	25	\$28,000	\$50,401	\$70,001	\$84,001	\$98,002	\$112,002
T4	50	\$44,801	\$80,641	\$112,002	\$134,402	\$156,802	\$179,203
>50	Contact TopVue for quote for maintenance price for users greater than 50						

The cost of the Annual Software Maintenance Fee is determined by the software tier and number of modules previously purchased. Software maintenance includes technical support by telephone, e-mail, and Internet; and entitles the customer to all software updates, corrections, and new releases during the period the product support subscription is in effect.

PRICING LIST FOR TOPVUE TRAINING COURSES – SIN 132-50

Title of Course: Basic User Training	Length of Course (# of Hrs/Days): 3 Days
GSA Price of Course: \$14,810	Minimum Number of Participants: 1 or Many
Description of Class: The TopVue Basic User training course covers the following topics in a three day session: general user navigation; TopVue module feature usage; data insert/edit/delete functions; data searching and reporting; user community and security; data collaboration with action items, meetings and calendars. Basic User training is conducted by a TopVue instructor with hands on exercises and training materials provided.	

Title of Course: Advanced User Training	Length of Course (# of Hrs/Days): 2 Days
GSA Price of Course: \$9,874	Minimum Number of Participants: 1 or Many

Description of Class: The TopVue Advanced User training course covers the following topics in a two day session: general user navigation; business rule engine feature usage; basic workflow insert/edit/delete functions; document management and vaulting, advanced data searching and reporting. Advanced User training is conducted by a TopVue instructor with hands on exercises and training materials provided.

Title of Course: Routings Advanced Training	Length of Course (# of Hrs/Days): 4 Days
GSA Price of Course: \$19,747	Minimum Number of Participants: 1 or Many
Description of Class: The TopVue Routings Advanced User training course covers the following topics in four day session: general user navigation; routing set up of roles, offices, actions; routing template editor including invitee sequences; routing propagation rules; email notifications; comments gathering and adjudication; functional routing use cases. TopVue Routing Advanced training is conducted by a TopVue instructor with hands on exercises and training materials provided.	

Title of Course: System Administration Training	Length of Course (# of Hrs/Days): 3 Days
GSA Price of Course: \$14,810	Minimum Number of Participants: 1 or Many
Description of Class: The TopVue System administration training course covers the following topics in a three day session: general user navigation; user set up and security groups; account requests; community set up for file cabinets, folders, homepages; distribution lists; user proxy; program folder management. TopVue System Administration training is conducted by a TopVue instructor with hands on exercises and training materials provided.	

1b. Identification of the lowest priced model number and lowest unit price for that model.

SIN	Description	Lowest Priced Item
132-51	Jr. SW Engineer	\$64.73
132-50	Advanced User Training	\$9,874
132-34	Annual Maintenance - 5 Users	\$9,800
132-33	Software Licenses - 5 Users	\$49,001

1c. HOURLY LABOR RATES

PRICING LIST FOR IT PROFESSIONAL SERVICES – SIN 132-51

Labor Category	Commercial Rate	GSA Discount	GSA Price w/IFF
Product Specialist	\$155.28	\$2.33	\$152.95
Program Manager II	\$120.64	\$1.81	\$118.83
Sr. Software Engineer/Programmer Analyst II	\$119.49	\$1.79	\$117.70

Software Engineer/Programmer Analyst I	\$98.24	\$1.47	\$96.77
Software Engineer/Programmer Analyst II	\$89.55	\$1.34	\$88.21
Jr. Software Engineer/Programmer Analyst I	\$76.95	\$1.15	\$75.80
Jr. Software Engineer/Programmer Analyst II	\$65.72	\$0.99	\$64.73

