

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, 2021  
Modification # 36 | October 7, 2016

**SIN 132-33 PERPETUAL SOFTWARE LICENSES**

FSC CLASS 7030 Information Technology Software  
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

**CUSTOMER INFORMATION**

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SIN 132-33 – Perpetual Software Licenses  
SIN 132-34 – Maintenance of Software as a Service  
SIN 132-51 – IT Professional Services

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one. Exclusive of any quantity dollar volume, prompt payment or any other concession affecting the price. Those contracts that have unit prices based on the geographic location of the customer should show the range of the lowest price, and cite the areas to which the prices apply.

SIN 132-33 – IVDC-001; \$1,080.00  
SIN 132-34 – IVDC-001M; \$216.00  
SIN 132-51 – Project Administrator I; \$62.43

1c. If the contractor is proposing hourly rates. A description of all corresponding job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item.

See GSA pricing on page 19.

2. Maximum order.

SIN 132-33 – Perpetual Software Licenses	\$500,000.00
SIN 132-34 - Maintenance of Software as a Service	\$500,000.00
SIN 132-51 – IT Professional Services	\$500,000.00

3. Minimum order:

SIN 132-33 – Perpetual Software Licenses	\$100.00
SIN 132-34 - Maintenance of Software as a Service	\$100.00
SIN 132-51 – IT Professional Services	\$100.00

4. Geographic coverage (delivery area)

Domestic delivery only

5. Point(s) of production (city, county, and State or foreign country)

PenBay Solutions, LLC  
101 Main St., #540  
Topsham, ME 04086-2426

6. Discount from list prices or statement of net price.

See GSA awarded pricing. All prices are NET. Basic discounts have been deducted.

7. Quantity discounts

None

8. Prompt payment Terms

Net 30 days

- 9a. Notification that Government purchase cards are accepted at, or below the micro-purchase threshold.

Government purchase card is accepted at, or below the micro-purchase threshold.

- 9b. Notification that Government purchase cards are accepted or are not accepted above the micro-purchase threshold

Government purchase card is accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin)

None

- 11a. Time of delivery (Contractor insert number of days)

As negotiated between the Ordering Activity and the Contractor

- 11b. Expedited delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list," under this heading The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

As negotiated between the Ordering Activity and the Contractor

- 11c. Urgent requirement. The Contractor will note in its price list under the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.

As negotiated between the Ordering Activity and the Contractor

12. F.O.B. point(s)

FOB Destination

- 13a. Ordering address(es)

PenBay Solutions, LLC  
101 Main St., #540  
Topsham, ME 04086-2426

- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition regulation (FAR) 8.405-3.

14. Payment address(es)

PenBay Solutions, LLC  
101 Main St., #540  
Topsham, ME 04086-2426

15. Warranty provision.

Not applicable

16. Export packing charges, if applicable

Not applicable

17. Terms and conditions of Government purchase acceptance (any thresholds above the micro-purchase level)  
Purchase at, or below the micro purchase threshold
18. Terms and conditions of rental, maintenance, and repair (if applicable)  
Not applicable
19. Terms and conditions of installation (if applicable)  
Not applicable
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list price (if applicable)  
Not applicable
- 20a. Terms and conditions for any other services (if applicable)  
Not applicable
21. List of service distributions points (if applicable)  
Not applicable
22. List of participating dealers (if applicable)  
Not applicable
23. Preventative maintenance (if applicable)  
Not applicable
- 24a. Special attributes such as environmental attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants)  
Not applicable
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov](http://www.Section508.gov)
25. Data Universal Numbering Systems (DUNS) number  
833076750
26. Notification regarding registration in Central Contractor Register (CCR) database.  
Active in SAM. Registration valid through 4-25-2017.

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

**1. INSPECTION/ACCEPTANCE**

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

**2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

**3. GUARANTEE/WARRANTY**

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

**\*\*Contractor is to insert commercial guarantee/warranty clauses.\*\***

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

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

**4. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from to .

**\*\*Provide telephone number and hours of operation for technical support hot line; indicate applicable time zone for the hours of operation-i.e., Eastern time, Central time, Mountain time or Pacific time.\*\***

**5. SOFTWARE MAINTENANCE**

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

\_\_\_\_\_ 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted

chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

\_\_\_\_\_ 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

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

**6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)**

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

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

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

\*\*The phrase, "Term Licenses and/or Maintenance" in the preceding paragraphs may need to be revised in order to be consistent with the Offeror's proposal~ e.g., if only software maintenance is offered. all references to "term licenses" should be deleted from the preceding paragraphs.\*\*

**7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to % of all term license payments during the period that the software was under a term license within the ordering activity.

