

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

**General Description of SoftWright's Products and Services.**

SoftWright authors the *Terrain Analysis Package - TAP<sup>Ô</sup>* - for Windows W2K/XP PC-based software to perform evaluation of existing or proposed radio transmitter sites; radio coverage predictions, intermodulation studies and radio transmitter site administration. Areas of propagation technology include TV and FM broadcasting, ITFS, PCS, SCADA, WLL, microwave, cellular, paging, and two-way radio system design. Libraries of digital elevation models, location databases, shapefiles and other programs and data libraries are also sold to run in conjunction with the rf engineering software tools. Extensive options are available for software training. SoftWright also does in-classroom and on-location training on how to use their rf system design software as well as custom database preparation on a contractual basis.

**List of applicable Special Items Numbers, FSC Classes and FPDS Codes:**

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

**SIN 132-33 - PERPETUAL SOFTWARE LICENSES**

- FSC CLASS 7030 - INFORMATION TECHNOLOGY 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 D308 Programming Services
- FPDS Code D311 IT Data Conversion 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.

*Contractor's Name:*

**SoftWright LLC**  
1010 South Joliet, Suite 204  
Aurora, Colorado 80012-3150

Telephone : 303-344-5486

Fax: 303-344-2811

Email: [sales@softwright.com](mailto:sales@softwright.com)

Internet Address/Web Site: [www.softwright.com](http://www.softwright.com)

Contract Number: 35F0530R

Period Covered by Contract: April 29, 2005 to April 28, 2010

General Services Administration  
Federal Supply Service

Pricelist current through Modification #1, approved November 28, 2006.

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/>

Table of Contents

Information For Ordering Activities .....4

Terms and Conditions Applicable to Perpetual Software Licenses (Special Item Number 132-33) and Maintenance of Software (Special Item Number 132-34) for General Purpose Commercial Information Technology Software.....15

Terms and Conditions Applicable to Training Courses for General Purpose Commercial Information Technology Equipment and Software (Special Item Number 132-50).....26

Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51) .....30

Any descriptive information relating to the equipment and/or software offered (subject to the approval of the Contracting Officer) .....38

    SoftWright Licensing Agreement ....38

    General Ordering Information .....42

Products and Services Pricelist:.....46

    a. Brand Name, Model and/or Catalog Number (as applicable)

    b. Brief description of item

    c. Negotiated unit price (NET PRICE) for the product or service.

USA Commitment to Promote Small Business Participation Procurement Programs .....57

INFORMATION FOR ORDERING ACTIVITIES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal 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!<sup>TM</sup> on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!<sup>TM</sup> and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://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:**

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

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

Offerors are requested to check one of the following boxes:

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

**2. Contractor's Ordering Address and Payment Information:**

Ordering address: **SoftWright LLC, 1010 South Joliet, Suite 204, Aurora, Colorado, 80012**

Payment information: Checks are to be remitted to: **SoftWright LLC, PO Box 110021, Aurora, Colorado 80042-0021**. Electronic funds payment may be delivered through Central Contractor Registration (CCR).

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(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Voice telephone: **303-344-5486**, FAX: **303-344-2210**, or email at **[sales@softwright.com](mailto:sales@softwright.com)**

**3. LIABILITY FOR INJURY OR DAMAGE**

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

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

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **606465136**

Block 30: Type of Contractor – **B (Other Small Business)**

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): **84-1184361**

4a. CAGE Code: **1JNJ3**

4b. Contractor has registered with the Central Contractor Registration Database.

**5. FOB Destination**

**6. DELIVERY SCHEDULE**

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)	
132-33, 132-34	10 Days within US, 30 days outside US	
132-50, 132-51	As agreed between Contractor and Government agency	

Normal shipment for purchases under GSA contract will be via US Postal service at no additional cost to ordering activity. If second day or overnight Federal Express delivery is requested, see [shipping](#) information in pricelist for these cost details.

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

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

a. Prompt Payment: **0% - 0** days from receipt of invoice or date of acceptance, whichever is later.

b. Quantity – **15 % for new system purchase. For second and additional new software systems ordered at the same time and configured identically as the initial system a 45% discount is offered on the second and subsequent systems. For maintenance, training and professional information technology services we extend a 5% discount. Details are specifically listed in the price list of this Attachment 1.**

c. Dollar Volume – **an additional discount of 1% off list price if the entire purchase cost exceeds \$20,000; 3% if the GSA price exceeds \$50,000; 5% if the list price exceeds \$100,000 per order.**

d. Government Educational Institutions are offered the same discounts as all other Government customers.

e. Other **not applicable**

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: Packing suitable for exporting is standard.**

10. **Small Requirements:** The minimum dollar value of orders to be issued is **\$10**.

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 132-34 – 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

**12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404:**

**[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.]**

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

- a. Orders placed at or below the micro-purchase threshold. Ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider--
  - (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
  - (2) Trade-in considerations;
  - (3) Probable life of the item selected as compared with that of a comparable item;
  - (4) Warranty considerations;
  - (5) Maintenance availability;
  - (6) Past performance; and
  - (7) Environmental and energy efficiency considerations.
- c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

Review additional Schedule Contractors'

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

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

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

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

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

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

**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.
- (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 at open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

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:

No exceptions for overseas

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

## **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

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

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

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

## **21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, 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.softwright.com](http://www.softwright.com) \_\_\_\_\_

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

### **24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of 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.

**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. See section entitled **WARRANTY in the Softwright Licensing Agreement.**
- 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 **303-344-3270 (and email at [support@softwright.com](mailto:support@softwright.com))** for the purpose of providing user assistance and guidance in the implementation of the newly purchased software system. When the support time for the newly purchased software system has been expended, ordering activity may purchase additional metered support time for a fee. The technical support number is available during normal business hours, generally from **9:00 A.M. to 5:00 P.M. Mountain time.** Email support requests are always processed prior to telephone support requests.

4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:

See [Software Maintenance](#) Details in this Attachment

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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 maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. 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.

## 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. Complete detailed descriptions of the software module, required operating systems and recommended hardware specifications can be found at <http://softwright.com/products.html>. Complete schedule pricelist are found in this document. Below are details of each of the software modules offered:

### *Terrain Analysis Package (TAP)™*

#### *for Windows [W2K/XP](#)*

The Terrain Analysis Package (TAP) for Windows W2K/XP consists of twenty-seven modules that, when combined together, are tools that bring a broad capability of RF system design to your personal computer. The most fundamental module is the Basic Mapping Module. Basic Mapping will prepare path profiles with path line of sight and Fresnel Zone plots as well as HAAT calculations. For more sophisticated RF work you must add the RF Facilities Module and one or more of the TAP specialty modules. The benefits of each individual module are outlined below. We encourage you to read through the descriptions below and select the combination of modules that best suits your needs. For several examples of typical configurations of modules, [click here](#).

#### **Basic Mapping Module**

The Basic Mapping Module is the foundation module of the Terrain Analysis Package (TAP) for Windows W2K/XP. The [HD Mapper](#) (Hi-Definition Mapper) window in the Basic Mapping Module allows you to display geographic coordinates by moving the mouse over a map of the proposed coverage study. In addition to the displaying predicted coverage, you may include an unlimited number of layers of other information to be plotted. TAP 5 supports ESRI shapefiles, which have become the de facto standard of the GIS industry. Shapefiles can contain roads, street routings, civil boundaries, rivers and virtually any other type of geo-referenced data including data associated with that location such as population.

Included in the purchase of your TAP software will be a library of many shapefiles for the US. County boundaries, railroads, rivers and principal roads for the 50 US states are included. Each of these files is plotted in individual layers on the map. They can be easily turned on and off and moved to different orders to give great flexibility in the presentation of the results. Text can be easily added, edited and moved around the map.

