

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



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SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

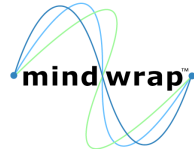
Large Scale Computers
Application Software
Microcomputers
Application Software

SIN 132-34 - MAINTENANCE OF SOFTWARE

SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)

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

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 D311	IT Data Conversion Services



Mindwrap, Inc
664H Zachary Taylor Highway
Flint Hill, VA 22627
Tel: 540-675-3015 x 229 Fax: 540-675-3130
www.mindwrap.com

Contract Number: **GS-35F-0394M**

Period Covered by Contract: **11 April 2007 to 10 April 2012**

Pricelist current through Modification # _____, dated _____.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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INFORMATION FOR ORDERING OFFICES
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 Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) 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:

The geographical scope of this contract includes the 48 contiguous states, Alaska and Hawaii, and the District of Columbia.

2. Contractor's Ordering Address and Payment Information:

Ordering and Payment Address:

Mindwrap, Inc
PO Box 430
Flint Hill, VA 22627

Shipping Address:

Mindwrap, Inc.
664H Zachary Taylor Highway
Flint Hill, VA 22627

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/will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance:

Technical Assistance: Tel: 540-675-3015
Ordering Assistance: Tel : 540-675-3015
Corporate Fax: 540-675-3130

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 16-040-0250
Block 30: Type of Contractor - B. Other Small Business
Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 54-1446347

- 4a. CAGE Code: 1VT62
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB Destination Flint Hill, VA

6. DELIVERY SCHEDULE

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

	SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
	<u>132-33</u>	<u>30</u> Days
<i>Expedited Delivery:</i>	<u>132-33</u>	<u>1-3</u> Days
	<u>132-50</u>	<u>30</u> Days or as agreed with agency
	<u>132-51</u>	<u>30</u> Days or as agreed with agency

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: None
- b. Quantity: 132-33: 5%-30% depending on product and volume
132-34: None
132-50: 10%
132-51: 10%
- c. Dollar Volume: None
- d. Government Educational Institutions: Government Educational 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:

Due to various encryption algorithms incorporated into our products, mindwrap's Optix software requires an export license for shipment outside the United States and is available upon request. Costs for obtaining the export license will be born by the purchasing agency.

10. Small Requirements

The minimum dollar value of orders to be issued is \$100.00

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

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

Special Item Number 132-33 - Perpetual Software Licenses

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

Note: Maximum Orders do not apply to Special Item Number 132-34 Maintenance of Software.

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 Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

(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. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(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.

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 C.1.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. 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.

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:

None

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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.

23. SECTION 508 COMPLIANCE.

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

www.mindwrap.com

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.

27. ADVANCE PAYMENTS

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

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

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

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

All Optix Software Products

60 Day Warranty

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

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

3. TECHNICAL SERVICES

The Contractor, without additional charge to the Government, shall provide a hot line technical support number 540-675-3015 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8AM to 8PM EST.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

- *Hours of Technical Support Availability.* Payment of the annual software maintenance charges (as defined below) entitles Customer to technical support during the principle period of maintenance ("PPM"). The PPM is between the hours of 8:00 A.M. to 8:00 P.M., EST, Monday through Friday, and excludes national holidays. All Service subsequently added shall have the same PPM.

- *Scope of Technical Support.* Technical Support includes the response to and resolution of Customer encountered problems with the Software and notification of Software maintenance updates. Mindwrap will provide technical support to licensed Software located on the Customer's development or production system. Mindwrap will use commercially reasonable efforts to respond to Customer calls according to the priority level of the call. Mindwrap will ensure the Customer's call is resolved within a commercially reasonable period. In addition, service includes: (a) technical support provided through

telephone or electronic support, (b) correction of any defect in the Software that materially and adversely affects the use of the Software as per software Manufacturer's specifications, (c) resolution of Software problems that may be delivered as a Software maintenance update, bug fix or workaround, limited to the current or immediate prior Software release, and (d) Software maintenance updates made available to customer as per Manufacturer's update policies.