Labor Category Education and Skill Matrix with Substitution
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Labor Category	Required Education & Experience	Substitution
Product Specialist	BA/BS +10	MA/MS + 8
Program Manager II	BA/BS + 10	MA/MS + 8
Sr. Software Engineer/Programmer Analyst II	BA/BS + 10	MA/MS + 8
Software Engineer/Programmer Analyst I	BA/BS + 6	MA/MS + 4 or AA + 8
Software Engineer/Programmer Analyst II	BA/BS + 4	MA/MS + 2 or AA + 6
Jr. Software Engineer/Programmer Analyst I	BA/BS + 2	MA/MS + 0 or AA + 4
Jr. Software Engineer/Programmer Analyst II	BA/BS + 0	AA + 2

Labor Category Description

Product Specialist	
Functional Responsibility	<ul style="list-style-type: none"> Plans, directs, coordinates, and controls technical and administrative activities for several programs or one large program. Supervises program managers in the execution of their assigned duties. Reviews and maintains quality of technical work done on the program. Makes technical judgments and provides advice on the resolution of technical problems.
Minimum Education	BA/BS in Technical Field
Minimum/General Experience	10 years or more directly related experience including <ul style="list-style-type: none"> supervision of technical program execution, executive management, work planning, control of budget, schedule, and task execution, contract & subcontract management, personnel management and supervision.

Program Manager II	
Functional Responsibility	<ul style="list-style-type: none"> • Plans, directs, coordinates, and controls technical and administrative activities for an entire program. • Supervises task managers in the execution of their assigned duties. • Reviews and maintains quality of technical work done on the program. • Makes technical judgments and provides advice on the resolution of technical problems.
Minimum Education	BA/BS in Technical Field
Minimum/General Experience	10 years or more directly related experience including <ul style="list-style-type: none"> • system engineering, • requirements definition, • work planning, • control of budget, schedule, and task execution, • contract & subcontract management, • personnel management and supervision.

Sr. Software Engineer/Programmer Analyst II	
Functional Responsibility	<ul style="list-style-type: none"> • Designs, modifies, develops, writes and implements software programming applications. • Participates in the testing process through test review and analysis, test witnessing and certification of software. • Coordinates work teams. • Provides technical support to project team members.
Minimum Education	BA/BS in Technical Field
Minimum/General Experience	10 years or more directly related experience including <ul style="list-style-type: none"> • system engineering, • programming and coding, • analysis and problem solving,

Software Engineer/Programmer Analyst I	
Functional Responsibility	<ul style="list-style-type: none"> • Designs, modifies, develops, writes and implements software programming applications. • Participates in the testing process through test review and analysis, test witnessing and certification of software. • Coordinates work teams. • Provides technical support to project team members.
Minimum Education	AA in Technical Field
Minimum/General Experience	6 years or more directly related experience including <ul style="list-style-type: none"> • system engineering, • programming and coding, • analysis and problem solving,

Software Engineer/Programmer Analyst II	
Functional Responsibility	<ul style="list-style-type: none"> • Designs, modifies, develops, writes and implements software programming applications. • Participates in the testing process through test review and analysis, test witnessing and certification of software. • Coordinates work teams. • Provides technical support to project team members.
Minimum Education	AA in Technical Field
Minimum/General Experience	4 years or more directly related experience including <ul style="list-style-type: none"> • system engineering, • programming and coding, • analysis and problem solving,

Jr. Software Engineer/Programmer Analyst I	
Functional Responsibility	<ul style="list-style-type: none"> • Designs, modifies, develops, writes and implements software programming applications. • Participates in the testing process through test review and analysis, test witnessing and certification of software. • Coordinates work teams. • Provides technical support to project team members.
Minimum Education	AA in Technical Field
Minimum/General Experience	2 years or more directly related experience including <ul style="list-style-type: none"> • system engineering, • programming and coding, • analysis and problem solving,

Jr. Software Engineer/Programmer Analyst II	
Functional Responsibility	<ul style="list-style-type: none"> • Designs, modifies, develops, writes and implements software programming applications. • Participates in the testing process through test review and analysis, test witnessing and certification of software. • Coordinates work teams. • Provides technical support to project team members.
Minimum Education	AA in Technical Field
Minimum/General Experience	0 years or more directly related experience including <ul style="list-style-type: none"> • system engineering, • programming and coding, • analysis and problem solving,

2. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-34 – Maintenance of Software

Special Item Number 132-51 - Information Technology (IT) Professional Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

3. MINIMUM ORDER - The minimum dollar value of orders to be issued is \$100.00.

4. GEOGRAPHIC COVERAGE:

The services offered through **TopVue Defense, Inc.** schedule are available in the 50 states in the US, as well as 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 Coverage will be domestic and overseas delivery.
- The Geographic Coverage will be overseas delivery only.
- The Geographic Coverage will be domestic delivery only.

5. POINTS OF PRODUCTION – Clearfield, Davis County, Utah

6. DISCOUNT FROM LIST PRICES OR STATEMENT OF NET PRICE

Prices shown are NET Prices. Basic Discounts have been deducted.

- c. Dollar Volume: None
- d. Government Educational Institutions are offered the same discount as all other Government customers

7. QUALITY DISCOUNTS - None

8. PROMPT PAYMENT TERMS - Prompt Payment: 0% - 30 days from receipt of invoice

9a. NOTIFICATION THAT GOVERNMENT PURCHASE CARDS ARE ACCEPTED AT OR BELOW THE MICRO-PURCHASE THRESHOLD

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders.

9b. NOTIFICATION WHETHER GOVERNMENT PURCHASE CARDS ARE ACCEPTED OR NOT ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD

Credit cards will be acceptable for payment above the micro-purchase threshold.

10. FOREIGN ITEMS

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:

Any overseas or international relocation support might require an adjustment to accommodate Local taxes, duties, and/or State Department based salary differentials.

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.

11a. TIME OF DELIVERY

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-50, 132-51</u>	<u>As Negotiated by Agency and Contractor</u>
<u>132-33, & 132-34</u>	<u>30 Days</u>

11b. EXPEDITED DELIVERY – Not Applicable

11c. OVERNIGHT AND 2-DAY DELIVERY – Not Applicable

11d. 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.

12. F.O.B POINTS – Not Applicable

13a. ORDERING ADDRESSES

- a. For computer-to-computer EDI orders, the contact person is:
Michelle Schultz, mschultz@topvue.com
TopVue Defense, Inc.
1436 S. Legend Hills Dr., Ste. 300
Clearfield, UT 84015
- b. For orders by facsimile transmission, the contact person is:
Ms. Michelle Schultz, Contract Specialist
Fax Number: (801) 825-7122

- c. For mailed orders, the address is:
TopVue Defense, Inc.
1436 S. Legend Hills Dr., Ste. 300
Clearfield, UT 84015

13b. ORDERING PROCEDURES

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.

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

The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance:

(801) 825-7100

14. PAYMENT ADDRESS

Contractor's Remittance Address:
TopVue Defense, Inc.
Attn: Accounts Receivable
P.O. Box 1675
Layton, UT 84041

15. WARRANTY PROVISION

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. See the pricing section of this pricelist for warranty information.

Limited Warranty: TopVue Defense, Inc. (Licensor) warrants, for a period of twelve (12) months from inception of the license hereunder and for Licensee's benefit alone, that the Licensed Software conforms in all material respects to its functional specifications as published from time to time by Licensor in the user documentation and as set forth in any related governing standards supported by the Licensed Software. This warrant does not pertain to any nonconformity resulting from Licensee's misuse, improper use, alteration of or damage to, the Licensed Software, or Licensee's combining or merging the Licensed Software with any hardware or software not supplied or identified as compatible by Vendor.

Licensor also warrants that, for a period of twelve (12) months from the date of original receipt by Licensee, the media on which the Licensed Software is delivered and the user documentation shall be free from material defects provided that the media and user documentation are not modified or misused by Licensee in any way after receipt. Media or user documentation misplaced or destroyed by Licensee will be replaced by Licensor provided Licensee pays a fee to cover attendant costs.

