

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



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PenBay Solutions LLC (PenBay) is a world leader in using geographic information systems (GIS) for facility management, including the extension of GIS inside the building. With more than a decade of experience in successfully implementing GIS solutions for a wide range of clients, PenBay uses a combination of mobile data collection and tools for visualization to collect, maintain, integrate and deliver valuable geospatial data quickly and cost effectively. By providing this geospatial information, PenBay empowers clients to make better informed decisions.

Contract #: GS-35F-0490X

Contract Period: July 20, 2011 through July 19, 2016

Modification # 19 | May 2, 2014

SIN 132-33 PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 Information Technology Software

Mfr.: Esri, Inc

Mfr.: PenBay Solutions LLC

SIN 132-34 SOFTWARE MAINTENANCE

FSC Class 7030 Information Technology Software

Mfr.: PenBay Solutions LLC

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

FSC/PSC Class D301	Facility Management
FSC/PSC Class D302	Systems Development Services
FSC/PSC Class D306	Systems Analysis Services
FSC/PSC Class D307	Automated Information Systems Services
FSC/PSC Class D308	Programming Services
FSC/PSC Class D310	Backup and Security Services
FSC/PSC Class D311	Data Conversion Services

FSC/PSC Class D313 Computer Aided Design Services
FSC/PSC Class D316 IT Network Management Services
FSC/PSC Class D317 Creation/Retrieval of IT Related Data Services
FSC/PSC Class 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.

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

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

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

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

1. Geographic Scope of Contract:

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

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

Offerors are requested to check one of the following boxes:

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

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

2. Contractor's Ordering Address and Payment Information:

PenBay Solutions LLC
14 Maine Street, Suite 100
Brunswick, ME 04011
DUNS Number: 83.307.6750

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:

Phone: (207) 230-0182

FAX: (207) 236-4977

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: 83.307.6750

Block 30: Type of Contractor - B. Other Small Business (Small Business)

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 27.0918155

4a. CAGE Code: 5URT1

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

5. FOB:

SIN 132-33: Destination

SIN 132-34: As mutually agreed

SIN 132-50: As mutually agreed

SIN 132-51: As mutually agreed

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	30 Days
132-34	As mutually agreed
132-50	As mutually agreed
132-51	As mutually agreed

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: **N/A**
- b. Quantity: **Case by Case – Requires Prior Approval**
- c. Dollar Volume: **None**
- d. Government Educational Institutions: **Same discount as other Federal customers**
- e. Other: **None**

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing:

10. Small Requirements

The minimum dollar value of orders to be issued is as follows:

SIN 132-33 Perpetual Software	\$250
SIN132034 Software Maintenance	\$250
SIN132-50 Training	\$250
SIN 132-51 Professional Services	\$250

11. Maximum Order

The Maximum Order value of orders to be issued is as follows:

SIN 132-33 Perpetual Software	\$500,000
SIN 132-34 Software Maintenance	\$500,000
SIN132-50 Training	\$500,000
SIN 132-51 Professional Services	\$500,000

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, non-contract 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:

None

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 be 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:

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(FAR 52.228-5)

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

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

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

CONTRACTOR PRICE LISTS FOR SINS 132-33, 132-34 & 132-50

Manufacturer: PenBay Solutions (Brunswick, ME)

PRICE LIST (SIN 132-33 & 132-34) PERPETUAL SOFTWARE LICENSE & MAINTENANCE: PENBAY SOLUTIONS
INVISION PRODUCT SUITE

Named or Per Seat Licensing (pricing is cumulative, US dollars)

SIN 132-33: Perpetual Software & 132-34: Software Maintenance						
Item #		GSA Price w/ IFF	Warranty	Comp Maint	Maint Item #	GSA Maintenance Annual Fee
IVF101	InVision Foundation (Up to 5 Users)	\$ 18,000.00	90 Days	12 Months	IVF101M	\$ 3,600.00
InVision FM						
IVFM100	InVision FM Core Module	\$ 3,375.00	90 Days	12 Months	IVFM100M	\$ 675.00
IVFM101	InVision Space & Occupancy Module	\$ 3,375.00	90 Days	12 Months	IVFM101M	\$ 675.00
IVFM102	InVision Asset Management Module	\$ 3,375.00	90 Days	12 Months	IVFM102M	\$ 675.00
IVFM103	InVision Service Request Module	\$ 3,375.00	90 Days	12 Months	IVFM103M	\$ 675.00
IVFM104	InVision Lease Management Module	\$ 3,375.00	90 Days	12 Months	IVFM904M	\$ 675.00
InVision Secure						
IVSE200	InVision Secure Core Module	\$ 3,375.00	90 Days	12 Months	IVSE200M	\$ 675.00
IVSE201	InVision Security Risk Analysis Module	\$ 3,375.00	90 Days	12 Months	IVSE201M	\$ 675.00
IVSE202	InVision Security Planning Module	\$ 3,375.00	90 Days	12 Months	IVSE202M	\$ 675.00
IVSE203	InVision Security Response Module	\$ 3,375.00	90 Days	12 Months	IVSE203M	\$ 675.00
InVision InSite						
IVIS300	InVision InSite Core Module	\$ 3,375.00	90 Days	12 Months	IVIS300M	\$ 675.00
IVIS301	InVision Portfolio Analysis Module	\$ 3,375.00	90 Days	12 Months	IVIS301M	\$ 675.00
InVision Additional Modules						
IVAM901	InVision Connect Module	\$ 3,375.00	90 Days	12 Months	IVAM901M	\$ 675.00
IVAM902	InVision Inspections Module	\$ 3,375.00	90 Days	12 Months	IVAM902M	\$ 675.00
IVAM903	InVision Campus Viewer Module	\$ 3,375.00	90 Days	12 Months	IVAM903M	\$ 675.00

InVision FMSM

Product Code	Quantity	MIN Order	MAX Order	License Fee (132-33)	Warranty	Complimentary Maintenance	Maintenance Annual Fee (132-34)
IVFM-001	5-Pack	1	1	\$20,250.00	90 Days	12 Months	\$4,050.00
IVFM-002	6-10	1	5	\$3,150.00	90 Days	12 Months	\$630.00
IVFM-003	11-50	1	40	\$2,700.00	90 Days	12 Months	\$540.00
IVFM-004	51 or More	1	Unlimited	\$2,250.00	90 Days	12 Months	\$450.00

InVision SecureSM

Product Code	Quantity	MIN Order	MAX Order	License Fee (132-33)	Warranty	Complimentary Maintenance	Maintenance Annual Fee (132-34)
IVSE-001	5-Pack	1	1	\$20,250.00	90 Days	12 Months	\$4,050.00
IVSE-002	6-10	1	5	\$3,150.00	90 Days	12 Months	\$630.00
IVSE-003	11-50	1	40	\$2,700.00	90 Days	12 Months	\$540.00
IVSE-004	51 or More	1	Unlimited	\$2,250.00	90 Days	12 Months	\$450.00

InVision SustainSM

Product Code	Quantity	MIN Order	MAX Order	License Fee (132-33)	Warranty	Complimentary Maintenance	Maintenance Annual Fee (132-34)
IVSU-001	5-Pack	1	1	\$20,250.00	90 Days	12 Months	\$4,050.00
IVSU-002	6-10	1	5	\$3,150.00	90 Days	12 Months	\$630.00
IVSU-003	11-50	1	40	\$2,700.00	90 Days	12 Months	\$540.00
IVSU-004	51 or More	1	Unlimited	\$2,250.00	90 Days	12 Months	\$450.00

InVision ToolkitSM CAD <-> GIS

Product Code	MIN Order	MAX Order	License Fee (132-33)	Warranty	Complimentary Maintenance	Maintenance Annual Fee
IVDC-001	1	Unlimited	\$1,080.00	90 Days	12 Months	\$216.00

Manufacturer Key: **Esri** (Esri, Inc., Redlands, CA)