You can move the mouse cursor over the map and read the geographic coordinates of the location of the cursor on the map. A completely new interface provides a simplified calculation and plot of the talk-back coverage area. You can also **import and plot actual geo-referenced measured field strength data** into the map window to be plotted with your predicted values. Given a distance and bearing from the designated site, you can compute the **latitude and longitude of the end-point of the path**. Conversions between geographic coordinates (latitude and longitude) and Universal Transverse Mercator (UTM) coordinates are provided. Bi-directional conversion between NAD27 and NAD83 is also supported.

This module provides access to SoftWright's TAP binary [topographic data files](#), Digital Elevation Models (DEMs), derived from USGS 3-second, NGDC 30-second data, USGS 30 meter data and the new NED 1-second and 1/3-second data, as well as Defense Mapping Agency (DMA) Digital Terrain Elevation Data (DTED) files with 3-second, 30-second and 1-second resolutions. The [SRTM](#) (Space Shuttle) data files are also supported throughout the world. You can also export an ASCII file of geographic area elevation data to be used with the optional [3D Display](#) module to draw the terrain in 3D.

**Path profiles** can be drawn showing elevations for the complete path. You can select any two points on a TAP map window and automatically plot a quick terrain profile between the points. You can also directly enter the exact geographic coordinates of both end points and plot a profile. Elevation values can be adjusted for any effective earth curvature value, including a "flat" earth. Radio path geometry studies can include line of sight and Fresnel zone plots for any combination of frequencies, antenna heights, Fresnel zone ratios and numbers, etc. Knife-edge diffraction losses, if present, are instantly calculated and displayed as you move the mouse across the plot of the path profile.

The **Basic Mapping Module** is the foundation module required for all TAP systems that do received signal level calculations. It can stand alone or may be used in conjunction with the many other modules described below. In order to calculate rf coverage maps you must have this module along with the RF Facilities Module listed below along with at least one propagation module.

### **RF Facilities Module**

This module allows you to build up a **database of both fixed location and mobile radio transmitting and receiving facilities**. Here you can save templates of typical configurations of antennas, transmission line, transmitters and receivers to be recalled for use at a later date to save time in data entry when setting up your rf studies. This fixed facility database can also be populated directly from your imported data previously entered into EXCEL, Access or ASCII files as well as from FCC databases using the Facilities Exchange File Format fully supported by both [Slattery Software](#) and [Percon Corporation](#). Using this module facilitates calculations to determine adequacy of received signal levels, taking into account receiver antenna gain and receiver system losses such as building and body losses. The RF Facilities Module provides not only a number of handy utilities but also the software hooks between the Basic Mapping Module's topo data reading and twenty-one other TAP specialty modules.

A large **library of over 3300 directional antenna patterns** from Celwave, Scala, Decibel and numerous other antenna manufacturers is included. If a specific pattern is not provided a newly-designed editor allows you to easily enter the antenna pattern information and retain it in a library for future use in coverage and link studies. Both azimuth and elevation patterns are used when available, permitting the accurate modeling of received signal levels close to the antenna and within the nulls of the pattern. User selected level and direction of beam tilt is fully supported. The TAP antenna pattern files can be printed as tabulations, and both the azimuth and elevation patterns can be plotted. You can import NSMA antenna pattern files, which are available from the FCC web site. In addition you can directly import manufacturer-supplied antenna pattern files

from Celwave, Sinclair and Decibel and import and export antenna patterns to and from ASCII files.

A large **library of transmission line types** from several manufacturers including Andrew and Times Microwave is provided. For a selected coaxial cable or waveguide type, length and frequency, you can compute the percent efficiency, dB loss and power rating of the line.

The **units conversion** functions include the various units for field strength such as dBu/dB $\mu$ V conversions as well as power density calculations, which are often required to demonstrate compliance with occupational safety requirements. The **Free Space Field** utility allows you to specify any two of the three parameters (power, distance, field strength) and the utility will calculate the third.

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## Propagation Modules

For area coverage maps you will need to select at least one of the following propagation modules *in addition to the Basic Mapping Module and the RF Facilities Module*. Each employs a separate and distinct method to calculate received field strength from a transmitter or repeater site. Each model has weaknesses and strengths. For a comparison of them check out [Propagation Module Comparison Paper](#). Many engineers choose to have two or three different propagation models in their tool chest in order to compare predicted results and thereby greatly increase their confidence in predicted field strength. If you start with only one, we generally recommend Longley-Rice for land based communication applications. We recommend Bullington, if you are doing air to ground communications. Please read the article above and make an informed choice of what will best serve you needs. For each propagation model you can customize and standardize as many differently detailed parameter configurations as you want. We have a listed a few brief comments about each available propagation module below. If you wish to do analysis of possible interference with coverage from multiple sites you might also consider adding the optional [Aggregate Coverage Module](#) described below.

### Longley-Rice Propagation Module

The [Longley-Rice model](#) is an implementation of many of the equations presented in the NTIA Tech Note 101. In addition to expected parameters such as frequency, effective radiated power (ERP), antenna pattern and antenna heights a number of other parameters unique to Longley-Rice are employed. These include such things as climate and soil conditions, ground conductivity and dielectric constant. The TAP program includes default values and suggested typical values to use if you do not have detailed information available for these constants. The program automatically calculates path elevations, effective antenna heights, horizon distances and terrain irregularity. Field intensity values are calculated at specified radial, tile or individual locations using basic median field and adjustments based on the Longley-Rice model.

### Bullington Propagation Module

In the [Bullington](#) model computed free space field strength is adjusted for obstruction attenuation for knife-edge diffraction based on the method described in "Radio Propagation for Vehicular Communications" by Kenneth Bullington (IEEE Transactions on Vehicular Technology, November 1977). Facility and path parameters (transmitter power, directional antenna, beam tilt,

earth curvature correction, antenna heights, etc.) are all user-specified to provide maximum flexibility in system design. Bullington is widely used for link and land mobile coverage and is the best model for air to ground prediction. It computes field intensity values at specified radial, tile or individual locations, based on terrain data for a site and path, transmitter power, directional antenna, etc., using free space field and the Bullington obstruction loss method.

### **Okumura Propagation Module**

The [Okumura](#) model computes basic median field strength and then adjusts for factors such as terrain, type of area (urban, suburban, open, etc.), terrain slope, etc. from the families of curves, as described in "Field Strength and its Variability in VHF and UHF Land-Mobile Radio Service", Review of the Electrical Communications Laboratory, Vol. 16, Numbers 9-10, Sep.-Oct, 1968, by Yoshihisa Okumura, et. al. The Okumura adjustments for area type, terrain slope, street orientation, etc., can be included or excluded individually from calculations. Facility and path parameters (transmitter power, directional antenna, beam tilt, earth curvature correction, antenna heights, etc.) are all user-specified to provide maximum flexibility in system design. Field intensity values are calculated at specified radial, tile or individual locations, based on terrain data for the site and path, transmitter power, directional antenna, etc., using basic median field and adjustments based on the Okumura method.

### **Rounded Obstacle Propagation Module**

The [Rounded Obstacle](#) model is based on Section 7 ("Diffraction Over a Single Isolated Obstacle") of Tech Note 101(*Transmission Loss Predictions for Tropospheric Communication Circuit*, 1967, NTIS), treating path obstructions as rounded obstacles as described in Section 7.2. In addition, methods from Section 9 ("Forward Scatter") are used to compute tropospheric scatter losses. The two loss components may be combined in any of several user-selected methods. Some of the source code for the model was adapted from the program QZGBT used for protecting the rf noise floor at the National Radio Astronomy Observatory (Green Bank WV) radio astronomy site.

### **Broadcast/SMR (Part 73) Propagation Module**

The Broadcast/SMR module of SoftWright's Terrain Analysis Package (TAP) uses topographic elevation information to compute height above average terrain (HAAT) from a specified site. This information is used to compute field strength from the  $f(50,50)$  and  $f(50,10)$  curves for FM and TV from Part 73 of the FCC Rules. Distances to a specified signal contour are calculated for SMR (specialized mobile radio) by appropriate deration of the Part 73 curves. It also calculates the  $f(50,90)$  field or contour for digital television filings in accordance with OET Bulletin No. 69, "Longley-Rice Methodology for Evaluating TV Coverage and Interference."

