On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is http://www.gsaadvantage.gov. For more information on ordering, visit www.gsa.gov/schedules.

**MULTIPLE AWARD SCHEDULE (MAS)**

**CONTRACT NUMBER:** 47QTCA19D001D  
**CONTRACT PERIOD:** October 29, 2018 – October 28, 2023  
**PRICELIST CURRENT THROUGH:** PS-0011, effective December 3, 2020

**CONTRACTOR:** Premier Data Services, Inc.  
15 Inverness Way East  
Englewood, CO 80112  
303.377.0033 (telephone)  

**CONTRACTOR’S POINT OF CONTACT FOR CONTRACT ADMINISTRATION:**

Normena Walton  
Premier Data Services, Inc.  
15 Inverness Way East  
Englewood, CO 80112  
303.377.0033 (telephone)  
normena.walton@ihsmarkit.com

**BUSINESS SIZE:** Large
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EXHIBIT A – IHS GENERAL TERMS AND CONDITIONS OF USE FOR SUBSCRIPTIONS AND SOFTWARE
CONTRACTOR INFORMATION

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Software Licenses</td>
</tr>
<tr>
<td>54151</td>
<td>Software Maintenance Services</td>
</tr>
<tr>
<td>54151S</td>
<td>Information Technology Professional Services</td>
</tr>
<tr>
<td>541370GIS</td>
<td>Geographic Information Services</td>
</tr>
<tr>
<td>ANCILLARY</td>
<td>Ancillary Supplies and Services</td>
</tr>
<tr>
<td>OLM</td>
<td>Order-Level Materials</td>
</tr>
</tbody>
</table>

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

<table>
<thead>
<tr>
<th>SIN</th>
<th>Model Number</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>PDS132A</td>
<td>$4,546.00</td>
<td></td>
</tr>
<tr>
<td>54151</td>
<td>PDS133A</td>
<td>$818.00</td>
<td></td>
</tr>
<tr>
<td>54151S</td>
<td>Geospatial Analyst I</td>
<td>Data Conversion Svcs</td>
<td>$0.10</td>
</tr>
<tr>
<td>541370GIS</td>
<td>Geospatial Analyst I</td>
<td>Data Conversion Svcs</td>
<td>$0.10</td>
</tr>
<tr>
<td>ANCILLARY</td>
<td>Imaging Technician</td>
<td>$48.34/hour</td>
<td></td>
</tr>
</tbody>
</table>

1c. HOURLY RATES: See page 16 below

2. MAXIMUM ORDER: See NOTE TO ORDERING ACTIVITIES (below)

<table>
<thead>
<tr>
<th>SIN</th>
<th>Maximum Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$500,000</td>
</tr>
<tr>
<td>54151</td>
<td>$500,000</td>
</tr>
<tr>
<td>54151S</td>
<td>$500,000</td>
</tr>
<tr>
<td>5413740GIS</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>ANCILLARY</td>
<td>$250,000</td>
</tr>
<tr>
<td>OLM</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned Contactor for a better price. The Contractor may (1) offer a new price for this requirement, (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: $100

4. GEOGRAPHIC COVERAGE: 50 States, DC and US Territories

Under Cooperative Purchasing authorized State and local government entities are eligible to place orders.

5. POINT(S) OF PRODUCTION: Same as contractor's address.

6. DISCOUNT FROM INTERNAL RATE:
The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. QUANTITY DISCOUNT: 2%>$200k

8. PROMPT PAYMENT TERMS: Net 30 Days
9. **GOVERNMENT PURCHASE CARD:**
   Accepted for sales at or below the micro-purchase threshold. Not accepted for purchases above the micro-purchase threshold.

10. **FOREIGN ITEMS:** None

11a. **TIME OF DELIVERY:** 15 Days ARO

11b. **EXPEDITED DELIVERY:** Please contact the Contractor for availability and rates.

11c. **OVERNIGHT AND 2-DAY DELIVERY:** Please contact the Contractor for availability and rates.

11d. **URGENT REQUIREMENTS:** N/A

12. **FOB POINT:** Destination*
   *All contractor travel required in the performance of this contract and orders placed hereunder must comply with the Federal Travel Regulations (FTR) or Joint Travel Regulations (JTR), as applicable, in effect on the date(s) the travel is performed for the IT professional labor types offered.

13a. **ORDERING ADDRESS:** Same as contractor address above

13b. **ORDERING PROCEDURES:**
   Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA’s) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14. **PAYMENT ADDRESS:** Same as contractor address above

15. **WARRANTY PROVISION:**
   See Approved End User License Agreement for SIN 512210 Software License

16. **EXPORT PACKING CHARGES:** Not Applicable

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**
   Government purchase cards will be acceptable for payment below the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** Not Applicable

19. **TERMS AND CONDITIONS OF INSTALLATION:** Not Applicable

20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** Not Applicable

20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES:** None

21. **LIST OF SERVICE AND DISTRIBUTION POINTS:** Not Applicable

22. **LIST OF PARTICIPATING DEALERS:** None

23. **PREVENTIVE MAINTENANCE:** None
24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): None

24b. SECTION 508 COMPLIANCE FOR ELECTRONIC and INFORMATION TECHNOLOGY: Not Applicable

25. DUNS NUMBER: 83-570-5195

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.
CORPORATE OVERVIEW/CAPABILITIES

Premier Data Services is a leading provider of innovative geographic and information systems, services and data. Since its inception in 1994, Premier has developed, launched and successfully marketed a continuously growing suite of high-value software applications and services to hundreds of clients in the government and private sectors. We bring value to our customers by automating the previously costly and labor-intensive tasks of researching, analyzing, and mapping land records and related data.