- Optional Services. Customer may request, in writing, optional Software Services. Optional Services may include customization, configuration and consulting. Optional Services are subject to the prevailing terms, conditions and prices for such Service at that time.

- Service Limitations

A. Mindwrap will respond to technical support calls provided the Software has not been modified and is operated in accordance with Manufacturer's specifications. Technical support is contingent upon the use of the Software in accordance with Manufacturer's specifications and does not include any of the following: (i) Service to a version of Software other than the current or immediate prior release; (ii) efforts to restore a release of the Software beyond the current or immediate prior release; or (iii) efforts to restore Customer data beyond the most recent back-up.

B. Software Manufacturers periodically announce the End of Service Life (EOSL) for Software. Mindwrap will notify customer 60 days prior to technical support discontinuance. Mindwrap will provide technical support on this Software after the EOSL using commercially reasonable efforts at the prevailing rates.

- Customer's Responsibilities.

A. Customer is responsible for maintenance and installation of any common carrier equipment or communication service related to the operation of the Software and not furnished by Mindwrap. Customer is also responsible for charges incurred for communication facilities at Customer's facilities, whether incurred by Customer or by Mindwrap Service representatives while performing Service on the Software.

B. Customer is responsible for performing Software back-ups in accordance with published documentation. Customer shall notify Mindwrap of any Software failure and shall allow Mindwrap reasonable access to the Software for performing Service.

C. Customer must provide Mindwrap with modem access to the software to perform remote support.

D. Customer must provide an authorized System Administrator trained in the applications purchased by the customer. A trained System Administrator and authorized contact must place all service calls to Mindwrap.

E. In the event that Customer should purchase additional license(s) of Software through Mindwrap, or through any other manner, Customer agrees to notify Mindwrap of the acquisition of the software licenses. Additional licenses are to be added as part of the coverage of this agreement with price adjustments as appropriate.

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

5. PERIODS OF MAINTENANCE (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 term licenses and/or 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.

8. UTILIZATION LIMITATIONS - (132-32, 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 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

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

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

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

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

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

SEE PRICING SECTION BELOW FOR PRODUCT DESCRIPTIONS AND PRICING

11. RIGHT-TO-COPY PRICING

Mindwrap has no right-to-copy pricing.

**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 Government 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 Government's location, as agreed to by the Contractor and the Government.

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 Government.

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 thirty (30) days 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.

SEE PRICING SECTION BELOW

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.

SEE PRICING SECTION BELOW FOR COURSE DESCRIPTIONS AND PRICING

Instructor Travel Charges

Lodging and per diem: per GSA guidelines
Airfare, Rental Car, and miscellaneous: Actual Cost

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 GOVERNMENT

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 Government.

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.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user agency 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 agency 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 SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 and 132-52. IT Services should be presented in the same manner as the Contractor sells to its commercial and other Government customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

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

SEE PRICING SECTION BELOW FOR DESCRIPTION OF SERVICES, LABOR CATEGORIES, AND PRICING

Products and Pricing Section

SIN: 132-33, 132-34

Description of mindwrap's Optix products

Optix Document Management and Workflow products are highly integrated modules that provide cross platform, client-server and web-based systems for content management, document management, workflow, scanning, indexing, text search, forms processing, COLD/ERM, and process automation. Our server products are available for Sun, IBM AIX, Linux, and NT/Win2000 servers running with Oracle™, Informix™, Sybase™, and SQL Server™ databases (NOTE: all hardware, operating systems, database software, and backup software mentioned are purchased separately and are not included in this pricelist).

Optix Archive Server The foundation server module required for each server installation. Manages and controls access to all documents and document storage via close integration with the underlying RDBMS. Interacts via the network with the Optix Workstation client programs.