### **Carey Propagation Module**

The Carey module uses topographic elevation information to compute height above average terrain (HAATs) from a specified site. This information is used to compute field strength from the  $f(50,50)$  and  $f(50,10)$  Carey curves from Part 22 of the FCC Rules. Distance to service contours for Cellular Geographic Service Area (CGSA) are also calculated, as well as the calculations described in FCC Report and Order 94-201. The Carey Module also allows calculation of the  $f(50,90)$  values based on  $f(50,50)$  adjusted according to Figure 5 from R-6406.

### **Hata/Davidson Propagation Module**

The [Hata/Davidson](#) model uses developed empirical formulas derived from the many Okumura families of curves. The calculations depend upon which type of environment is present in the coverage area - urban, large city, small/medium size city, suburban or open area. Although Hata's model requires the inclusion of transmitting and receiving antenna heights it does not contain any of the path-specific corrections included in the more detailed Okumura Propagation model.

### **Egli Propagation Module**

The [Egli](#) module is an implementation of John Egli's methodology published in October, 1957 in the Proceedings of the IRE. This model is derived from measured data out to a distance of approximately 50 miles and over gently rolling terrain with average hill heights of approximately 50 feet. It relies on frequency, distance and heights of transmitting and receiving antennas. It does not rely on localized path elevation data.

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## **Additional Optional Modules to Consider**

### **3D Display Module**

The 3D Display module allows TAP to view coverage maps and other graphics draped over the three-dimensional surface of the terrain where it is calculated. Topographic maps and aerial photos may also be overlaid onto the surface. For full details [click here](#).

### **Shadow Map Module**

The [Shadow Map Module](#) identifies locations, which are 1) shadowed by terrain or obstructions, 2) locations which have line of sight, but obstructions within the 0.5 first Fresnel zone for a specific frequency, and 3) locations that have clear line of sight with no obstructions within the 0.5 first Fresnel zone. For specified transmit and receive antenna heights, you can plot the shadowed areas around a site. Using this tool will also greatly ease the location of unobstructed paths for distant receivers from a particular site for applications such as microwave and SCADA. Results are dependent upon antenna heights, frequency, terrain, obstructions and path geometry. Received field strength is not calculated within this module.

**TAP Pattern Distortion modeling will calculate horizontal plane antenna pattern distortion present when a vertically polarized omni-directional antenna is side-mounted on a metal tower.**

### **Pattern Distortion Module**

The [Pattern Distortion module](#) will model the horizontal plane pattern distortion of a side mounted, vertically-polarized, omni-directional antenna when mounted on a metal tower structure. It uses the mounting orientation and distance from the tower, as well as the size and type of tower, frequency and nominal gain. This modeled pattern can then be plotted and saved to your antenna pattern library and used later to improve accuracy when calculating area coverage.

### **Stacked Antenna Module**

The [Stacked Antenna](#) module will add multiple vertically-stacked horizontal plane directional antenna patterns (with different powers and major lobe azimuths) and calculate an approximate

composite pattern. Propagation modules can use this resultant antenna pattern for computing field strength values. It is not to be used with horizontal arrays.

### **Aggregate Coverage Module**

The [Aggregate Coverage](#) module takes the TAP propagation module results from multiple area coverage studies and calculates a new resultant area coverage. This aggregate coverage reflects the combination of multi-site and/or multi-frequency area coverages in a particular region to provide best server net coverage, as well as Simulcast Delay Spread (SDS) coverage. Areas of specific carrier to interference levels (C/I) may be calculated with this module and plotted. A very flexible Composite Study option will calculate the maximum or best server studies from any combination of any previously calculated individual coverage studies.

### **Map Crossing Module**

Given a set of transmitter and receiver geographic coordinates, the Map Crossing module will calculate distance and bearing, crossing points on the maps and a list of required topographic maps (if the path is in the US). This greatly facilitates the preparation of paper maps for a field inspection of a proposed or problematic path. The module supports multiple map scales, calculates corner coordinates for all maps on path, calculates distance from corner coordinates to plot entrance and exit of path on map and calculates path distance at point of crossing.

### **Microwave Reliability Module**

The [Microwave Reliability](#) module provides a flexible, easy-to-use tool for designing and evaluating microwave link reliability. It provides calculations of various models of rain attenuation up to 100 GHz, air absorption, path climate and terrain factors, fade margin, reliability, outage, frequency and space diversity improvement. Performance can be calculated for both digital and analog links. Using the flexibility of the RF facilities database in TAP, transmit and receive sites can be evaluated in different combinations of locations and equipment configurations to find the best design for each site and the best overall route for multiple site installations. You can print summaries of various site equipment configurations and path parameters to document the design process and the predicted reliability of the proposed facilities.

### **Antenna Elevation Module**

The [Antenna Elevation](#) module will calculate a suitable antenna elevation above ground level for both transmit and receive antennas for a fixed point radio link using user-specified criteria at both ends and along the path. You can design for clearance of any ratio of any Fresnel zone plus an additional specified clearance if desired. You can fix the transmit end and then calculate the minimum receive antenna height. You can also define a possible range of transmit antenna heights and calculate the resulting receiving heights. It will allow you to select a particular combination of antenna heights and then will link to the Basic Mapping Module and plot the selected combination of antenna heights on the path profile.

### **Reflection Analysis Module**

The [Reflection Analysis module](#) will locate potential reflection points along a path and evaluate the potential destructive interference on the received signal. For each point along the path, the antenna heights and path elevation at the point are used with Figures 7A and 7B from Lenkurt.

The reflection point distance for that path elevation is determined for both 2/3 (Figure 7A) and 4/3 (Figures 7B) earth curvature.

### **VHF/UHF Reliability Module**

The [VHF/UHF Reliability](#) module provides a flexible, easy-to-use tool for designing and evaluating link reliability in both UHF and VHF bands. It provides calculations of received signal level and fade margin. Using the flexibility of the RF facilities database in TAP, transmit and receive sites can be evaluated in different combinations of locations and hardware configurations to find the best design for each site and the best overall route for multiple site installations. Several propagation models calculate received field strength and you can select the calculation that you believe is the most realistic prediction for the path. With this module you can print summaries of various site equipment configurations and path parameters to document the design process and the predicted fade margin of the proposed facilities.

### **AutoPath Module**

The [AutoPath](#) module enables TAP to automate setting up path specifications eliminating manual data entry. The program can then plot a path profile for each specified path, as well as compute the field strength value at the end of the path. You can define path information from a single transmitter site, or for a different transmitter site for every path. The path information (end point coordinates, antenna heights, earth curvature, transmitter ERP, etc.) can be entered manually into TAP, or you can import the values from another source, such as an Excel spreadsheet or Access database.

### **Land Use Module**

The [Land Use module](#) enables you to import USGS Land Use Land Cover (LULC) files and then use them in the analysis of your radio coverage predictions and link designs. You can define loss values for any frequency ranges for each specified type of land use to permit the inclusion of very localized environmental conditions in predicted system performance. For areas in the continental US (excluding AK and HI) we can supply an optional prepared database on CD-ROM. For other areas the software facilitates your preparation of your own LULC database to be used in the software.

### **Topo Utilities Module**

The Topo Utilities module will import USGS formatted ASCII files in their 3" and 30 meter DEM resolutions and convert them to the TAP binary format for use in TAP. An editor for TAP binary formatted topo data files (30", 3" and 30 meter) will allow you to modify the contents of these files to make individual corrections of anomalies in these files. A viewer will allow you to graphically view any of these TAP binary formatted files one at a time.