Licensor warrants that, to the best of its knowledge and belief, it has the right to grant the license contemplated hereunder and that the Licensed Software does not infringe upon the proprietary rights of third-parties.

Licensor is not responsible for obsolescence of the Licensed Software that may result from changes in Licensee's requirements. The foregoing warranties shall apply only to the most current version of the Licensed Software issued to Licensee by Licensor. Licensor assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed 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.

16. EXPORT PACKING CHARGES – Not Applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE – Not Applicable

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR– Not Applicable

19. TERMS AND CONDITIONS OF INSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirement 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, de-installation, and reinstallation services under SIN 132-8.

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES – Not Applicable

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (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 post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

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

Limited Warranty: TopVue Defense, Inc. (Licensor) warrants, for a period of twelve (12) months from inception of the license hereunder and for Licensee's benefit alone, that the Licensed Software conforms in all material respects to its functional specifications as published from time to time by Licensor in the user documentation and as set forth in any related governing standards supported by the Licensed Software. This warrant does not pertain to any nonconformity resulting from Licensee's misuse, improper use, alteration of or damage to, the Licensed Software, or Licensee's combining or merging the Licensed Software with any hardware or software not supplied or identified as compatible by Vendor.

Licensor also warrants that, for a period of twelve (12) months from the date of original receipt by Licensee, the media on which the Licensed Software is delivered and the user documentation shall be free from material defects provided that the media and user documentation are not modified or misused by Licensee in any way after receipt. Media or user documentation misplaced or destroyed by Licensee will be replaced by Licensor provided Licensee pays a fee to cover attendant costs.

Licensor warrants that, to the best of its knowledge and belief, it has the right to grant the license contemplated hereunder and that the Licensed Software does not infringe upon the proprietary rights of third-parties.

Licensor is not responsible for obsolescence of the Licensed Software that may result from changes in Licensee's requirements. The foregoing warranties shall apply only to the most current version of the Licensed Software issued to Licensee by Licensor. Licensor assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed 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.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is (801) 825-7100 and is available from 8:00 AM to 5:00 PM MST.

4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:
 - 1. Software telephone assistance: IT Response Center engineers work with customers' system managers and operators to resolve problems with software products and supported non-TopVue applications. The customer may call telephone support during normal business hours 8:00 AM to 5:00 PM (MST). Sophisticated remote support tools enable TopVue engineers to link directly to the customers' environments to expedite the problem-solving process. Customers may also submit support questions to the TopVue Response Center Engineers online via the IT Resource Center.
 - 2. Software Updates: Software updates include known defect corrections and functional and performance improvements. Customers also receive up-to-date TopVue software manuals. Software updates may be requested electronically via the company's IT Resource Center. Online support enables the customer's information technology staff to quickly locate essential product and support information.
- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERPETUAL SOFTWARE LICENSES (132-33) AND MAINTENANCE (132-34)

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

6. UTILIZATION LIMITATIONS - (132-33 AND 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by

any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 6.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.

7. SOFTWARE CONVERSIONS - (132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. 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.

9. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses. – None

<p style="text-align: center;">TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)</p>

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 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. 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.

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 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

- 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 in accordance with this clause.
- 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

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour 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 (Deviation – May 2003) 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 Services.

9. INDEPENDENT CONTRACTOR

All IT 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 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 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) 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 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) 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.

---END OF TERMS AND CONDITIONS FOR ANY OTHER SERVICES---

21. LIST OF SERVICE AND DISTRIBUTION POINTS – Not Applicable

22. LIST OF PARTICIPATING DEALERS – Not Applicable

23. PREVENTATIVE MAINTENANCE – Not Applicable

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES – Not Applicable

24b. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.topvue.com

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER - 129304718

26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE

TopVue is registered with the System for Award Management (SAM), with CCR being a component of SAM.