## **8. TERM LICENSE CESSATION**

a. After a software product has been on a continuous term license for a period of \* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

**\*\*Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.\*\***

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

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

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.



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

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

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

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

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

#### **11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

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

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

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

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND IDENTITY ACCESS  
MANAGEMENT PROFESSIONAL SERVICES  
(SPECIAL ITEM NUMBER 132-60F)

*\*\*\*\*NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.*

## **1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/IAM Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

## **2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

## **3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation - May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

## **4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/IAM Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

**5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its term and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I -FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -COMMERCIAL ITEMS (MAR 2009) (ALTERNATE 1-OCT 2008) (DEVIATION I -FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data -General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/IAM Professional Services.

## **9. INDEPENDENT CONTRACTOR**

All IT/IAM Professional Services performed by the Contractor under the term of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT/IAM Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE 1-OCT 2008) (DEVIATION I - FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31 (Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements-Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by-

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

## **13. RESUMES**

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

## **14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

## **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task

## 16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 132-51 IT/IAM Professional 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/IAM Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

## CONTRACTOR PRICE LISTS FOR SINS 132-33, 132-34 & 132-51

Manufacturer: PenBay Solutions (Topsham, ME)

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

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

SIN 132-33: InVision Perpetual Software				
Product #	Product	GSA Price w/ IFF	Warranty	Comp Maint
<b>InVision Foundation</b>				
IVF101	InVision Foundation (Up to 5 Users)	\$18,000.00	90 Days	12 Months
<b>InVision FM</b>				
IVFM100	InVision FM Core Module	\$3,375.00	90 Days	12 Months
IVFM101	InVision Space & Occupancy Module	\$3,375.00	90 Days	12 Months
IVFM102	InVision Asset Management Module	\$3,375.00	90 Days	12 Months
IVFM103	InVision Service Request Module	\$3,375.00	90 Days	12 Months
IVFM104	InVision Lease Management Module	\$3,375.00	90 Days	12 Months
<b>InVision Secure</b>				
IVSE200	InVision Secure Core Module	\$3,375.00	90 Days	12 Months
IVSE201	InVision Security Risk Analysis Module	\$3,375.00	90 Days	12 Months
IVSE202	InVision Security Planning Module	\$3,375.00	90 Days	12 Months
IVSE203	InVision Security Response Module	\$3,375.00	90 Days	12 Months
<b>InVision InSite</b>				
IVIS300	InVision InSite Core Module	\$3,375.00	90 Days	12 Months
IVIS301	InVision Portfolio Analysis Module	\$3,375.00	90 Days	12 Months
<b>InVision Additional Modules</b>				
IVAM901	InVision Connect Module	\$3,375.00	90 Days	12 Months
IVAM902	InVision Inspections Module	\$3,375.00	90 Days	12 Months
IVAM903	InVision Campus Viewer Module	\$3,375.00	90 Days	12 Months
IVDC-001	InVision Toolkit <sup>SM</sup> CAD <-> GIS	\$1,080.00	90 Days	12 Months

**SIN 132-33: InVision Additional User License Perpetual Software**

Product #	Product	MIN Order	MAX Order	GSA Price w/ IFF	Warranty	Comp Maint
<b>InVision FM</b>						
IVFM-001	InVision FM 5 License Pack	1	1	\$20,250.00	90 Days	12 Months
IVFM-002	InVision FM License Count 6 through 10	1	5	\$3,150.00	90 Days	12 Months
IVFM-003	InVision FM License Count 11 through 50	1	40	\$2,700.00	90 Days	12 Months
IVFM-004	InVision FM License Count 51 or more	1	No Limit	\$2,250.00	90 Days	12 Months
<b>InVision Secure</b>						
IVSE-001	InVision Secure 5 License Pack	1	1	\$20,250.00	90 Days	12 Months
IVSE-002	InVision Secure License Count 6 through 10	1	5	\$3,150.00	90 Days	12 Months
IVSE-003	InVision Secure License Count 11 through 50	1	40	\$2,700.00	90 Days	12 Months
IVSE-004	InVision Secure License Count 51 or more	1	No Limit	\$2,250.00	90 Days	12 Months
<b>InVision Sustain</b>						
IVSU-001	InVision Sustain 5 License Pack	1	1	\$20,250.00	90 Days	12 Months
IVSU-002	InVision Sustain License Count 6 through 10	1	5	\$3,150.00	90 Days	12 Months
IVSU-003	InVision Sustain License Count 11 through 50	1	40	\$2,700.00	90 Days	12 Months
IVSU-004	InVision Sustain License Count 51 or more	1	No Limit	\$2,250.00	90 Days	12 Months