### **Intermodulation Products Module**

The Intermodulation Products module is used to compute intermodulation products as a function of frequencies and other transmitter and receiver specs you enter manually or import from your own database. After executing your study, run the intermod report generator to filter and sort your results in order to isolate intermod problems that are likely to occur. See more details about the [Intermodulation Products module](#).

### **Asset Manager Module**

The Asset Manager can operate stand alone but will share the data already stored in the RF Facilities Fixed Facility Database on all your equipment. You can organize the technical information, maintenance schedules, equipment inventory including details such as serial numbers, space rental contracts, FCC license expiration dates, digital photos and a multitude of other items. See more details about the [Asset Manager](#).

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### ***Minimum Hardware Recommendations***

Windows W2K/XP with 256 MB ram minimum. Both Microsoft DirectX and .NET must be installed. (Note: [Windows 95 and NT](#) are not supported. If you are using Windows 98 be advised that we recommend that you upgrade your operating system to either W2K or XP)

700 MHz Pentium minimum (with graphical hardware acceleration supporting DirectX version 9 is also required)

Approximately 1.0 GB disk space minimum

CD-Rom drive

*Because TAP performs intensive engineering calculations, more ram and increased processor speed will be beneficial.*

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

This contract does not authorize any unlimited quantity right-to-copy license for the software beyond that specified in the SoftWright Licensing Agreement. Pricing for multiple systems are listed under Product Code C (New additional systems) [Table B](#) of this pricelist.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE  
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support 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. See Table F below for cost and options for training.

**Software Training and Instruction Options**

Type of TAP Software Training	Order ID	Cost
Quarterly TAP Engineering Seminar held in SoftWright’s Conference Center in Aurora CO (two days in length)	TAPSEM	\$1244.26 per person (5 person minimum per seminar)
TAP Engineering Seminar held out of SoftWright’s offices	TAPSEMLOC	\$1531.40 per person plus travel, food and lodging expenses for SoftWright teaching staff. (5 person minimum per seminar)
Individualized training in our SoftWright office	TRAIN	\$957.12 per person per day.
Individual training out of SoftWright’s office	TRAINLOC	\$957.12 per day per person plus travel, food and lodging expenses for SoftWright teaching staff
Required training computer rental cost if attendee (student) in Aurora, Colorado, cannot provide computer	RENTCOMP	\$153.14 per computer

TABLE F – SOFTWARE AND TRAINING OPTIONS

## 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. **Each student is required to furnish a notebook computer with the software installed on it for training. If the student (or ordering activity) is unable to do so, the student must notify the contractor and request that he be provided a rental computer for the training and pay the required rental fee in accordance with price schedule on this list. See page 27.**
- 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); See description under Software Training and Instruction and TAP Software Engineering Seminar.
  - (2) The length of the course; **(in most cases two days in length)**
  - (3) Mandatory and desirable prerequisites for student enrollment; **(generally, one who has been tasked with using the Terrain Analysis Software for radio system design responsibilities)**
  - (4) The minimum and maximum number of students per class; **(generally 1-20 students)**
  - (5) The locations where the course is offered; **(typically at the SoftWright Conference Center, Aurora, Colorado, USA )**
  - (6) Class schedules; **(Class schedules for training dates are posted on our web site.)** and
  - (7) Price (per student, per class (if applicable)). See Table F above.
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses, must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

## 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.

**SoftWright provides Internet-based on-line training as well as computerized training with the software at no charge. Support is also provided by searching the on-line web site for answers to many frequently asked questions at no additional cost to ordering activity.**

<b>TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)</b>
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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. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)  
(G-FCI-920) (MAR 2003)

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence.

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering activities shall—

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the

scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

- (i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.
- (ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.
- (iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.
- (iv) Ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—

- (1) Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.
  - (i) **SINGLE BPA:** Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) **MULTIPLE BPAs:** When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.

(2) **Review BPAs Periodically:** Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

(e) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

#### 4. ORDER

a. Agencies may use written 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.

#### 5. 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/EC 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.

#### 6. 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.

## 7. 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.

## 8. 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.

## 9. 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.

## 10. 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.

## 11. 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.

## 12. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC 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.

## 13. 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.

## 14. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

## 15. 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.

## 16. 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.

## 17. DESCRIPTION OF IT SERVICES AND PRICING

## INDIVIDUAL SUPPORT AND CUSTOM SOFTWARE MODIFICATIONS OR DATABASE DEVELOPMENT SERVICES

For specific details about software technical support see [Product Support](#) in this document. Details for custom software modification or database development will be outlined in a separate written agreement with cost identified and mutually agreeable to both buyer and contractor. Contractor will provide labor from personnel qualified to efficiently do the work in a timely manner.

### INDIVIDUAL SUPPORT AND CUSTOMER SOFTWARE MODIFICATION AND DATABASE DEVELOPMENT SERVICES

Service	Order ID	Cost
Individual <b>software support</b> for customer with current software maintenance subscription	SPTWM	\$191.43 per 2.0 hour time blocks
Individual <b>software support</b> for customer without current software maintenance subscription	SPTWOM	\$478.56 per 2.0 hour time blocks
Custom Software modifications or database development	MODS	\$191.43 per hour or according to specifically negotiated contract

TABLE A – INDIVIDUAL SUPPORT AND CUSTOMER SOFTWARE MODIFICATION  
AND DATABASE DEVELOPMENT SERVICES

## **DESCRIPTIVE INFORMATION RELATING TO THE SOFTWARE OFFERED**

### **SOFTWRIGHT LICENSING AGREEMENT**

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SoftWright agrees to provide Documentation to the Licensee on the machine-readable media on which the Software is provided for support. The Documentation shall consist of instructions for installation and operation of the Software including an operating tutorial as well as answers to frequently asked questions ("FAQs"). The Documentation, including periodic additions of answers to FAQs, are also available on the SoftWright web site ([www.softwright.com](http://www.softwright.com)). The Documentation provided to the Licensee including the updated documentation on SoftWright's web site is provided without charge as access to it is included in the price for the Software. However, individual responses to inquiries by telephone or e-mail concerning application or operation of the Software are only available through a separate service contract.

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It is agreed that the laws of Colorado shall apply to any interpretation or enforcement of this Agreement and that this Agreement is entered into in the County of Arapahoe, Colorado, USA.

#### TRANSFER OF LICENSE

The License may be transferred to another party only with the expressed, written consent of SoftWright-(\*2). The transfer must be accomplished using a Transfer Agreement from SoftWright, signed by authorized representatives of SoftWright, the current Licensee, and the new licensee. The transfer will only be completed after the Licensee has destroyed all files, disks, documentation, and all other materials included in the License but not transferred to the new licensee. SoftWright reserves the right to charge a transfer fee for any transfer of the License.

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#### SURVIVABILITY

If any provision(s) of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions of this Agreement shall not be affected.

#### ATTORNEY'S FEES

In any suit or other action under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and associated expenses at trial and on appeal.

\*1 - Some databases may be licensed by SoftWright from others and, if so, the License is not to be deemed a "sublicense" (meaning any rights other than the right to use and only use such data bases) as to such data base license.

\*2 - Only databases derived from US government public domain sources may be transferred. Databases derived from commercial and international may not be transferred.

Software License Revision date 20020619

## General Ordering Information

SoftWright strives to ensure that all our software tools are accurate, reliable and that these tools are regularly enhanced in accordance with the standards of good engineering practice as well as emerging technologies. We provide both ongoing software advances and product support for our customers at several levels depending entirely upon the preference of each individual user. Some of these advances and support options are provided at no additional cost beyond the original purchase of the software license. Once you have made the initial purchase of the license to use SoftWright's products, you are not required to have any additional ongoing expenses. Other options provide your software with major enhancements and our users with responsive individualized training and support. There is an additional cost for these additional benefits. With each purchase of our tools and with individuals using them, the customer makes a choice as to what their specific needs are. The ones who elect to learn to use the tools by using the web-based instructions do not subsidize the cost of those who desire more individualized instruction.