PRICE LIST (SIN 132-33) PERPETUAL SOFTWARE LICENSE: ESRI PRODUCTS

Item #	Mfr	Description	GSA Price	Warranty	Comp Maint
ArcGIS Desktop					
Concurrent Use					
GIS0001	Esri	ArcGIS ArcInfo Concurrent License ¹	\$7295	90 days	12 months
GIS0100*	Esri	ArcGIS ArcEditor Concurrent License ^{1 2}	\$5713	90 days	12 months
GIS0200*	Esri	ArcGIS ArcView Concurrent License ¹	\$2857	90 days	12 months
Single Use					
GIS0005	Esri	ArcGIS ArcInfo Single Use License ¹	\$7295	90 days	12 months
GIS0105*	Esri	ArcGIS ArcEditor Single Use License ^{1 2}	\$5713	90 days	12 months
GIS0205*	Esri	ArcGIS ArcView Single Use License ¹	\$1224	90 days	12 months
ArcGIS Desktop Extensions					
Concurrent Use					
GIS0300*	Esri	ArcGIS 3D Analyst Concurrent License ^{3 4}	\$2040	90 days	12 months
GIS0400*	Esri	ArcGIS Spatial Analyst Concurrent License ^{3 5}	\$2040	90 days	12 months
GIS0500*	Esri	ArcGIS Geostatistical Analyst Concurrent License ³	\$2040	90 days	12 months
GIS0800*	Esri	ArcGIS Publisher Extension Concurrent License ³	\$2040	90 days	12 months
GIS1000*	Esri	ArcGIS Tracking Analyst Concurrent License ³	\$2040	90 days	12 months
GIS1200*	Esri	ArcGIS Schematics Extension Concurrent License ³	\$2040	90 days	12 months
GIS1400*	Esri	ArcGIS Data Reviewer Concurrent License ³	\$2040	90 days	12 months
GIS1450*	Esri	ArcGIS Workflow Manager Concurrent License ³	\$2040	90 days	12 months
GIS1800*	Esri	ArcGIS Network Analyst Concurrent License ³	\$2040	90 days	12 months
GIS2000*	Esri	ArcGIS Data Interoperability Extension Concurrent License ³	\$2040	90 days	12 months
Single Use					
GIS0305*	Esri	ArcGIS 3D Analyst Single Use License ^{3 4}	\$2040	90 days	12 months
GIS0405*	Esri	ArcGIS Spatial Analyst Single Use License ^{3 5}	\$2040	90 days	12 months
GIS0505*	Esri	ArcGIS Geostatistical Analyst Single Use License ³	\$2040	90 days	12 months
GIS0805*	Esri	ArcGIS Publisher Extension Single Use License ³	\$2040	90 days	12 months
GIS1005*	Esri	ArcGIS Tracking Analyst Single Use License ³	\$2040	90 days	12 months
GIS1205*	Esri	ArcGIS Schematics Extension Single Use License ³	\$2040	90 days	12 months
GIS1405*	Esri	ArcGIS Data Reviewer Single Use License ³	\$2040	90 days	12 months
GIS1455*	Esri	ArcGIS Workflow Manager Single Use License ³	\$2040	90 days	12 months
GIS1805*	Esri	ArcGIS Network Analyst Single Use License ³	\$2040	90 days	12 months
GIS2005*	Esri	ArcGIS Data Interoperability Extension Single Use License ³	\$2040	90 days	12 months
Esri CityEngine					
Concurrent Use					
ENG100*	Esri	Esri City Engine Advanced Concurrent Use License (Windows 32-Bit)	\$3264	90 days	12 months

Item #	Mfr	Description	GSA Price	Warranty	Comp Maint
ENG101*	Esri	Esri City Engine Advanced Concurrent Use License (Windows 64-Bit)	\$3264	90 days	12 months
ENG102*	Esri	Esri City Engine Advanced Concurrent Use License (Linux)	\$3264	90 days	12 months
ENG103	Esri	Esri City Engine Advanced Concurrent Use License (Macintosh)	\$3264	90 days	12 months
Single Use					
ENG105*	Esri	Esri City Engine Advanced Single Use License (Windows 32-Bit)	\$3264	90 days	12 months
ENG106*	Esri	Esri City Engine Advanced Single License (Windows 64-Bit)	\$3264	90 days	12 months
ENG107*	Esri	Esri City Engine Advanced Single Use License (Linux)	\$3264	90 days	12 months
ENG108*	Esri	Esri City Engine Advanced Single Use License (Macintosh)	\$3264	90 days	12 months
ENG115	Esri	Esri City Engine Basic Single Use License (Windows 32-Bit)	\$408	90 days	12 months
ENG116	Esri	Esri City Engine Basic Single License (Windows 64-Bit)	\$408	90 days	12 months
ENG117	Esri	Esri City Engine Basic Single Use License (Linux)	\$408	90 days	12 months
ENG118	Esri	Esri City Engine Basic Single Use License (Macintosh)	\$408	90 days	12 months
ArcGIS Engine					
Concurrent Use					
GIS1601*	Esri	ArcGIS Engine Runtime Concurrent License	\$1020	90 days	12 months
GIS1660*	Esri	ArcGIS Engine Runtime 3D Extension Concurrent License ⁸	\$816	90 days	12 months
GIS1661*	Esri	ArcGIS Engine Runtime Spatial Extension Concurrent License ⁸	\$816	90 days	12 months
GIS1662*	Esri	ArcGIS Engine Runtime Geodatabase Update Extension Concurrent License ⁸	\$816	90 days	12 months
GIS1663*	Esri	ArcGIS Engine Runtime Network Extension Concurrent License ⁸	\$816	90 days	12 months
GIS1664*	Esri	ArcGIS Engine Runtime Schematics Extension Concurrent License ⁸	\$816	90 days	12 months
GIS1665*	Esri	ArcGIS Engine Runtime Tracking Extension Concurrent License ⁸	\$816	90 days	12 months
GIS1666*	Esri	ArcGIS Engine Runtime Data Interoperability Extension Concurrent License ⁸	\$816	90 days	12 months
Single Use					
GIS1620*	Esri	ArcGIS Engine Runtime Single Use License	\$408	90 days	12 months
GIS1630*	Esri	ArcGIS Engine 3D Extension Single Use License ⁸	\$816	90 days	12 months
GIS1631*	Esri	ArcGIS Engine Runtime Spatial Extension Single Use License ⁸	\$816	90 days	12 months
GIS1632*	Esri	ArcGIS Engine Runtime Geodatabase Update Extension Single Use License ⁸	\$816	90 days	12 months
GIS1634	Esri	ArcGIS Engine Runtime Schematics Extension Single Use License ⁸	\$816	90 days	12 months
GIS1635*	Esri	ArcGIS Engine Runtime Tracking Extension Single Use License ⁸	\$816	90 days	12 months
GIS1636*	Esri	ArcGIS Engine Runtime Data Interoperability Extension Single Use License ⁸	\$816	90 days	12 months
GIS1650*	Esri	ArcGIS Engine Runtime Network Extension Single Use License ⁸	\$816	90 days	12 months
Mobile GIS for ArcGIS Server					
GIS0299	Esri	ArcGIS Desktop Mobile Runtime Deployments (5-pack bundle) Concurrent or Single Use	\$1224	90 days	12 months
GIS2320	Esri	ArcGIS Mobile for ArcGIS Server Enterprise Standard Deployments (50 pack bundle)	\$15,000	90 days	12 months