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

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

132-34: InVision Software Maintenance			
Product #	Product	Item	GSA Price w/ IFF
<b>InVision Foundation</b>			
IVF101M	InVision Foundation (Up to 5 Users)	Annual Maintenance	\$3,600.00
<b>InVision FM</b>			
IVFM100M	InVision FM Core Module	Annual Maintenance	\$675.00
IVFM101M	InVision Space & Occupancy Module	Annual Maintenance	\$675.00
IVFM102M	InVision Asset Management Module	Annual Maintenance	\$675.00
IVFM103M	InVision Service Request Module	Annual Maintenance	\$675.00
IVFM904M	InVision Lease Management Module	Annual Maintenance	\$675.00
<b>InVision Secure</b>			
IVSE200M	InVision Secure Core Module	Annual Maintenance	\$675.00
IVSE201M	InVision Security Risk Analysis Module	Annual Maintenance	\$675.00
IVSE202M	InVision Security Planning Module	Annual Maintenance	\$675.00
IVSE203M	InVision Security Response Module	Annual Maintenance	\$675.00
<b>InVision InSite</b>			
IVIS300M	InVision InSite Core Module	Annual Maintenance	\$675.00
IVIS301M	InVision Portfolio Analysis Module	Annual Maintenance	\$675.00
<b>InVision Additional Modules</b>			
IVAM901M	InVision Connect Module	Annual Maintenance	\$675.00
IVAM902M	InVision Inspections Module	Annual Maintenance	\$675.00
IVAM903M	InVision Campus Viewer Module	Annual Maintenance	\$675.00
IVDC-001M	InVision Toolkit <sup>SM</sup> CAD <-> GIS	Annual Maintenance	\$216.00

**132-34: InVision Additional User License Software Maintenance**

<b>Product #</b>	<b>Product</b>	<b>MIN Order</b>	<b>MAX Order</b>	<b>Item</b>	<b>GSA Price w/ IFF</b>
<b>InVision FM</b>					
IVFM-001M	InVision FM 5 License Pack	1	1	Annual Maintenance	\$4,050.00
IVFM-002M	InVision FM License Count 6 through 10	1	5	Annual Maintenance	\$630.00
IVFM-003M	InVision FM License Count 11 through 50	1	40	Annual Maintenance	\$540.00
IVFM-004M	InVision FM License Count 51 or more	1	No Limit	Annual Maintenance	\$450.00
<b>InVision Secure</b>					
IVSE-001M	InVision Secure 5 License Pack	1	1	Annual Maintenance	\$4,050.00
IVSE-002M	InVision Secure License Count 6 through 10	1	5	Annual Maintenance	\$630.00
IVSE-003M	InVision Secure License Count 11 through 50	1	40	Annual Maintenance	\$540.00
IVSE-004M	InVision Secure License Count 51 or more	1	No Limit	Annual Maintenance	\$450.00
<b>InVision Sustain</b>					
IVSU-001M	InVision Sustain 5 License Pack	1	1	Annual Maintenance	\$4,050.00
IVSU-002M	InVision Sustain License Count 6 through 10	1	5	Annual Maintenance	\$630.00
IVSU-003M	InVision Sustain License Count 11 through 50	1	40	Annual Maintenance	\$540.00
IVSU-004M	InVision Sustain License Count 51 or more	1	No Limit	Annual Maintenance	\$450.00

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

132-51: Information Technology Professional Services		
Product #	Product	Fully Loaded Off-Site Hourly Rates
PB03	Business Systems Analyst II	\$114.30
PB07	Data Architect I	\$128.56
PB08	Data Architect II	\$135.40
PB13	Database Analyst III	\$121.56
PB19	GIS Analyst III	\$82.68
PB20	GIS Analyst / Programmer	\$118.57
PB21	GIS Application Developer	\$94.52
PB22	GIS Consultant – Senior	\$118.57
PB23	GIS Database Specialist / Analyst	\$107.79
PB24	GIS System/Software Architect	\$118.21
PB25	GIS System/Software Architect - Senior	\$136.16
PB26	GIS System/Software Developer	\$132.66
PB27	GIS Technical Specialist	\$107.79
PB28	Project Administrator I	\$62.43
PB30	Project Manager	\$116.61
PB31	Project Manager I	\$125.70
PB36	Software Developer II	\$110.30
PB37	Software Developer III	\$126.10
PB45	Senior Systems Engineer	\$125.45
PB38	Software Systems Engineer	\$101.58
PB39	Strategic Planner	\$177.47
PB44	Systems Engineer	\$104.54
PB46	Tech Lead/Project Lead	\$147.62
PB51	Web Software Developer	\$97.11

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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