### Initial Software License Purchase

SoftWright sells its customers a license to use its rf engineering software products. We do not sell you the software itself. Like most software purchases, the actual software and supporting documentation remain the exclusive property of the software company. In most cases the SoftWright license is for use on one primary computer and a backup system which is usually a notebook computer. You agree to use the systems one at a time. The license you purchase is for the version of the software that is the current release at the time of license purchase. You may use this licensed software for as long as you desire. For an overview of our rf software tools see our [products](#) web page. There are no future hidden costs to continue using the software. From time to time we issue new software maintenance releases. These releases contain any modifications necessary to fix identified problems in the software. There is no charge for any of these maintenance releases. They may be downloaded from our web site and installed anytime. If and when you contact our support department with a question, one of the first things that they will ask you to do is to be on the current maintenance release. You will always benefit yourself by taking advantage of this no-cost benefit with all our software products. We also offer an optional [annual software maintenance subscription](#) if you wish to also automatically receive the major changes and enhancements in the software.

As a new licensee of a SoftWright software system, you will be provided 30 minutes of [product support](#) time at no additional cost to be used within twelve months following the purchase.

The license for the software is something that you own. If at any time in the future you wish to no longer use the licensed software and you wish to transfer that license to someone else, you may do so with the written consent of SoftWright. Please contact us and request the proper form to transfer a license.

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SoftWright provides two levels of software maintenance. When you purchase a license to use any of SoftWright's products, you are licensed to use the version and release that is current when you make the purchase. The diligent maintenance of software development is critical in order to satisfy

the changing needs of the rf community, changing technology and the variety of emerging operating systems. For that reason, we offer the following options from which you may decide what is best for your particular situation. The maintenance releases are provided to all users at no additional cost. This permits you to download all bug fixes. The Annual Software Maintenance Subscription replaces our historic annual upgrade costs. With this you receive the enhancements that have been added since the purchase of the initial software license as well as all upcoming enhancements for one year from the date of purchase of the Annual Software Maintenance Subscription. Enhancements and improvements in the software will be immediately released into use as they complete beta testing, rather than being held back pending the release of the next year's upgrade. This means you will see not only the development changes since the last major version release, but will benefit from the advances throughout the year, rather than wait until we have sufficient enhancements added to then specify a version change.

***Software Maintenance Releases*** - no charge

- Maintenance releases available for download (bug fixes only)
- [View bug fix release notes.](#)

***Annual Software Maintenance Subscription*** (one year from date of purchase, renewable) normally 20% current purchase price. (See Product Code D)

- Maintenance releases available for download (bug fixes only)
- Minor software enhancements during the term of subscription
- All major version upgrades that occur during the term of subscription
- Automatic receipt of several updated cds with current release and version of software
- Included with the cost of the Software Annual Maintenance Subscription is *two hours of individual product support* which expires at *twelve months* from your subscription starting or renewal date. Additional hours, if needed are available at a discounted hourly rate. (See SoftWright User Support Option in the price list.)
- Existing customers will be upgraded to the current release version of the software upon purchase of the Software Maintenance Subscription.

## **TAP Software Engineering Seminars**

The TAP Engineering seminar is two full days of rf engineering instruction on how to design paging, land mobile, PCS, cellular, SCADA, microwave and FM/TV broadcast transmitting facilities, intermodulation prediction and treatment as well as the Asset Management software. In the sessions, you will operate the Terrain Analysis Package (TAP) rf system design software to solve numerous RF related problems under the direction of seasoned TAP users. There is also a strong emphasis on how to formulate necessary engineering judgments in order to successfully design reliable rf systems. Many actual land mobile and microwave radio system design problems will be used to teach how to apply both the engineering principles and [Terrain Analysis Package](#) software tools.

Normally Scheduled TAP Engineering Seminar Content  
(all seminar content subject to change)

- Introductory Subjects
- New User Introduction
- Overview of TAP system operation
- Fundamentals of RF System Design
- RF Propagation Models: Overview and Comparison
- Operation of the Terrain Analysis Package Software
- Using TAP for 3-D plots of terrain and field strengths
- Online resources available for support of RF system design solutions
- System Design Subjects
- Predicting Omni-directional Antenna Mounting Distortion
- Using Directional Antenna Files
- RF field strength adjustments, body losses, dBu field strength units conversions
- Calculation and presentation of rf coverage maps
- Designing diversity microwave links including reflection analysis and antenna height necessary for clearance
- Designing VHF and UHF point to point and SCADA links
- Finding, Solving, and Preventing Intermod Problems - (electromagnetic compatibility issues)
- Show and Tell presentations by numerous professionals in the telecommunications industry
- Use of Asset Manager to document construction and equipment maintenance at radio transmitter sites
- Open Discussion Forums

### **Continuing Education Units (CEUs)**

Appropriate CEUs will be awarded for attendance at this TAP Software Engineering Seminar with certificate provided.

### **Credit for Customer Support**

As an attendee of a TAP Software Engineering Seminar, you will be provided 30 minutes of TAP product support time at no additional cost to be used within twelve months of attending the seminar.

### **SoftWright User Support Options**

After you acquire quality software, there is nothing more important than receiving support to you get answers to your specific questions about how to use the software. At SoftWright the persons answering your support questions are the ones who write the software.

#### *Product Support*

The purpose of support is to help all our customers learn to use the software tools to get their work done efficiently. Generalized support by using the exhaustive FAQs and searching capability of our web site is available for *all* persons at no additional cost. The fastest way to receive an answer to your support question will be to use the [search feature](#) on our web site. The search feature searches every word of text that is on the web site. We have prepared hundreds of clear answers to virtually all the repeatedly asked questions.

Both individuals and companies purchase software licenses and software maintenance agreements, but support is for *designated individual users* who are tasked with running the software. Support is always best provided when you are on the latest version and maintenance release of our software. Older versions, while great in their time, do not embody the current capabilities of the software will be supported to the extent possible, but at a fee that is higher than those whose software is on the current version. While, everyone has unlimited access to our web site support at no charge, *each person* requesting individual support must have a prearranged prepaid contract for this individualized support. If you have purchased individualized support, the next fastest response will be in response to emails sent to [support@softwright.com](mailto:support@softwright.com). Almost all technical support answers will be provided using email. Individuals for whom individualized support may extend the available fee-based support to other authorized users of the software upon request. This is generally limited to other authorized users running within the same agency or specifically authorized contractors selected by the agency.

Telephone support is provided only when necessary *as determined by the support department*.

*The following are the options for support that we offer:*

**Bronze Support Level** - (no charge)

- Web support using FAQs and searching normally available 24 hours/day - 7 days per week
- no individualized email or telephone support at this level

**Silver Support Level Annual Contract** - individualized product support for customers whose software *is not* on the Software Maintenance Subscription.

- Web support using FAQs and searching normally available 24 hours/day - 7 days per week
- 2 hours of metered email and/or regular business hours telephone support per year for installation and operational questions (this is not for rf consulting services) (additional time may be purchased in two hour blocks.)

**Gold Support Level Annual Contract**- individualized product support for customers whose software *is* on the Software Maintenance Subscription.

- Web support using FAQs and searching normally available 24 hours/day - 7 days per week
- 2 hours of metered email and/or regular business hours telephone support per year for installation and operational questions (this is not for rf consulting services) (additional time may be purchased in two hour blocks.)

## Terrain Analysis Package (TAP)<sup>TM</sup> Software Pricelist and Related Services

The Current Version of the Terrain Analysis Package (TAP) for Windows W2K/XP consists of twenty-seven modules that, when combined together, are tools that bring a broad capability of RF system design to your personal computer. The most fundamental module is the Basic Mapping Module. Basic Mapping will prepare path profiles with path line of sight and Fresnel Zone plots as well as HAAT calculations. For more sophisticated RF work you must add the RF Facilities Module and one or more of the TAP specialty modules. The benefits of each individual module are outlined in our TAP products page on the web site. We encourage you to read through the descriptions on that page of our web site and select the combination of modules that best suits your needs.