Item #	Mfr	Description	GSA Price	Warranty	Comp Maint
GIS2322	Esri	ArcGIS Mobile for ArcGIS Server Enterprise Standard Deployments (5 pack bundle)	\$1500	90 days	12 months
GIS2321	Esri	ArcGIS Mobile for ArcGIS Server Workgroup Advanced Deployments (50 pack bundle)	\$15,000	90 days	12 months
GIS2323	Esri	ArcGIS Mobile for ArcGIS Server Workgroup Advanced Deployments (5 pack bundle)	\$1500	90 days	12 months
Server GIS					
ArcGIS Server Enterprise					
GIS2200	Esri	ArcGIS Server Enterprise Advanced Deployment License (Up to 4 cores) ^{9 10}	\$32,643	90 days	12 months
GIS2201	Esri	ArcGIS Server Enterprise Advanced Additional Cores ⁹	\$8160	90 days	12 months
GIS2204	Esri	ArcGIS Server Enterprise Standard Deployment License (Up to 4 cores) ^{9 10}	\$16,322	90 days	12 months
GIS2205	Esri	ArcGIS Server Enterprise Standard Additional Cores ⁹	\$4080	90 days	12 months
GIS2208	Esri	ArcGIS Server Enterprise Basic Deployment License (Up to 4 cores) ⁹	\$8160	90 days	12 months
GIS2209	Esri	ArcGIS Server Enterprise Basic Additional Cores ⁹	\$2040	90 days	12 months
ArcGIS Server-Enterprise Extensions					
GIS2254	Esri	ArcGIS Server Enterprise Standard Network Extension Deployment License (Up to 4 cores)	\$8160	90 days	12 months
GIS2255	Esri	ArcGIS Server Enterprise Standard Network Extension Deployment License Additional Cores	\$2040	90 days	12 months
GIS2300	Esri	ArcGIS Server Enterprise Advanced Workflow Manager Extension (up to 4 cores)	\$8161	90 days	12 months
GIS2301	Esri	ArcGIS Server Enterprise Advanced Workflow Manager Extension Additional Cores	\$2040	90 days	12 months
GIS2310	Esri	ArcGIS Server Enterprise Standard Workflow Manager Extension (up to 4 cores)	\$8161	90 days	12 months
GIS2311	Esri	ArcGIS Server Enterprise Standard Workflow Manager Extension Additional Cores	\$2040	90 days	12 months
GIS2014	Esri	ArcGIS Server Enterprise Advanced Image Extension Deployment License (up to 4 cores)	\$8160	90 days	12 months
GIS2015	Esri	ArcGIS Server Enterprise Advanced Image Extension Deployment License Additional Core	\$2040	90 days	12 months
GIS2016	Esri	ArcGIS Server Enterprise Standard Image Extension Deployment License (up to 4 cores)	\$8161	90 days	12 months
GIS2017	Esri	ArcGIS Server Enterprise Standard Image Extension Deployment License Additional Core	\$2040	90 days	12 months
GIS2267	Esri	ArcGIS Server Enterprise Advanced Interoperability Extension Deployment License (Up to 4 Cores)	\$8160	90 days	12 months
GIS2268	Esri	ArcGIS Server Enterprise Advanced Interoperability Extension Deployment License Additional Cores	\$2040	90 days	12 months
GIS2271	Esri	ArcGIS Server Enterprise Standard Interoperability Extension Deployment License (Up to 4 Cores)	\$8160	90 days	12 months

Item #	Mfr	Description	GSA Price	Warranty	Comp Maint
GIS2272	Esri	ArcGIS Server Enterprise Standard Interoperability Extension Deployment License Additional Cores	\$2040	90 days	12 months
ArcGIS Server Workgroup					
GIS2245	Esri	ArcGIS Server Workgroup Advanced (up to 2 cores) ¹⁰	\$8160	90 days	12 months
GIS2247	Esri	ArcGIS Server Workgroup Advanced Deployment Additional-Core (maximum 4 cores)	\$4080	90 days	12 months
GIS2246	Esri	ArcGIS Server Workgroup Standard (up to 2 cores) ¹⁰	\$4080	90 days	12 months
GIS2248	Esri	ArcGIS Server Workgroup Standard Deployment Additional Core (maximum 4 cores)	\$2040	90 days	12 months
GIS2282	Esri	ArcGIS Server Workgroup Basic Deployment License (Per Server)	\$4080	90 days	12 months
ArcGIS Server Workgroup Extensions					
GIS1984	Esri	ArcGIS Server Workgroup Standard Network Extension (Per licensed ArcGIS Workgroup Server)	\$4080	90 days	12 months
GIS2302	Esri	ArcGIS Server Workgroup Advanced Workflow Manager (per licensed Workgroup Server)	\$4080	90 days	12 months
GIS2312	Esri	ArcGIS Server Workgroup Standard Workflow Manager Extension (per licensed Workgroup Server)	\$4080	90 days	12 months
GIS2022	Esri	ArcGIS Server Workgroup Advanced Image Extension (per licensed ArcGIS Workgroup Server)	\$4080	90 days	12 months
GIS2024	Esri	ArcGIS Server Workgroup Standard Image Extension (per licensed ArcGIS Workgroup Server)	\$4080	90 days	12 months
GIS1987	Esri	ArcGIS Server Workgroup Advanced Data Interoperability Extension (Per licensed ArcGIS Workgroup Server)	\$4080	90 days	12 months
GIS1988	Esri	ArcGIS Server Workgroup Standard Data Interoperability Extension (Per licensed ArcGIS Workgroup Server)	\$4080	90 days	12 months
ArcIMS					
AI301	Esri	ArcIMS Full Use Deployment License (Up to 2 Cores)	\$4080	90 days	12 months
AI302	Esri	ArcIMS Full Use Deployment Additional Core License (max 4 cores per server)	\$2040	90 days	12 months
Business Technology					
Esri Business Analyst Technology					
GIS1510*	Esri	Esri Business Analyst Desktop Concurrent Use License-National Data Sets ^{15 16}	\$15,093	90 days	12 months
GIS1513*	Esri	Esri Business Analyst Desktop Premium Concurrent Use License - National Data Set ^{15 16}	\$33,455	90 days	12 months
GIS1515*	Esri	Esri Business Analyst Desktop Single Use License-National Data Sets ^{15 16}	\$15,093	90 days	12 months
GIS1518*	Esri	Esri Business Analyst Desktop Premium Single Use License - National Data Set ^{15 16}	\$33,455	90 days	12 months
Esri Business Analyst Server					
GIS1560	Esri	Esri Business Analyst Server Enterprise Advanced (w/ArcGIS Server) License (up to 4 cores) ¹⁷	\$122,411	90 days	12 months

Item #	Mfr	Description	GSA Price	Warranty	Comp Maint
GIS1561	Esri	Esri Business Analyst Server Enterprise Advanced Additional Core License ¹⁷	\$30,603	90 days	12 months
GIS1565	Esri	Esri Business Analyst Server Workgroup Advanced (w/ArcGIS Server) Per Server License (min. 2 cores, max. 4 cores) ¹⁷	\$61,206	90 days	12 months
ArcLogistics Desktop					
LOG155*	Esri	ArcLogistics Desktop Single Use Software License	\$6529	90 days	12 months
ArcLogistics Navigator					
LOG180	Esri	ArcLogistics Navigator Single Use License Fee (5 pack bundle) ¹⁸	\$816	90 days	12 months
Solution Products					
Concurrent Use					
APL002*	Esri	Esri Defense Mapping Solution Concurrent Use License	\$8665	90 days	12 months
APL011*	Esri	Esri Nautical Solution Concurrent Use License	\$8665	90 days	12 months
APL013*	Esri	Esri Aeronautical Solution Concurrent Use License	\$8665	90 days	12 months
APL022*	Esri	Esri Production Mapping Concurrent Use License	\$8665	90 days	12 months
Single Use					
APL003*	Esri	Esri Defense Mapping Solution Single Use License	\$8665	90 days	12 months
APL012*	Esri	Esri Nautical Solution Single Use License	\$8665	90 days	12 months
APL014*	Esri	Esri Aeronautical Solution Single Use License	\$8665	90 days	12 months
APL023*	Esri	Esri Production Mapping Single Use License	\$8665	90 days	12 months
ArcPad					
ARC111*	Esri	ArcPad Single Use License ^{13 14}	\$571	90 days	12 months