Optix Workstation Available for both Windows and Macintosh platforms, this software handles all interaction with the user. Provides the end user with the ability to query, retrieve, view, modify, save, index, and hyperlink documents. For workstations equipped with a compatible scanner (see <http://www.mindwrap.com/downloads/downloads.html> for current supported scanner list) and appropriate Optix Scanner Driver, provides the ability to scan paper, microfilm, aperture cards, and other media and create document collections and folders. Scanned documents and desktop documents may be saved to the server and indexed using user-specified indexing screens. The workstation includes software to design, create, and deploy new index and query screens from the client workstation. The Optix Workstation is scriptable using OLE automation (Windows) and Applescript (Macintosh) and allow user-developed integration with third party applications.

Optix Scanner Drivers An add-on enhancement to the Optix Workstation and available for both Windows and Macintosh platforms, this product provides the ability to scan paper, microfilm, aperture cards, and other media (depending on scanner capabilities) and create digital documents such as multipage TIFF, PDF, collections, folders, and individual images such as JPEG, BMP, TIFF, and GIF files.

Optix Web Server An add-on enhancement to the Optix Archive Server, this product provides web pages and methods which permit internet browsers to access Optix repositories. Users can query, retrieve, and view both scanned documents and desktop application documents. Users may also save and index documents from their desktop to the Optix Archive Server. When equipped with the Optix Workflow option, users can also access their workflow worlist via the web. The Optix Web Server is designed to easily integrate with existing websites and intranets.

Optix Workflow An add-on enhancement to the Optix Archive Server, this product provides the ability to design, create, and deploy automated document-centric business processes. Optix Workflow includes features such as the ability to route to users, groups, and automated steps. Packages can be distributed to multiple users for approval with subsequent resolution on rendezvous. Sub-processes can be invoked based and step-by-step decisions made made on the field values and package states. When installed, the workflow design and worklist processing features of the Optix Workstation are automatically enabled.

Optix Text Search An add-on enhancement to the Optix Archive Server, this product provides the ability to perform queries on the contents of text-based documents. Optix Text Search (Boolean) provides a basic text search that allows users to search on words and phrases combined using common boolean logic such as AND and OR. Optix Text Search (NLS) provides expanded capabilities to automatically parse phrases to extract root word meanings to provide search results that can be more relevant or exhaustive than those available using boolean logic.

Optix COLD An add-on enhancement to the Optix Archive Server, this product provides the ability to create automated methods for input and indexing of externally generated bulk electronic data such as mainframe print streams. Processed data can be overlaid onto user-specified background forms to closely match the appearance of printed forms and documents. On retrieval, users may copy the electronic data from forms for pasting into third party applications.

Optix Database Publisher An add-on enhancement, this product provides the ability to create query and extract subsets of Optix Server document repositories and publish them to a local single-user database. This is useful when document subsets must be carried on the road for quick access. In addition, Optix Database Publisher provides the ability to scan and index documents remotely with subsequent uploading to the central Optix Server.

Optix Fax Processor An add-on enhancement, this product provides the ability to receive incoming faxes and automatically add them to an Optix Archive Server repository or work queue. Each Optix Fax Processor runs on a separate Windows 2000 workstation that is networked with the Optix Archive Server. Multiple Optix Fax Processors may be deployed for increased capability. (NOTE: the workstation hardware and operating system are purchased separately and are not included in this pricelist).

Optix APIs An add-on enhancement, this product allows third party custom-developed software to access the services of the Optix Archive Server. The third-party software can perform repository queries, retrieve documents, save documents, index documents, create logical links between documents and perform workflow and work queue functions. Both "C" and Java versions of the APIs are available.

Product and Maintenance Pricing.