Software Purchase Orders must include both the order ID and the product code. (For example - BM-B, BM-D, RF-B) Products codes A, B, and C are for software and are defined as follows:

**Product Code A** – Price of the individual module to be added to an existing TAP software system.

**Product Code B** – Price of the individual module when a new *TAP system with its own serial number* is purchased.

**Product Code C** – When new TAP systems are purchased in quantities of more than one and at the same time, for the same agency and each system is configured identically, use Product Code C for the second or all additional systems. (The initial system ordered requires the use of Product Code B.)

**Product Code D** is for an annual software maintenance agreement for that particular module. There are no volume discounts. Should a software maintenance agreement be purchased, maintenance must be purchased for each licensed software module on each system.

If the existing license is not on an annual software maintenance subscription, this must be purchased for all existing licensed modules using Product Code D listed below, before a new module may be added. All versions of all the modules must always be the same within a TAP system. A maintenance subscription for all newly added modules must also be purchased at the same time, placing all licensed software modules under the same maintenance subscription period.

### Terrain Analysis Package (TAP)<sup>TM</sup>

TAP Software Options	Order ID	Product Code A (individual pricing)	Product Code B (new system)	Product Code C (new additional systems)	Product Code D (annual software maintenance)
TAP Basic Mapping Module	BM	\$1158.12	\$1036.21	\$670.49	\$231.62
TAP RF Facilities Module	RF	\$1600.31	\$1431.86	\$926.50	\$320.06
TAP Longley-Rice	LR	\$1452.92	\$1299.98	\$841.16	\$290.58

Propagation Module					
TAP Bullington Propagation Module	BU	\$1452.92	\$1299.98	\$841.16	\$290.58
TAP Okumura Propagation Module	OK	\$1452.92	\$1299.98	\$841.16	\$290.58
TAP Rounded Obstacle Propagation Module	RO	\$1452.92	\$1299.98	\$841.16	\$290.58
TAP Broadcast Propagation Module	BC	\$989.67	\$885.49	\$572.97	\$197.93
TAP Carey Propagation Module	CC	\$989.67	\$885.49	\$572.97	\$197.93
TAP Hata/Davidson Propagation Module	HD	\$989.67	\$885.49	\$572.97	\$197.93
TAP Egli Propagation Module	EG	\$989.67	\$885.49	\$572.97	\$197.93
TAP 3D Display	3DD	\$499.62	\$447.03	\$289.25	\$99.92
TAP 3DD Upgrade from Surfer	3DDU	\$157.93	Not applicable	Not applicable	\$99.92
TAP Shadow Map Module	SM	\$421.14	\$376.81	\$243.82	\$84.23
TAP Pattern Distortion Module	PD	\$421.14	\$376.81	\$243.82	\$84.23
TAP Stacked Antenna Module	SA	\$194.30	\$173.84	\$112.49	\$38.86
TAP Aggregate Coverage Module	AC	\$857.58	\$767.31	\$496.50	\$171.52
TAP AutoCoverage Module	ACV	\$526.42	\$471.01	\$304.77	\$105.28
TAP Map Crossing Module	MC	\$236.41	\$211.52	\$136.87	\$47.28
TAP Microwave Reliability Module	MR	\$1052.84	\$942.01	\$609.54	\$210.57
TAP Antenna Elevation Module	AE	\$357.96	\$320.28	\$207.24	\$71.59
TAP Reflection Analysis Module	RA	\$431.66	\$386.23	\$249.91	\$86.33
TAP VHF/UHF Reliability Module	VUR	\$1052.84	\$942.01	\$609.54	\$210.57
TAP AutoPath Module	AP	\$357.96	\$320.28	\$207.24	\$71.59
TAP Land Use Module	LU	\$547.48	\$489.85	\$316.96	\$109.50
TAP Topo Utilities Module	TU	\$246.94	\$220.94	\$142.96	\$49.39
TAP Intermodulation Products Module	IM	\$910.23	\$814.41	\$526.97	\$182.05

TAP Asset Manager	AM	\$1815.67	\$1624.54	\$1051.18	\$363.13
TAP Complete Terrain Analysis Package	TAPC	Not applicable	\$20094.84	\$13002.54	\$4491.79
Complete Terrain Analysis Package plus complete US NED data and CONUS Land Use CD	TAP-NED-LUCD	Not applicable	\$23344.78	\$15105.45	Not applicable

TABLE B - TERRAIN ANALYSIS PACKAGE SOFTWARE – TAP

### Software Data Library Files

Data Library Files	Order ID	Product Code E (Original Data Sets)	Product Code F (Additional Data Sets)
Block of 30-second topo data*	30SEC	\$9.57	\$5.54
North America 30-second topo data	30SECNA	\$191.43	\$110.83
South America 30-second topo data	30SECNA	\$191.43	\$110.83
Europe/Asia 30-second topo data	30SECEA	\$191.43	\$110.83
Africa 30-second topo data	30SECAF	\$191.43	\$110.83
Australia 30-second topo data	30SECAU	\$191.43	\$110.83
Antarctica 30-second topo data	30SECAN	\$191.43	\$110.83
All available 30-second topo data	30SECALL	\$957.13	\$554.13
Blocks of 3-second US and SRTM topo data*	3SEC	\$43.07	\$24.94
US 3-second topo - Northeast	3SECNE	\$430.71	\$249.36
US 3-second topo - Southeast	3SECSE	\$430.71	\$249.36
US 3-second topo – Midwest	3SECMW	\$430.71	\$249.36
US 3-second topo – Southwest	3SECSW	\$430.71	\$249.36
US 3-second topo – Rocky Mt.	3SECRM	\$430.71	\$249.36
US 3-second topo – West Coast	3SECWC	\$430.71	\$249.36
US 3-second topo – Alaska	3SECAK	\$430.71	\$249.36
All US 3-second topo	3SECALL	\$1435.69	\$831.19
3-second SRTM topo by region (country or continent)		See <a href="#">Table E</a> below	See <a href="#">Table E</a> below

All available 3-second SRTM topo for the world	SRTMALL	\$7178.44	\$4155.94
Quads of 30-meter topo		See <a href="#">Table D</a> below	See <a href="#">Table D</a> below
US 30-meter topo by region (specify)	30MREG	\$717.85/CD	\$415.59
US 1-second NED topo – CD-ROM by region (specify)	NEDUSREG	\$143.57/CD	\$83.12
US 1-second NED topo – lower 48 states on USB hard drive	NEDCONUS	\$2201.39	\$1274.49
US 1-second NED topo – all 50 states on USB hard drive	NEDALL	\$3158.51	\$1828.62
Shapefiles for streets by US state (specify)	SHAPEST	\$143.57	\$83.12
Shapefiles for streets all 50 US states	SHAPE50ST	\$3589.22	\$2077.97
2000 Population Count Files – All 50 US States	POP50ST	\$4307.06	\$2493.56
2000 Population Count Files – 6-US-State Region	POP6ST	\$957.13	\$554.13
2000 Population Count Files – 1-US-State Region	POPST	\$239.29	\$138.53
Land Use files (Areas same as 30-meter CD-ROM) (specify)	LUREG	\$95.71	\$55.41
Land Use files for 48 CONUS`	LUCONUS	\$473.77	\$274.29

TABLE C – SOFTWRIGHT DATA LIBRARY FILES

\* When individual blocks of data are ordered the purchase order must specify the latitude and longitude of the SOUTHEAST corner of the block for topography data, except if SRTM data is ordered, the latitude and longitude of the SOUTHWEST corner must be specified for each block ordered.

Notes: The purchase price of the above items will be using Product Code E, except when multiple copies are ordered for the same agency at the same time, Product Code F is used for subsequent purchases after the first copy is purchased under Product E Code.