IN 132-33 Footnotes

- * Volume discounts are available for this product. Volume discounts apply on a per order basis and are non-cumulative. The discounted price is offered for the entire quantity purchased for a single product.
- 1 ArcGIS Desktop software is supported on PC-Intel platform, Windows Vista, 2000, XP, and Windows 7 operating systems.
- 2 Includes ArcScan as a no cost extension
- 3 ArcGIS extensions will follow the licensing of the core software it is being installed with (i.e. ArcInfo, ArcEditor, or ArcView single or concurrent use)
- 4 Combines ArcView 3D Analyst with ArcTIN™.
- 5 Combines ArcView Spatial Analyst with ArcGRID™.
- 6 N/A
- 7 N/A
- 8 All ArcGIS Engine Runtime Extensions require the Standard ArcGIS Engine Runtime.
- 9 ArcGIS Server can be deployed on a single machine, distributed across multiple servers, or on Cloud Infrastructure
- 10 Includes ArcGIS Maplex, Network, 3D, Spatial, and Geostatistical, and unlimited ArcGIS Mobile deployments as no-cost extensions.
- 11 N/A
- 12 ArcView GIS 3.3 is not supported on Windows 3.1
- 13 Includes ArcPad Application Builder, and StreetMap Premium TomTom North American and Europe Data
Customer must request additional registration number(s) for StreetMap Premium to use the StreetMap data. There is not additional charge.
- 14 Requires ArcGIS 9.1
- 15 Does not include ArcGIS core software (i.e. ArcView, ArcEditor or ArcInfo) DOES include on ArcGIS Network Analyst License
- 16 Only available for the ArcGIS 10.x platform
- 17 Requires ArcLogistics Navigator software license
- 18 N/A

PRICE LIST (SIN 132-50 TRAINING PRODUCTS)

Item #	Mfr	Description	GSA Price	Warranty	Comp Maint
Instructor Led Training					
ARC317	Esri	Esri Site Training Class (per student, per day) ¹	\$463	n/a	n/a
ARC417	Esri	Client Site Training Class (per class, per day) ¹	\$4167	n/a	n/a

SIN 132-50 Footnotes

- 1 Instructor-led classes are limited to 12 students

PRICE LIST (SIN 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES)

PenBay Solutions LLC :: Federal Supply Schedule 70		
132-51	Information Technology Professional Services	Fully loaded Off-Site Hourly Rates
	Business Systems Analyst II	\$114.30
	Data Architect I	\$128.56
	Data Architect II	\$135.40
	Database Analyst III	\$121.56
	GIS Analyst III	\$82.68
	GIS Analyst / Programmer	\$118.57
	GIS Application Developer	\$94.52
	GIS Consultant – Senior	\$118.57
	GIS Database Specialist / Analyst	\$107.79
	GIS System/Software Architect	\$118.21
	GIS System/Software Architect - Senior	\$136.16
	GIS System/Software Developer	\$132.66
	GIS Technical Specialist	\$107.79
	Project Administrator I	\$62.43
	Project Manager	\$116.61
	Project Manager I	\$125.70
	Software Developer II	\$110.30
	Software Developer III	\$126.10
	Senior Systems Engineer	\$125.45
	Software Systems Engineer	\$101.58
	Strategic Planner	\$177.47
	Systems Engineer	\$104.54
	Tech Lead/Project Lead	\$147.62
	Web Software Developer	\$97.11

COMMERCIAL JOB TITLES AND DESCRIPTIONS (SIN 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES)

Commercial Job Title: Business Systems Analyst II

Minimum/General Experience: 10+ years experience

Functional Responsibility: Analyzes business processes, functions, and procedures to determine the most effective business systems software to meet the needs of the organization. Establishes systems specifications and objectives, based on business requirements and cost effectiveness, and provides recommendations to management personnel. Participates in systems development and design, including software programming and table, report, and panel design. Formulates test plans and coordinates and performs software testing.

Minimum Education: B.S. in Computer Science, Information System or related field

Commercial Job Title: Data Architect I

Minimum/General Experience: Two years experience in related field

Functional Responsibility: Designs and builds relational databases. Develops strategies for data acquisitions, archive recovery, and implementation of a database. Works in a data warehouse environment, which includes data design, database architecture, metadata and repository creation. Translates business needs into long-term architecture solutions. Defines, designs, and builds dimensional databases. Develops data warehousing blueprints, evaluating hardware and software platforms, and integrating systems. Evaluates reusability of current data for additional analyses. Reviews object and data models and the metadata repository to structure the data for better management and quicker access.

Minimum Education: A.S./B.S. in Engineering or related discipline preferred

Commercial Job Title: Data Architect II

Minimum/General Experience: 8 years of experience required

Functional Responsibility: Defines, designs, and builds relational and/or multi-dimensional databases for warehousing of data. Confers with client, technical staff, and team members to plan, design, develop, implement, and enhance applications, scripts, procedures, and metadata for relational databases. Reviews current data structures and recommends optimizations and reconfigurations as warranted.

Minimum Education: B.S. in field of specialty

Commercial Job Title: Database Analyst III

Minimum/General Experience: 10+ years experience required

Functional Responsibility: Analyzes business procedures and problems to refine data for database management. Analyzes, designs and implements accurate, secure, efficient, logical and physical data bases and coordinates database development applying knowledge of database design standards and database management system. Identifies and resolves production and/or applications development problems related to the use of the database management system software or utilities. Studies existing data handling systems to evaluate effectiveness, and develops new systems to improve production or workflow as required.

Minimum Education: B.S. in field of specialty

Commercial Job Title: GIS Analyst III

Minimum/General Experience: 8+ years experience required

Functional Responsibility: Provide database development support in creating cartographic and digital data products. They provide systems analysis support for the enhancement of new or existing GIS systems and networks. Areas of expertise include performing source document preparation, QA/QC, data conversion, editing, and other tasks utilizing ESRI's ArcGIS software. Designs and implements efficient production tools and coordinate work flow with project personnel.

Minimum Education: B.S. in related discipline required

Commercial Job Title: GIS Analyst / Programmer

Minimum/General Experience: Six years experience in related field

Functional Responsibility: Provide GIS database development support in creating cartographic and digital spatial data products. They provide GIS systems analysis support for the enhancement of new or existing GIS systems and networks. Areas of expertise include performing GIS analysis, source document preparation, QA/QC, data conversion, editing, and other tasks utilizing GIS software. These staff design and implement efficient production tools and coordinate work flow with project personnel.

Minimum Education: A.S./B.S. in GIS-related discipline or Engineering preferred

Commercial Job Title: GIS Application Developer

Minimum/General Experience: Requires 3-5 years developing applications for geographic information systems. Must possess expertise in a variety development languages and software applications.

Functional Responsibility: Construct software code, implement software conversions, conduct systems and data analysis, conduct testing, perform implementation and training. Involved in the coding and implementation of complex application software and database conversion projects. Provide program specifications, operating procedures, troubleshooting routines and training courses

as needed. Must be proficient in programming development languages, Internet markup languages and other technologies related to application development.

Minimum Education: Bachelor or graduate degree in computer science, GIS or related field

Commercial Job Title: GIS Consultant - Senior

Minimum/General Experience: Ten years experience managing some phases or portions of a geographic information systems.

Functional Responsibility: These personnel work under the direction of Senior Consultants/Project Managers and Program Managers in support of the implementation of project work plans. These personnel provide traditional consulting services and support the management of application development projects; GIS database conversion projects, and database design and implementation. Consulting activities including conducting requirements interviews, documentation of requirements analysis, development of database design documents using design tools, development of QA/QC procedures and overall management of daily tasks related to project activities. These personnel work with the Senior Consultants to ensure project timelines and deliverables are in accordance with project schedules and all budget issues are being addressed per contract requirements. Requires 10 years experience managing some phases or portions of a geographic information systems.