Prices are based on the number of licensed concurrent users unless otherwise specified

PRODUCT	LIST	0-19	20-29	30-39	40-49	50-59	60-74	75+
Optix Archive Server Products(1) [132-133]								
MWP000110 Optix Server (Sun/Solaris)	\$1,994.96	1,895.21	1,795.46	1,695.72	1,595.97	1,496.22	1,396.47	Negotiated
MWP000120 Optix Server (Win2000)	\$1,994.96	1,895.21	1,795.46	1,695.72	1,595.97	1,496.22	1,396.47	Negotiated
MWP000130 Optix Server (IBM AIX)	\$1,994.96	1,895.21	1,795.46	1,695.72	1,595.97	1,496.22	1,396.47	Negotiated
MWP000140 Optix Server (Linux)	\$1,994.96	1,895.21	1,795.46	1,695.72	1,595.97	1,496.22	1,396.47	Negotiated
MWP000150 Optix Server (Mac OS X)	\$1,994.96	1,895.21	1,795.46	1,695.72	1,595.97	1,496.22	1,396.47	Negotiated
Optix Workstation Products (2)								
MWP000210 Optix Workstation (Windows)	No charge - distributed with server software							
MWP000220 Optix Workstation (MacOS)	No charge - distributed with server software							
Concurrent User Add-ons to Server (3)								
MWP000300 Optix Web Server	\$997.48	947.61	897.73	847.86	797.98	748.11	698.24	Negotiated
MWP000400 Optix Workflow	\$1,496.22	1,421.41	1,346.60	1,271.79	1,196.98	1,122.17	1,047.35	Negotiated
MWP000510 Optix Text Search (NLS)	\$1,196.98	1,137.13	1,077.28	1,017.43	957.58	897.74	837.89	Negotiated
MWP000520 Optix Text Search (Boolean)	\$598.49	568.57	538.64	508.72	478.79	448.87	418.94	Negotiated
MWP000600 Optix COLD	\$498.74	473.80	448.87	423.93	398.99	374.06	349.12	Negotiated
MWP000700 Optix Database Publisher	\$498.74	473.80	448.87	423.93	398.99	374.06	349.12	Negotiated
Other Add-ons								
MWP000800 Optix Fax Processor (4)	\$5,979.90	5,680.91	5,680.91	5,680.91	5,680.91	5,680.91	5,680.91	Negotiated
MWP000900 Optix APIs (5)	\$19,944.63	18,947.40	18,947.40	18,947.40	18,947.40	18,947.40	18,947.40	Negotiated
Maintenance(6) [132-34]								
MWM001000 Optix Annual Maintenance(6)				20% of total software price				
DISCOUNT RATE:	0%	5%	10%	15%	20%	25%	30%	Negotiated

- (1) MWP000100 Optix Archive Server is the base product required for each server installation.
- (2) MWP000210/230 Optix Workstation client software is distributed at no charge to purchasers of the Optix Archive Server.
- (3) Concurrent User Add-ons are optional enhancements to the base server product. Pricing is per concurrent user.
- (4) Multiple MWP000800 Optix Fax Processors may be added to a system, each priced at the 5% discount rate.
- (5) MWP000900 Optix APIs are installed once for each server installation and are priced at the 5% discount rate.
- (6) MWM001000 Optix Annual Maintenance covers all software updates and technical support for one year.

PRODUCT	LIST	0-75+
Optix Scanner Drivers(1) [132-133]		
MWP000230 Optix Tier 0 Scan Driver (WIN)	\$147.88	\$133.09
MWP000231 Optix Tier 1 Scan Driver (WIN)	\$292.79	\$263.51
MWP000232 Optix Tier 2 Scan Driver (WIN)	\$590.54	\$531.50
MWP000233 Optix Tier 3 Scan Driver (WIN)	\$1488.75	\$1339.87
MWP000234 Optix ISIS Scan Bridge (WIN)	\$689.79	\$620.81
MWP000240 Optix Tier 0 Scan Driver (MAC)	\$147.88	\$133.09
MWP000241 Optix Tier 1 Scan Driver (MAC)	\$292.79	\$263.51
MWP000242 Optix Tier 2 Scan Driver (MAC)	\$590.54	\$531.50
MWP000243 Optix Tier 3 Scan Driver (MAC)	\$1488.75	\$1339.87
DISCOUNT RATE:	0%	10%

- (1) Scanner plug-in pricing is per workstation, per scanner (i.e. each scanner attached to each workstation must have a driver).
- (2) Maintenance for original platform (hardware and operating system) is included in price with Tier 0, 1, and 2 Scan Drivers.
- (3) Tier 3 Scan Driver annual maintenance is 20% of Scan Driver price
- (4) ISIS interface consists of a ISIS Bridge plus an ISIS driver. The ISIS driver provided with the scanner by the manufacturer.
- (5) Exchanges of Scan Drivers (i.e. Scanner model changes) are not included in maintenance or license.