Topographic data will generally be delivered in SoftWright binary format. USGS ASCII format versions of 3-second and 30-meter CD sets are available for an additional charge. 3-second and 30-second data are sold in one (1) degree by one (1) degree blocks on whole number latitude and degree intervals. The 30-meter files generally correlate directly with 7 ½” USGS paper topographic maps. Small quantity orders may be delivered via email if requested.

**US - 30-Meter Topographic Data Files – DEMS (digital elevation models)**

Quantity of <b>30M</b> Files – purchaser must specify file names or otherwise identify the files with order	Order ID	Cost per file
1	30M-1	\$38.29
2-5	30M-2	\$21.06
6-10	30M-6	\$15.31
11-15	30M-11	\$12.44
16-20	30M-16	\$11.01
21-30	30M-21	\$9.57
31-50	30M-31	\$8.14
51-100	30M-51	\$7.18
101-200	30M-101	\$6.70
201-500	30M-201	\$3.35
501-1000	30M-501	\$0.96
1001-5000	30M-1001	\$0.86
5000+	30M-5001	\$0.77

TABLE D – 30 METER TOPOGRAPHIC DATA FILES –DEMS (DIGITAL ELEVATION MODELS)

**International Topographic Data - DEMS (digital elevation models) By Country And Continent**

<b>All best available topo data for the world</b> – includes world SRTM (3-second), world 30-second data and NED data for US, 30-meter for Trinidad and Tobago and Caracas	Order ID BESTWORLDTOPO	\$13064.76
All SRTM (3-second) topo data for the world (single copy)	SRTMALL-E	\$7178.44
All SRTM (3-second) topo data for the world (multiple copies)	SRTMALL-F	\$4155.94
<b>ALL OF SOUTH AMERICA</b>	SRTMSOUTHAMERICA	\$4450.63
Argentina	SRTMARGENTINA	\$669.99
Barbados	SRTMBARBADOS	\$43.07
Bolivia	SRTMBOLIVIA	\$478.56

Brazil	SRTMBRAZIL	\$669.99
Chile	SRTMCHILE	\$574.28
Colombia	SRTMCOLOMBIA	\$478.56
Ecuador	SRTMECUADOR	\$478.56
Falkland Islands	SRTMFALKLANDISLANDS	\$201.00
French Guiana	SRTMFRENCHGUIANA	\$268.00
Grenada	SRTMGRENADA	\$43.07
Guyana	SRTMGUYANA	\$306.28
Martinique	SRTMMARTINIQUE	\$86.14
Paraguay	SRTMPARAGUAY	\$478.56
Peru	SRTMPERU	\$574.28
St. Lucia	SRTMSTLUCIA	\$86.14
St. Vincent	SRTMSTVINCENT	\$86.14
Suriname	SRTMSURINAME	\$248.85
Trinidad & Tobago (SRTM)	SRTMTRINIDADTOBAGO	\$134
Trinidad & Tobago (30-meter)	30MTRINIDADTOBAGO	\$861.41
Uruguay	SRTMURUGUAY	\$296.71
Venezuela	SRTMVENEZUELA	\$478.56
Caracas (30-meter)	30MCARACAS	\$717.84
<b>ALL OF CENTRAL AMERICA</b>	SRTMCENTRALAMERICA	\$1914.20
Antigua	SRTMANTIGUA	\$134.00
Bahamas	SRTMBAHAMAS	\$315.86
Barbados	SRTMBARBADOS	\$43.07
Belize	SRTMBELIZE	\$229.71
Cayman Isles	SRTMCAYMANISLES	\$86.14
Costa Rica	SRTMCOSTARICA	\$268.00
Cuba	SRTMCUBA	\$315.86
Dominica	SRTMDOMINICA	\$43.07
Dominican Republic	SRTMDOMINICANREPUBLIC	\$258.43
El Salvador	SRTMELSALVADOR	\$229.71
Grenada	SRTMGRENADA	\$43.07
Guadeloupe	SRTMGUADELOUPE	\$43.07
Guatemala	SRTMGUATEMALA	\$315.86
Haiti	SRTMHAITI	\$239.29
Honduras	SRTMHONDURAS	\$344.57
Jamaica	SRTMJAMAICA	\$167.49
Nicaragua	SRTMNICARAGUA	\$330.21
Panama	SRTMPANAMA	\$287.14
Puerto Rico	SRTMPUERTORICO	\$201.00
St. Lucia	SRTMSTLUCIA	\$86.14

St. Vincent	SRTMSTVINCENT	\$86.14
<b>ALL OF MEXICO</b>	SRTMMEXICO	\$1435.69
<b>ALL OF CANADA</b>	SRTMCANADA	\$2871.38
Alberta	SRTMALBERTA	\$478.56
British Columbia	SRTMBRITISHCOLUMBIA	\$478.56
Manitoba	SRTMMANITOBA	\$478.56
New Brunswick/Nova Scotia	SRTMNEWBRUNSWICKNOVASCOTIA	\$239.29
Newfoundland/Labrador	SRTMNEWFOUNDLANDLABRADOR	\$478.56
Northwest Territories	SRTMNORTHWESTTERRITORIES	\$239.29
Ontario	SRTMONTARIO	\$478.56
Quebec	SRTMQUEBEC	\$478.56
Saskatchewan	SRTMSASKATCHEWAN	\$478.56
Yukon	SRTMYUKON	\$143.57
<b>ALL OF ASIA</b>	SRTMASIA	\$2871.38
Afghanistan	SRTMAFGHANISTAN	\$478.56
Andaman	SRTMANDAMAN	\$86.15
Azerbaijan	SRTMAZERBAIJAN	\$358.92
Bahrain	SRTMBAHRAIN	\$86.15
Bangladesh	SRTMBANGLADESH	\$258.42
Belarus	SRTMBELARUS	\$478.56
Bhutan	SRTMBHUTAN	\$248.85
Brunei	SRTMBRUNEI	\$134.00
China	SRTMCHINA	\$669.99
Cyprus	SRTMCYPRUS	\$129.21
Georgia	SRTMGEORGIA	\$244.06
Hong Kong	SRTMHONGKONG	\$86.15
India	SRTMINDIA	\$669.99
Indonesia	SRTMINDONESIA	\$669.99
Iran	SRTMIRAN	\$574.28
Iraq	SRTMIRAQ	\$478.56
Israel	SRTMISRAEL	\$258.43
Japan	SRTMJAPAN	\$478.56
Jordan	SRTMJORDAN	\$330.21
Kampuche/Cambodia	SRTMKAMPUCHECAMBODIA	\$248.85
Kazakhstan	SRTMKAZAKHSTAN	\$669.99
Korea DP	SRTMKOREA DP	\$268.00
Korea RE	SRTMKOREA RE	\$244.06
Kuwait	SRTMKUWAIT	\$229.71
Laos	SRTMLAOS	\$382.85
Lebanon	SRTMLEBANON	\$134.00