Minimum Education: B.S./B.A. in geography, cartography, computer science, or a related discipline

Commercial Job Title: GIS Database Specialist / Analyst

Minimum/General Experience: 1-3 years experience in GIS or related field

Functional Responsibility: These staff provide GIS database development services and support in creating cartographic and digital spatial data products. Areas of expertise include performing GIS data conversion, migration and translation activities utilizing advanced processing techniques in GIS. Additionally, these staff design and implement efficient production tools and coordinate work flow with project personnel.

Minimum Education: Bachelor's degree or above in computer science, GIS or related field required

Commercial Job Title: GIS System/Software Architect

Minimum/General Experience: Minimum of 8 years experience required

Functional Responsibility: Senior technical staff that provide the overall technical vision and system architecture of large complex systems. They insure that sound software engineering principals and life cycle methodologies are applied to projects. They are actively involved in systems architecture design, application software design, database process design, and all phases of coding including the conduct of design and code reviews. They may serve as the principle investigator in focused studies or research and development (R&D) projects.

Minimum Education: B.S. in related field required

Commercial Job Title: GIS System/Software Architect - Senior

Minimum/General Experience: 8+ years experience required

Functional Responsibility: Directs, coordinates, and exercises functional authority for planning, organization, control, integration, and completion of engineering projects within area of assigned responsibility. Plans and formulates engineering program and organizes project staff according to project requirements. Assigns project personnel to specific phases or aspects of project, such as technical studies, product design, preparation of specifications and technical plans, and product testing, in accordance with engineering disciplines of staff.

Minimum Education: B.S. in related field required

Commercial Job Title: GIS System / Software Developer

Minimum/General Experience: 3-10 years experience in GIS or related field with demonstrated progressive advancement in the field.

Functional Responsibility: Design technical project plans for the implementation of application software projects and database development projects. They oversee the day-to-day technical activities of the project team and insure that appropriate systems methodologies are employed. They design and develop QA/QC programs and oversee design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle. They will perform detailed software design, detailed database conversion design, and will be directly involved in the coding and implementation of the more complex and strategic portions of application software and database conversion projects. They are proficient in ESRI product languages, as well as third-generation programming languages, Internet mark-up languages, and other technologies.

Minimum Education: Bachelor's degree or above in computer science, GIS or related field

Commercial Job Title: GIS Technical Specialist

Minimum/General Experience: 2-5 years of experience in computer programming, engineering or related technical field

Functional Responsibility: Staff in this category work independently to perform operational services such as GIS software coding and documentation in support of GIS design specifications developed by senior staff. They also develop and manage GIS data conversion procedures. These staff also perform GIS software and spatial database quality control and testing as required for GIS projects. They are very proficient in the enhancement and extension of GIS software and processing of digital spatial databases. They are proficient in ESRI product languages, as well as third-generation programming languages, Internet mark-up languages, and other technologies essential to the successful operation of Geographic Information Systems.

Minimum Education: B.S./B.A. in engineering, GIS or environmental sciences discipline required

Commercial Job Title: Project Administrator I

Minimum/General Experience: 4+ years experience required

Functional Responsibility: Schedules and coordinates flow of work within or between organizational units or businesses. Reviews master schedule and work orders, establishes priorities, and revises schedule according to projects, work order specifications, established priorities, and availability or capability of workers, parts, material, machines, and equipment. Supports project management in both internal and customer project reporting.

Minimum Education: B.S./B.A. required

Commercial Job Title: Project Manager

Minimum/General Experience: Seven years experience

Functional Responsibility: Leads team on large projects or significant segments of large complex projects. Analyzes new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components.

Minimum Education: B.S. in Business or Engineering required; PMP certification preferred

Commercial Job Title: Project Manager I

Minimum/General Experience: 7+ years experience required

Functional Responsibility: Plans, directs, and coordinates activities of projects to ensure that goals or objectives of projects are accomplished within prescribed time frame and funding parameters. Leads team on large projects or significant segment of large complex projects. Analyzes new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components.

Minimum Education: B.S. in Business or Engineering required; PMP certification preferred

Commercial Job Title: Software Developer II

Minimum/General Experience: 8+ years experience required

Functional Responsibility: Resolves problems with software and responds to suggestions for improvements and enhancements. Participates in development of software user manuals. Instructs, assigns, directs, and checks the work of other software developers on development team. Conducts analysis, designs products, and programs computer software that requires extensive research. Typical background for this position is advance study/knowledge in the field of computer science or software engineering along with advanced knowledge of software development and methodologies.

Minimum Education: B.S. in related field required

Commercial Job Title: Software Developer III

Minimum/General Experience: 10+ years experience required

Functional Responsibility: Acts as team leader on projects. Resolves problems with software and responds to suggestions for improvements and enhancements. Participates in development of software user manuals. Instructs, assigns, directs, and checks the work of other software developers on development team. Conducts analysis, designs products, and programs computer software that requires extensive research. Typical background for this position is advance study/knowledge in the field of computer science or software engineering along with advanced knowledge of software development and methodologies.

Minimum Education: B.S. in related field required

Commercial Job Title: Senior Systems Engineer

Minimum Job Experience: 14 years experience in related field

Functional Responsibility: Provides functional and empirical analysis related to the design, development, and implementation of hardware for products including, but not limited to, the circuit design of components, development of structure specifications of a personal computer, and the design of a computer display unit. Plans and conducts assignments, generally involving the larger and more important projects or more than one project. Evaluates progress and results and recommends major changes in procedures. Includes software and hardware engineering with focused knowledge of geospatial applications and technologies.

Minimum Education: B.S. in Engineering or related discipline, Masters Degree preferred

Commercial Job Title: Software Systems Engineer

Minimum Job Experience: Two years experience in related field

Functional Responsibility: Formulates/defines specifications for complex operating software programming applications or modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer. Designs, codes, tests, debugs, and documents those programs. Provides overall operating system, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting, and advanced mathematical/scientific software packages. Assists all phases of software systems programming applications. Evaluates new and existing software products.

Minimum Education: A.S./B.S. in Engineering or related discipline required

Commercial Job Title: Strategic Planner

Minimum Job Experience: 10+ years experience required

Functional Responsibility: Provides strategic planning expertise for large Information Technology organizations and projects. Provides the overall technology approach to clarify strategic direction and tactics that can be used as springboards in envisioning a client's desired future and the basis

from which to develop organizational plans, system architectures, business process re-engineering initiatives, and resource roadmaps. Assists in developing IT and System mission and vision statements, and subsequent goal delineation, provides guidance for building operational IT Tactical Plans and specifying measurable outcomes to include capital outlay planning efforts in a consolidated planning process and prioritizes those initiatives to achieve the most efficient use of client resources.

Minimum Education: B.S. in related field required, Master Degree preferred

Commercial Job Title: Systems Engineer

Minimum Job Experience: Two years experience in related field

Functional Responsibility: Provides functional and empirical analysis related to the design, development, and implementation of hardware for products including, but not limited to, the circuit design of components, development of structure specifications of a personal computer, and the design of a computer display unit. Plans and conducts assignments, generally involving the larger and more important projects or more than one project. Evaluates progress and results and recommends major changes in procedures. Includes software and hardware engineering with focused knowledge of geospatial applications and technologies.

Minimum Education: A.S./B.S. in Engineering or related field required

Commercial Job Title: Tech Lead/Project Lead

Minimum Job Experience: 10+ years experience in related field required

Functional Responsibility: Directs, coordinates, and exercises functional authority for planning, organization, control, integration, and completion of Information Technology efforts within and area of assigned responsibility. Plans and formulates the system/application development program and organizes, leads, and manages technical staff to support the achievement of project milestones and requirements. Assigns IT personnel to specific phases or aspects of project such as technical studies, IT system/application design, preparation of specifications and technical plans, IT system/application development, testing, and implementation in accordance with industry best practices and in alignment with client requirements.