SIN: 132-50

Description of mindwrap's training courses

All courses are offered both onsite and in the mindwrap headquarters classroom in Flint Hill, VA. Maximum class size onsite is limited only by available workstations and facility size but is recommended to be ten people. Maximum class size for our Flint Hill classroom is ten people. Minimum classroom size for our Flint Hill headquarters is six people. There is no minimum onsite class size. Onsite classes will be scheduled in consultation with the purchasing agency. The schedule for courses offered at out Flint Hill headquarter is published on our website: www.mindwrap.com.

TITLE: Optix Workstation Training

CONTENT: End user training for the Optix Workstation client programs. Including lecture, presentations, discussion, and hands-on training, the course provides instruction in how to perform database and text search queries, retrieve and view documents, modify and save documents, how to save and index desktop documents, and how to set personal preferences. For scanning operators, instruction is also provided on how to adjust scan settings, perform document preparation, scanning, and indexing. Instruction in the use of the Optix Screen Generator to create new indexing and query screens is provided. Workflow worklist management is covered for installations that include Optix Workflow.

LENGTH: 3 days

PREREQUISITES: General familiarity with desktop computer operation (keyboard, mouse, etc)

TITLE: Optix System Administrator Training

CONTENT: System Administrator training for the Optix Archive Server programs. Including lecture, presentations, discussion, and hands-on training, the course provides instruction in how to install, configure, and manage an Optix system installation. Topics covered also include storage/volume management, backup methodologies, and user/security management.

LENGTH: 5 days

PREREQUISITES: Student must have completed the Optix Workstation Training course.

TITLE: Optix Workflow Training

CONTENT: System Administrator-level training for Optix Workflow programs. Including lecture, presentations, discussion, and hands-on training, the course provides instruction in how to install, configure, and manage an Optix Workflow installation. Instruction is provided in how to design, create, and implement new workflow processes using the Optix workflow design tools.

LENGTH: 3 days

PREREQUISITES: Student must have completed the Optix System Administrator Training course.

TITLE: Optix WebTraining

CONTENT: System Administrator-level training for Optix Web programs. Including lecture, presentations, discussion, and hands-on training, the course provides instruction in how to install, configure, and manage an Optix Web installation. Instruction is provided in how to customize the Optix Web pages and integrate with existing websites.

LENGTH: 3 days

PREREQUISITES: Student must have completed the Optix System Administrator Training course.

Training Pricing

Client Site Training Prices are per day	List	2007	2008	2009	2010	2011
MWT000300 Optix Product Training Onsite	\$1,994.96	\$1,800.00	\$1,856.52	\$1,914.81	\$1,974.94	\$2,036.95
Contractor Classroom Training Prices are per student per day						
MWT000100 Optix Workstation Training	\$598.49	\$540.00	\$556.96	\$574.44	\$592.48	\$611.09
MWT000200 Optix System Admin Training	\$598.49	\$540.00	\$556.96	\$574.44	\$592.48	\$611.09
MWT000250 Optix Workflow Training	\$598.49	\$540.00	\$556.96	\$574.44	\$592.48	\$611.09
MWT000275 Optix WEB Training	\$598.49	\$540.00	\$556.96	\$574.44	\$592.48	\$611.09

- (1) Purchasers of new Optix systems should order a minimum of five (5) days of either onsite or classroom training.
- (2) The initial five days onsite training consists of two days of user training and three days of system administrator training.
- (3) Classroom training is at Mindwrap, Inc. Flint Hill , VA headquarters
- (4) Maximum onsite class size is 10 persons. Minimum classroom class size is 6 persons