Malaysia	SRTMMALAYSIA	\$478.56
Moldova	SRTMMOLDOVA	\$229.71
Mongolia	SRTMMONGOLIA	\$574.28
Myanmar	SRTMMYANMAR	\$478.56
Nepal	SRTMNEPAL	\$268.00
Oman	SRTMOMAN	\$478.56
Pakistan	SRTMPAKISTAN	\$478.56
Philippines	SRTMPHILIPPINES	\$478.56
Qatar	SRTMQATAR	\$201.00
Reunion	SRTMREUNION	\$86.15
Russia	SRTMRUSSIA	\$669.99
Saudi Arabia	SRTMSAUDIARABIA	\$574.28
Singapore	SRTMSINGAPORE	\$86.15
Sri Lanka	SRTMSRILANKA	\$210.57
Syria	SRTMSYRIA	\$325.43
Taiwan	SRTMTAIWAN	\$287.14
Tajikistan	SRTMTAJIKISTAN	\$401.99
Thailand	SRTMTHAILAND	\$478.56
Turkey	SRTMTURKEY	\$478.56
Turkmenistan	SRTMTURKMENISTAN	\$478.56
Ukraine	SRTMUKRAINE	\$478.56
United Arab Emirates	SRTMUNITEDARABEMIRATES	\$315.85
Uzbekistan	SRTMUZBEKISTAN	\$478.56
Vietnam	SRTMVIETNAM	\$478.56
Yemen	SRTMYEMEN	\$478.56
<b>ALL OF EUROPE</b>	SRTMEUROPE	\$2871.38
Albania	SRTMALBANIA	\$258.43
Andorra	SRTMANDORRA	\$86.15
Austria	SRTMAUSTRIA	\$358.92
Belgium	SRTMBELGIUM	\$210.57
Bosnia-Herzegovina	SRTMBOSNIAHERZEGOVINA	\$287.14
Bulgaria	SRTMBULGARIA	\$268.00
Croatia	SRTMCROATIA	\$287.14
Czech Republic	SRTMCZECHREPUBLIC	\$301.49
Denmark	SRTMDENMARK	\$277.57
Finland	SRTMFINLAND	\$268.00
France	SRTMFRANCE	\$478.56
Germany	SRTMGERMANY	\$478.56
Greece	SRTMGREECE	\$334.99
Hungary	SRTMHUNGARY	\$315.85
Iceland	SRTMICELAND	Not applicable
Ireland	SRTMIRELAND	\$315.85
Italy	SRTMITALY	\$478.56

Luxembourg	SRTMLUXEMBOURG	\$134.00
Macedonia	SRTMMACEDONIA	\$258.43
Malta	SRTMMALTA	\$86.15
Netherlands	SRTMNETHERLANDS	\$248.85
Norway	SRTMNORWAY	\$344.57
Poland	SRTMPOLAND	\$478.56
Portugal	SRTMPORTUGAL	\$287.14
Romania	SRTMROMANIA	\$449.85
Serbia-Montenegro	SRTMSERBIAMONTENEGRO	\$344.57
Slovakia	SRTMSLOVAKIA	\$258.43
Slovenia	SRTMSLOVENIA	\$201.00
Spain	SRTMSPAIN	\$478.56
Sweden	SRTMSWEDEN	\$392.43
Switzerland	SRTMSWITZERLAND	\$287.14
United Kingdom	SRTMUNITEDKINGDOM	\$478.56
<b>ALL OF AFRICA</b>	SRTMAFRICA	\$2871.38
Algeria	SRTMALGERIA	\$574.28
Angola	SRTMANGOLA	\$574.28
Benin	SRTMBENIN	\$358.92
Botswana	SRTMBOTSWANA	\$478.56
Burinka Faso	SRTMBURINKAFASO	\$459.42
Burundi	SRTMBURUNDI	\$229.71
Cameroon	SRTMCAMEROON	\$478.56
Cape Verde	SRTMCAPEVERDE	\$210.57
Central African Republic	SRTMCENTRALAFRICANREPUBLIC	\$478.56
Chad	SRTMCHAD	\$574.28
Comoros	SRTMCOMOROS	\$43.07
Congo	SRTMCONGO	\$478.56
Cote D Ivoire	SRTMCOTEDIVOIRE	\$421.14
Djibouti	SRTMDJIBOUTI	\$229.71
Equatorial Guinea	SRTMEQUATORIALGUINEA	\$229.71
Egypt	SRTMEGYPT	\$478.56
Ethiopia	SRTMETHIOPIA	\$574.28
Gabon	SRTMGABON	\$392.43
Gambia	SRTMGAMBIA	\$134.00
Ghana	SRTMGHANA	\$373.28
Guinea	SRTMGUINEA	\$421.14
Guinea Bissau	SRTMGUINEABISSAU	\$287.14
Kenya	SRTMKENYA	\$478.56
Lesotho	SRTMLESOTHO	\$287.14
Liberia	SRTMLIBERIA	\$272.78
Libya	SRTMLYBIA	\$574.28
Madagascar	SRTMMADAGASCAR	\$478.56

Malawi	SRTMMALAWI	\$296.71
Mali	SRTMMALI	\$574.28
Mauritania	SRTMMAURITANIA	\$574.28
Morocco	SRTMMOROCCO	\$478.56
Mozambique	SRTMMOZAMBIQUE	\$478.56
Namibia	SRTMNAMIBIA	\$478.56
Niger	SRTMNIGER	\$574.28
Nigeria	SRTMNIGERIA	\$478.56
Rwanda	SRTMRWANDA	\$167.49
Sao Tomé & Principe	SRTMSAOTOMEPRINCIPE	\$129.21
Senegal	SRTMSENEGAL	\$277.57
Sierra Leone	SRTMSIERRALEONE	\$287.14
Somalia	SRTMSOMALIA	\$478.56
South Africa	SRTMSOUTHAFRICA	\$574.28
Sudan	SRTMSUDAN	\$669.99
Swaziland	SRTMSWAZILAND	\$229.71
Tanzania	SRTMTANZANIA	\$478.56
Togo	SRTMTOGO	\$287.14
Tunisia	SRTMTUNISIA	\$315.86
Uganda	SRTMUGANDA	\$373.28
Western Sahara	SRTMWESTERNSAHARA	\$478.56
Zaire	SRTMZAIRE	\$669.99
Zambia	SRTMZAMBIA	\$478.56
Zimbabwe	SRTMZIMBABWE	\$478.56
<b>ALL OF AUSTRALIA</b>	SRTMAUSTRALIANEWZEALAND	\$2871.38
New South Wales	SRTMNEWSOUTHWALES	\$574.28
Northern Territory	SRTMNORTHERNTERRITORY	\$574.28
Queensland	SRTMQUEENSLAND	\$574.28
South Australia	SRTMSOUTHAUSTRALIA	\$478.56
Tasmania	SRTMTASMANIA	\$268.00
Victoria	SRTMVICTORIA	\$478.56
Western Australia	SRTMWESTERNAUSTRALIA	\$669.99
New Zealand	SRTMNEWZEALAND	\$478.56

TABLE E – INTERNATIONAL TOPOGRAPHIC DATA FILES - DEMS (DIGITAL ELEVATION MODELS)  
BY COUNTRY AND CONTINENT

Media Format Software and small topographic data orders shipped on CD-ROM. Large topographic data orders shipped on USB hard drive.

**When ordering, the following information must be supplied on the purchase order:**

1. Name of company/agency or department which is to become the software licensee.

2. TAP Serial number (if order is to be software or data added to an existing TAP system).
3. Name and address of designated primary software user to receive update information (if known).
4. Email address of designated primary user (if known).
5. The quantity for each product ID along with the Product Code letter if applicable.
6. Unit cost and total cost per item.
7. Requested method of shipping and inclusion of the shipping fee (see above) listed on the purchase order.
8. Purchase order number.
9. The street address to where the product is to be shipped.
10. The mailing address to where we are to send the invoice.
11. The name and contact information for the person in the company Accounts Payable department.
12. Any other detail that the buyer needs to specify on the order (such as the name(s) of library files ordered).

### **Shipping and Handling Charges:**

Shipping will be FOB destination, postpaid via US Postal Service. **Overnight and second day delivery is available if requested by the ordering activity for an additional charge to be paid by the ordering activity. The charge for domestic overnight shipping is \$45 per order. For second day delivery a fixed charge of \$25 per order. Complete order will be shipped to one domestic destination for these charges. For expedited shipping outside the USA actual costs will be charged and must be added to the purchase purchase order as a separate line item.**

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Larry D. Ellis, President at 303-344-5486** or [larry.ellis@softwright.com](mailto:larry.ellis@softwright.com).

BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

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

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

Signatures

Ordering Activity	Date	Contractor	Date
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BPA NUMBER \_\_\_\_\_

SoftWright, LLC  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;

- (c) BPA Number;
  - (d) Model Number or National Stock Number (NSN);
  - (e) Purchase Order Number;
  - (f) Date of Purchase;
  - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
  - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

#### BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

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

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.