Minimum Education: B.S. in related discipline required, Master degree preferred

Commercial Job Title: Web Software Developer

Minimum/General Experience: Minimum of two years experience in related field

Functional Responsibility: Designs, develops, troubleshoots, debugs, and implements software code (such as HTML, CGI, and JavaScript) for a component of the website. Works with graphic designers and other members of a project team to develop the site concept, interface design, and architecture of the website. Deploys large web-based transaction systems using application servers. Researches, tests, builds, and coordinates the integration of new products per production and client requirements.

Minimum Education: A.S. in related discipline required

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(SIN 132-32 & 132-33)**

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(01/10/2012)

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(E200 04/19/2010)

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(E300 03/29/2011)**

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 - ArcGIS Server Image Extension Service Editor (1)
 - Other Extensions (7)
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- Geoportals Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
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- MOLE (1)
- NetEngine Internet (5)
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11. II. Licensee may install and use the Software to provide services to multiple users on the same or other computer(s). The Software is licensed per server. The licensed server is the server on which Licensee installs the Spatial Data Service.
12. Software is only licensed for navigational use when used in conjunction with ArcLogistics.
13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
14. Developers must include the following attribution with any deployed MapObjects application: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995-2002 LizardTech, Inc., and/or the University of California. All rights reserved. US Patent No. 5,710,835."
15. IS. Deployment licenses for desktop or Internet application(s) may be subject to payment of additional license fees.
16. 16. Licensee may deliver applications to its sub licensee(s) provided Licensee uses a written sublicense agreement that protects Esri's rights in its Software, Data, Web Services, and Documentation to the same extent as the Esri License Agreement including, but not limited to, the following terms:
 - a. Sub licensee may not reverse engineer, decompile, or disassemble the Esri Software, Data, Web Services, or Documentation, except to the extent permitted by applicable law; copy for commercial use; transfer; or assign its rights under the license grant;
 - b. Sub licensee may not use any Esri Software, Data, Web Services, or Documentation, in whole or in part, separate from Licensee's executable application; and
 - c. Third-party dependent or required components are redistributable subject to permission from the owner or author.
 - d. Applications may be subject to deployment fees owed to Esri. Licensee shall contact its Esri distributor for details.
17. Licensee may use Business Objects Crystal Reports software only with the ArcView 3.x Software with which it was acquired and subject to the Crystal Reports License Agreement available on the media. Licensee may not use a software program or system to cache or queue report requests.

18. The deployment license is per application per computer.
19. MapObjects-Java Edition contains Java Archive files, which indicate they are authentic Esri-certificated files when used over the Internet. Licensee shall not use Esri certification or reference Esri as a source of trusted content in any modified MapObjects-Java Archive files. Licensee may deploy the unmodified Java class Esri-certified libraries as an integral part of the Licensee's application(s).
20. Licensee may reproduce and deploy the Software provided all the following occur: (a) the Software is reproduced and deployed in its entirety; (b) a license agreement accompanies each copy of the Software that protects the Software to the same extent as the Esri License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement; (c) all copyright and trademark attributions/notices are reproduced; and (d) there is no charge or fee attributable to the use of the Software.
21. Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the individual's place of residence, as profiled in the Tapestry Segmentation system.
22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and server development and deployment; (b) an end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer; and (c) the ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
23. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
24. EDN Software, Web Services, and Data may only be used by one (1) named developer per subscription solely for the purposes of research, development, testing, and demonstration of a prototype application. EDN server Software and Data may be installed on multiple computers for use by any named EDN developer.
25. Use of included third-party owned data shall be subject to the Use of Data Restrictions found at <http://www.esri.com/legal/> for the specific Data accessed. The Use of Data Restrictions may be modified by Esri from time to time. If a modification is unacceptable to Licensee, Licensee may cancel a subscription upon written notice to Esri, or discontinue use of the Data or Web Services, as applicable. If Licensee continues to use the Data or Web Services, Licensee will be deemed to have accepted the modification.
26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee data.
27. ArcGIS Server Web ADF Runtime Software may not be deployed independent of Licensee's ArcGIS Server Enterprise configuration.
28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Server geodatabase. There are no limitations on the number of connections from web applications.
29. Software can only be used with SQL Server 2005/2008 Express.
30. Use is restricted to a maximum often (10) gigabytes of Licensee data.
31. Redundant Software installation(s) for failover operations is allowed but can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. No redundant Software installation is permitted.
33. Licensee's access to and use of Cloud Bundle, ArcGIS Online Services, Business Analyst Online, Business Analyst Online API, or Microsoft Bing Maps are conditioned upon Licensee's acceptance of the Esri website and Service Terms of Use Agreement and the terms and conditions specific to Cloud Bundle, ArcGIS Online Services, Business Analyst Online, Business Analyst Online API, or Microsoft Bing Maps found at <http://www.esri.com/legal/>
34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
35. Licensed end users shall not share the client-side data cache derived from ArcGIS Online Services with other licensed end users or third parties.

36. Licensee's use of Esri Business Analyst (Canadian Edition) Data is subject to the Use of Data Restrictions specific to Esri Business Analyst (Canadian Edition) Data found at <http://www.esri.com/legal/>
37. Data provided with StreetMap USA may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.
38. The ArcGIS Server 3D extension included with ArcGIS Server Standard (Workgroup or Enterprise) may only be used for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D extension Software is permitted with ArcGIS Server Standard.
39. Any editing functionality included with ArcGIS Server is not permitted for use with ArcGIS Server Basic (Workgroup or Enterprise).
40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) is permitted for use only with ArcGIS Server Advanced.
41. Licensee may only use Data from a single state with the Single State version of ArcGIS Data Appliance. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.
42. Licensee has the right to one (1) desktop deployment of the ArcGIS Server Image extension Service Definition Editor for every four (4) cores of ArcGIS Server Image extension that are licensed.
43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the ArcGIS Engine Runtime Software.
44. For any operating system environment in which Licensee runs instances of the Concurrent Use License management software, Licensee may run up to the same number of passive failover instances of the Concurrent Use License management software in a separate operating system environment for temporary failover support. .
45. Data licensed with Esri Business Analyst and Esri Business Analyst Server is restricted for use only in conjunction with the respective Business Analyst extension.
46. Licensee should not follow any route suggestions that appear to be hazardous, unsafe, or illegal. Licensee assumes all risk of using this navigation Software.
47. Reserved.
48. Licensee may include reports and maps created from the Software or Data in hard-copy or read-only format for presentation packages or marketing studies for subsidiaries and customers. The total content of the Esri reports and maps must be less than twenty percent (20%) of Licensee's total content of the presentation package or marketing study. Full, complete, stand-alone reports or maps created from the Software or Data and not part of a presentation package or marketing study cannot be resold, sublicensed, or otherwise transferred without prior written permission of Esri. Licensee's third-party customer may only receive reports and maps generated by Licensee and may only use the maps and reports received from Licensee for internal purposes. In no case shall Licensee redistribute the Data in digital formats.
49. Esri MapIt Silverlight Web or WPF applications may not be deployed independent of Licensee's MapIt deployment configuration. 50. Licensee has the right to one (1) desktop deployment of Spatial Data Assistant for each Esri MapIt server license. 51. Esri Business Analyst Server Developer and Data may only be installed on one (1) server per license solely for the purposes of research, development, testing, and demonstration of a prototype application.
50. 52. Source code is the intellectual property of Esri. Licensee shall treat any source code file identified as "Software" in a README file or at <http://www.esri.com/legal/> as a trade secret for Licensee's own internal use only and not for further redistribution or access by unlicensed third parties. Licensee shall not modify the Software, Documentation, Data, or source code to incorporate,
51. embed, link, or otherwise include any code, libraries, or data licensed or distributed under an open source licensing or distribution models similar to Free Software Foundation's GNU General Public License (GPL) or GPL-compliant licenses, including, without limitation, the Artistic License (e.g., Perl), the Mozilla Public License, the Netscape Public License, and the Sun Community or Industry Standards License, that could require a user to make its proprietary source code available to a