SIN: 132-51

Description of mindwrap's IT Services

As an adjunct to sales of our Optix software products, mindwrap is often called upon to provide IT services. These services fall under one or more of the following categories:

- Systems Analysis - Services to assist clients with the design of systems architectures, databases, user interface, legacy systems integration, and all other aspects surrounding the implementation of mindwrap software products. (FPDS Code D306)
- Systems Development – Services to assist clients with the development, and deployment of systems architecture, databases, user interface, and legacy systems integration, and all other aspects surrounding the implementation of mindwrap software products. (FPDS Code D302)
- Integration – Services to facilitate integration of mindwrap products with new hardware peripherals such as scanners and mass storage devices; and integration of mindwrap products with legacy systems. (FPDS Code D307)
- Custom Programming – Software development services to create custom software to meet client-specified requirements not necessarily related to mindwrap products. (FPDS Code D308)
- Data Conversion – Services to convert existing databases and files in preparation for integration with mindwrap products. Also includes specification and services for conversion of paper, microfilm, and other non-digital media to digital form. (FPDS Code D311)

Mindwrap Job Descriptions for IT Positions

Commercial Job Title: PM/Computer Systems Scientist

Minimum/General Experience: Must have, or have the equivalent of, 15 years experience and a bachelor's degree in engineering, math, physics, computer science, telecommunications, social sciences, or other related fields. Has demonstrated expertise through publications and presentations. Has significant experience in industry or government and responsibility for product quality, budgets, and personnel. Employment history should reflect demonstrated technical leadership and management capabilities.

Functional Responsibility: Must have demonstrated capabilities for independent and original work, the ability to solve and/or manage the solving of highly complex technical problems, and recognition as an authority in the field of specialization. Must be able to plan, organize, and lead a major engineering effort involving a large group of engineers in the areas of analysis, design, development, testing, integration, or simulation and/or to perform as a technical specialist.

Minimum Education: Bachelor's degree in engineering, math, physics, computer science, telecommunications, or equivalent experience.

Commercial Job Title: Senior Programmer/Analyst

Minimum/General Experience: Must have, or have the equivalent of, 8 years experience and a bachelor's degree in engineering, math, physics, computer science, telecommunications, social sciences, or other related field. Employment history should reflect demonstrated technical and team leadership capabilities.

Functional Responsibility: Must be able to lead tasks, or work with minimum supervision on tasks requiring the application of considerable knowledge in software, engineering, management support, or related fields. May be responsible for planning, supervising, and coordinating the work effort of the technical staff. May have experience in management and responsibility for budgets and personnel.

Minimum Education: Bachelor's degree in engineering, math, physics, computer science, telecommunications, or equivalent experience.

Commercial Job Title: Programmer/Analyst

Minimum/General Experience: Must have, or have the equivalent of, 3 years experience and a bachelor's degree (or equivalent experience) in engineering, math, physics, computer science, telecommunications, social sciences, or other related fields.

Functional Responsibility: Must be capable of working with moderate supervision while supporting a variety of tasks within a specified area. May provide troubleshooting, software design and development, configuration or data management, quality assurance, or other technical support service to senior technical staff personnel.

Minimum Education: Bachelor's degree in engineering, math, physics, computer science, telecommunications, or equivalent experience.

SIN: 132-51

Mindwrap IT Labor pricing

Prices are hourly

Part Number	Labor Category	2007	2008	2009	2010	2011
MWS000100	PM/Computer Systems Scientist	\$224.43	\$231.48	\$238.75	\$246.24	\$253.97
MWS000200	Senior Programmer Analyst	\$179.55	\$185.19	\$191.00	\$197.00	\$203.19
MWS000300	Programmer Analyst	\$134.66	\$138.89	\$143.25	\$147.75	\$152.39

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

PREAMBLE

Mindwrap provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact:

Craig Landrum, CTO
Phone: 540-675-3015 x 229
Fax: 540-675-3130
craigl@mindwrap.com

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

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 customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of 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 customer's 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.