52. requesting third party.
53. Deployment license options are as follows:
 - a. A license for web applications is per the principal registered unique domain identifier. Domain is the Internet domain name registered with a domain name registrar. For example, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier.
 - b. A license for desktop applications or SharePoint is per organization. For the purposes of this license, organization is equivalent to a principal registered unique domain identifier (as described above). For example, desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.
54. ArcGIS Mobile is licensed for use with ArcGIS Server Advanced (Enterprise or Workgroup) and ArcGIS Desktop (ArcInfo, ArcEditor, ArcView, and ArcGIS Engine applications).
55. Licensee may develop software or web applications that use the Business Analyst Online API to access, query, create, display, and redistribute Reports and resulting static, electronic maps to end user(s) of Licensee's software or web applications. End user(s) of Licensee's software or web applications may use the Reports and maps for internal purposes only and not for further redistribution. "Report" means any formatted output created by the Business Analyst Online API, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats.
56. For Reports or maps displayed or posted to an external website, or Reports or maps created for Licensee's end user(s), Licensee shall affix an attribution notice to Licensee's online and/or hard-copy output that acknowledges Esri's and its third-party data supplier's intellectual property. These notices are found in the PDF format of each individual Report or as follows: "Source [Esri, Supplier]" or Copyright © [year(s)] [Esri, Supplier]. All rights reserved."
57. Licensee may only display or post any combination of 100 Business Analyst Online Reports and maps on its external websites.
58. Licensee shall order a separate Business Analyst Online subscription for each person who uses Business Analyst Online and shall provide output from the Business Analyst Online subscription only to the e-mail of the individual subscriber.

**Attachment A: Application of GSA Revisions to Commercial Software Licenses
(FOR REFERENCE PURPOSES ONLY)**

License Agreement

This License Agreement is between the Government ordering agency ("Licensee") and Environmental Systems Research Institute, Inc. ("Esri"). The ordering agency acknowledges that they have read and understood this License Agreement and agree to be bound by the terms and conditions it contains.

Licensee may only use the type and number of copies of the software, data, web services, and documentation of which the appropriate license fees have been paid to Esri and in accordance with the E300 and the licensed configuration on file with Esri Customer Service.

The Utilization Limitations and License Agreement constitute the sole and entire agreement of the parties as to licensing of Software, Data, Web Services and Documentation offered from SIN 132-32, 132-33 and 132-34 and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter.

This License Agreement shall be deemed to be executed and effective with respect to the authorized ordering agency as of the date of issuance of an order under this GSA Federal Supply Schedule.

Application of GSA Revisions to Commercial Software Licenses:

GSA REQUIRED LICENSE REVISIONS (SIN 132-32, 132-33, 132-34) FOR ALL LICENSEES The following revisions are applicable to the current and any future version of the cited licenses for all Licensees.

a. E200 - General Terms and Conditions, ARTICLE I-DEFINITION

The definition of "Documentation" is revised to add "pertaining to software" after the word "materials"

b. GSA REQUIRED LICENSE REVISIONS (SIN 132-32, 132-33, 132-34) FOR ADM 4800.2F APPENDIX A AND B LICENSEES.

The following revisions are applicable to the current and any future version of the E200 - General Terms and Conditions for items acquired through Esri's GSA Schedule for U.S. Government Licensees (purchasers identified in ADM 4800.2F Appendix A and B). The modified terms shall not apply to purchasers identified in ADM 4800.2F, Appendix C or any other purchaser.

1) E200 - General Terms and Conditions, ARTICLE 8-INFRINGEMENT INDEMNIFICATION Section 8.1 is revised to read as follows:

Esri shall indemnify Licensee from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, which may be incurred by Licensee against any claims, actions, or demands by a third party alleging that Software infringes a U.S. patent, copyright, or trademark, provided:

- a) Licensee promptly notifies Esri in writing of a claim that may result in an indemnification obligation;
- b) Licensee provides Esri with documents clearly describing the allegations of infringement;
- c) Licensee provides Esri with a reasonable opportunity at the expense of Esri to participate in the defense and settlement of the claim;
- d) Licensee cooperates in good faith, at Esri's reasonable expense, in the defense of a third party claim and provides Esri all relevant information that may be reasonably necessary to participate effectively in the defense and settlement of a claim; and
- e) Neither party will unreasonably settle a claim without the consent of the other party unless required by a court of competent jurisdiction.

2) E200 - General Terms and Conditions, ARTICLE 9-GENERAL PROVISIONS

Section 9.8 and 9.10(a) is amended to require that all disputes shall be settled in the Court of Federal Claims in Washington, DC

3) E200 - General Terms and Conditions, ARTICLE 9-GENERAL PROVISIONS

Section 9.9 is amended to delete the 4th sentence: "No other license terms or conditions shall apply unless expressly agreed in writing by Esri and Licensee" and the phrase in the last sentence, "or the local, state, or foreign equivalents".

- c. If any of the Attachments contain blanks to identify the parties or blank signature blocks, they are not applicable and there shall be no requirement to separately identify Licensee by filling out the license so long as the order is placed under the terms of the Esri/GSA schedule and the order identifies the buying agency/Licensee. GSA Reseller Agreement 8 08/18/11

TERMS AND CONDITIONS APPLICABLE TRAINING COURSES (SIN 132-50)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953
(E207-GSA 12/14/2011)

This Training Agreement ("Agreement") is between you (hereinafter "**Client**") and **Environmental Systems Research Institute, Inc. ("Esri")**. Client acknowledges that Client has read and understood this Agreement and agrees to be bound by the terms and conditions hereof.

RECITALS

Client wishes to arrange for certain training in the use of GIS software. Esri is willing to conduct training courses and provide related services regarding the use of GIS software pursuant to the terms and conditions contained herein. The parties therefore agree as follows:

ARTICLE 1—TRAINING DESCRIPTION

Esri offers a set of instructor-led training and client coaching services related to the use of its proprietary GIS software. Instructor-led training events occur at a client's site, at an Esri Learning Center, or via the web in a cloud environment. The Esri software training courses offered, their location, the dates during which the courses are to be conducted, the number of participants, the prices to be paid, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations. Client coaching services may be provided immediately before or immediately following an Esri training course to familiarize the Student with the software or to review and practice course concepts with an instructor's guidance.

ARTICLE 2—ESRI'S RESPONSIBILITIES

- Esri will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Student(s)") on the scheduled dates. Esri will provide each Student with a course manual, where applicable.
- Esri will confirm Learning Center training event scheduled dates approximately ten (10) business days prior to the training event start date.
- Esri will confirm Client Site scheduled dates upon receipt of the completed Client Site Training Request Form and intended payment method.

ARTICLE 3—CLIENT'S RESPONSIBILITIES

- Client must ensure the protection of Esri's copyrights. Client shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s).
- Client is not authorized to resell seat(s) to an Esri training event unless explicitly authorized in writing by Esri.
- Client must ensure that all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Students are not permitted to view or participate in an Online Classroom training event. Esri reserves the right to disconnect any Students who permit access to unregistered Students.
- Client must confirm that all registered Students meet the minimum prerequisites for the applicable training event set forth on Esri's Training website.
- Client must submit registrations with a confirmed payment commitment at least seven (7) business days before the training event start date. If Client submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.

- US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially Designated Nationals List, US Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Client must submit to the Esri Training Event Assistant a list of the names of Students that are to attend any training event. Client must submit the list of Student names to Esri at least three (3) business days before the training event start date. Any Student that is found on any of the various US Government Denied Persons lists will not be permitted to attend training.
- Client is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to US government export regulation requirements, course scheduling changes, or cancellations.
- Client must provide written notice to Esri's Customer Service department at service@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the training event start date.
- Client must complete and submit an Esri Client Site Training Request Form as well as ensure that it adheres to the course, facility, equipment, and Internet bandwidth and connectivity requirements for Esri Training as found at <http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway>.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri. Esri reserves the right to record a classroom training event for future rebroadcast.
- If the Esri Mobile Lab equipment is utilized at Client's domestic site, then the following terms will apply:
 - Upon receipt, Client must immediately report any damage to the Mobile Lab equipment to the Training Event Assistant.
 - Client must keep the Mobile Lab equipment in a secure, locked area between training event sessions.
 - Client must ensure that only registered Students use the Mobile Lab equipment.
 - Client is responsible for any and all loss of, damage to, or theft of the Mobile Lab equipment while in Client's possession.
 - Client warrants that it maintains sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law.
 - The Esri instructor will check all Mobile Lab equipment following the completion of training. Any damage to the Mobile Lab equipment due to Student use, excluding normal wear and tear, will be brought to the attention of Client by written notice. Client hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
 - Client shall make the Mobile Lab equipment available for freight pickup immediately on conclusion of the Esri course(s).

ARTICLE 4—INSURANCE AND INDEMNIFICATION

4.1 Insurance. Esri carries, at a minimum, the following coverage:

a. Comprehensive general liability or commercial general liability with minimum coverage of one million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, including death, and property damage liability, to include the following:

1. Premises and operations
2. Blanket contractual liability
3. Broad form property damage
4. Independent contractors
5. Personal injury, with employee exclusion deleted
6. Completed operations

b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

4.2 Indemnification. Esri will indemnify and hold harmless Client and each of its directors and officers (collectively the "Indemnified Parties") from and against any and all damages, losses, liabilities, claims, judgments, and settlements, including all reasonable costs, expenses, and attorneys fees, arising out of any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents while engaged in or as a result of the training or coaching services provided by Esri pursuant to this Agreement while on Client's site.

ARTICLE 5—UNIQUE CLIENT COACHING PRIVACY TERMS

In the event Client coaching services are to be ordered, the following terms shall apply:

Client shall not provide to Esri or disclose to the instructor any personally identified information ("PII") (e.g., GLBA, HIPAA, CII from the US Department of Homeland Security), classified, and so forth, data for use in the coaching session. Notwithstanding anything in this Agreement to the contrary, Esri retains the right to refuse acceptance of any nonpublic personal information ("NPI") or Customer Information regardless of the form of disclosure. Esri will only accept receipt of information from Client that comports with the exceptions set forth in Subsections 4(B) and 4(C)(ii) of Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. Section 6809) and implementing regulations thereof.

ARTICLE 6—SOFTWARE LICENSES

The terms of the Esri license agreement are applicable to all Students and cover all of Esri's software, data, and documentation licensed for use in any training course to be conducted. Esri may issue temporary software licenses for Client Site Training where there are an insufficient number of software licenses available at the Client's training facility. Upon conclusion of the training course or event, the Client must uninstall the temporary software licenses and return to Esri any media provided.

ARTICLE 7—CANCELLATION AND RESCHEDULING POLICY

7.1 Individual Student Seats

- When a Student's place in a training event is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. Should a Student substitution occur without three (3) business days' notification, a transfer fee may be assessed.
- A Student may transfer from one (1) scheduled Esri Learning Center training event to another one (1) time at no additional charge provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. Subsequent transfers or transfers that occur without three (3) business days' notification may incur a transfer fee.
- Students may cancel their enrollment in a training event provided Esri's Customer Service department is notified three (3) business days in advance. If three (3) business days' notification is not provided, Students may be charged the full class fee.

7.2 Client Site/Private Class/Coaching Services (Training Event)

- When a Student's place in a training event is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. Should a Student substitution occur without notification three (3) business days in advance, a transfer fee may be assessed.
- A training event may be rescheduled by the client, provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. If appropriate notice of reschedule is provided, Client is responsible for Esri's reasonable travel expenses and shipping costs incurred.

- A training event may be canceled by the client provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. If appropriate notice of cancellation is provided, Client is responsible for any reasonable travel expenses and shipping costs. If a training event is canceled without appropriate notice, client is responsible for the full training event fee.

7.3 If cancellation of a training event is necessary due to Force Majeure as described in Article 11 below, the affected party is released in full from the three (3)-business day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

7.4 If Esri is unable to conduct the training on the scheduled date, Esri will notify Client at least three (3) business days before the scheduled date.

ARTICLE 8—PAYMENT

Accepted payment methods are found at <http://training.esri.com/gateway/index.cfm?fa=catalog.paymentdetails>.

If payment is made in the form of a purchase order, Esri shall invoice Client upon completion of each training course or immediately upon receipt of purchase order, as mutually agreed upon with the Client. Client shall make payment no later than thirty (30) days after receipt of invoice.

ARTICLE 9—CONFIDENTIAL INFORMATION

Except as provided in Article 5, Unique Client Coaching Privacy Terms, Esri or Client may disclose to the other party certain confidential information under this Agreement. The disclosing party shall identify the information as confidential information at the time of disclosure. Each party shall use the confidential information described above only for exchanging information needed to provide the training contemplated by this Agreement. Within fourteen (14) days of completion of the training, each party shall return or destroy and provide written notification of destruction of the other party's confidential information.

ARTICLE 10—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri and/or its licensors own and retain all right, title, and interest in software, data, documentation, and training materials.

ARTICLE 11—FORCE MAJEURE

If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, threat of or actual terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

ARTICLE 12—WARRANTY

Esri will provide training in a manner consistent with the technical and professional standards of the industry.

12.1 Disclaimer of Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND NONINFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE DELIVERABLES ARE ERROR FREE.

ARTICLE 13—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO CLIENT FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY THE CLIENT FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 14—EXPORT CONTROL REGULATIONS

Esri technology is subject to US export control laws and regulations. Esri software, data, documentation, training materials, and any underlying information or technology may not be exported, reexported, or transferred in whole or in part to (i) any US embargoed or sanctioned country (including to a national or resident of a US embargoed or sanctioned country, currently including Cuba, Iran, North Korea, Sudan, and Syria); (ii) any person on the US Department of the Treasury's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity where such export or reexport violates any US export control law or regulation.

ARTICLE 15—TAXES

Training provided is quoted exclusive of all state, local, value-added, or other taxes; customs; or duties or other charges (other than income taxes payable by Esri). In the event such taxes or charges become applicable to Esri's training or deliverables, Client shall pay any such applicable tax upon receipt of written notice that such taxes or charges are due.

ARTICLE 16—UCC INAPPLICABILITY

Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

ARTICLE 17—GOVERNING LAW

This Agreement is governed by and construed in accordance with federal and applicable laws of the state in which training is being held without reference to its conflict of laws principles.

ARTICLE 18—ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements (including any attached purchase order terms and conditions) between the parties relating to such subject matter. The undersigned hereby acknowledges and represents that he/she has read and understands this Agreement and has the authority to bind his/her organization to these terms and conditions. An executed Agreement shall constitute a duplicate if it is transmitted through electronic means, such as fax or e-mail, and reflects the signing of the document by Client. Duplicates are valid and binding even if an original paper document bearing Client's original signature is not delivered.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY PROFESSIONAL SERVICES (SIN 132-51)

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. 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, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

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 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 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

PenBay Solutions provides managed project outsourcing, application development, IT consulting, custom computer programming and multimedia programming/design services under Federal Supply Schedule 70. Special fields of experience include geographic information systems (not A&E), computer-based training, distance learning, web applications, database development and spatial integration.

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

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

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

PenBay Solutions 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:

Michael Hardy

Director, Federal Sales

PenBay Solutions LLC

8615 Westwood Center Drive

Vienna, VA 22182

Phone: (703) 270.8480

Fax: (207) 236.4977

Email: mhardy@penbaysolutions.com

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and PenBay Solutions 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

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering 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 FAX (207) 236-4977.

(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 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 of the Federal Supply Schedule Contract.

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

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

Here is a general outline on how it works:

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