Premier's employees possess unsurpassed knowledge of U.S. land history, administration, surveying, governance, tenure and utilization. We pride ourselves on understanding the land information needs of both industry and government. We excel in developing, deploying, and maintaining geographic systems, software and relational databases. And we have assembled some of the best, most qualified talent in the industry to help our customers increase operational efficiency and make better decisions.

Premier has served more than 200 customers and thousands of users since its inception. Our valued clients include the Bureau of Land Management, Bureau of Indian Affairs, Bureau of Reclamation, U.S. Forest Service, State of Colorado, to name just a few. We enjoy an outstanding reputation within the industry and with our customers.

Geospatial Services

Data Editing & Enhancement

Digital data developed for one application often times must be edited or enhanced for use in other applications. Premier possesses extensive capabilities to edit, enhance and improve legacy data sets ranging from image-based graphic editing and enhancement to attributing data structures for use in geospatial applications. We have the tools, the talent and the technology necessary to extract the maximum value from your data and enhance both its usability and availability.

Scanning

Premier uses advanced technology to produce high-quality raster image maps. Our service allows the use of highly accurate, geo-rectified imagery as a display background, superimposing associated data such as leases, oil wells, mines and pipelines.

Data Conversion

Data conversion is an essential element in the creation, implementation and ongoing maintenance of land information systems and landware tools. Premier has the expertise and capacity to accommodate data conversion projects of any size. Our data conversion capabilities include key entry, large and small format scanning, vectorization and other procedures. Digital conversion is also available for a variety of textual, CAD and GIS formats. In addition, we are accomplished in converting legacy land records into modern, user-friendly formats compatible with desktop environments.
**Data Integration**

Whether the need is for a spatially accurate "as built" database or requires the combining of vectorized data with raster images, the successful implementation of any land information system requires the integration of a variety of cartographic data sets and images, with electronic hard copy databases. Premier provides the resources and knowledge necessary to successfully merge existing data into your land systems.

**Custom Mapping**

Premier can produce a wide variety of custom maps designed to meet the individual requirements of any customer. Our custom maps can present a variety of data including combinations of our land data, cartographic images and vector data sets, government information and customer proprietary information.
TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENCES (SPECIAL ITEM NUMBER 511210) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 54151) 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 following agreements are included at the end of this pricelist:
   1. General Terms and Conditions for use of Subscriptions and Software
   2. Maintenance and Support Agreement for Software Products

3. GUARANTEE/WARRANTY
   a. Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contractor’s commercial pricelist will apply to this contract.
   b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
   c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES
Premier Data Services without additional charge to the ordering activity, shall provide a hot line technical support number given to the ordering agency at time of purchase for the purpose of providing user set-up assistance and guidance in the implementation of the software. The technical support number, 303-377-0033, is available between 8:00am and 5:00pm (Mountain Standard Time) Monday through Friday (excluding holidays).

5. SOFTWARE MAINTENANCE
   a. Software maintenance as it is defined: (select software maintenance type):
      1. _______ Software Maintenance as a Product

      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.
      2. ____X_____ Software Maintenance as a Service

      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, on-line 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.
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). PONT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES (SIN 511210) AND MAINTENANCE (SIN 54151)
   a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor 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.

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 54151, if the licensee elects to order such services. Title to the software shall remain with the Contractor.
9. **UTILIZATION LIMITATIONS - (SIN 511210, AND SIN 54151)**
   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 511210) – NOT APPLICABLE**
    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, 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, 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. *Premier Data Services does not offer the option to copy licenses.*
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBERs 54151S, 541370GIS)

NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately. All non-professional labor categories are offered under SIN ANCILLARY.

1. SCOPE
a. The prices, terms and conditions stated under Special Item Numbers 54151S and 541370GIS Information Technology Professional Services apply exclusively to IT 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 Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.
5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)
(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

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

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

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

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

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

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

6. INSPECTION OF SERVICES

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 Professional Services.

9. INDEPENDENT CONTRACTOR
All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.
10. ORGANIZATIONAL CONFLICTS OF INTEREST
a. Definitions.
“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.
An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

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

11. INVOICES
The Contractor, upon completion of the work ordered, shall submit invoices for IT 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 I – 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 order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING
## LABOR CATEGORY HOURLY RATES – SIN 54151S, 541370GIS and ANCILLARY

<table>
<thead>
<tr>
<th>SIN</th>
<th>CLIN</th>
<th>SERVICE PROPOSED (e.g. Job Title/Task)</th>
<th>UNIT OF ISSUE (e.g. Hour, Task, Sq ft)</th>
<th>2018 - 2019 PRICE OFFERED TO GSA (including IFF)</th>
<th>2019 - 2020 PRICE OFFERED TO GSA (including IFF)</th>
<th>2020 - 2021 PRICE OFFERED TO GSA (including IFF)</th>
<th>2021 - 2022 PRICE OFFERED TO GSA (including IFF)</th>
<th>2022 - 2023 PRICE OFFERED TO GSA (including IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S, 541370GIS</td>
<td>PDS010</td>
<td>Geospatial Project Manager</td>
<td>hour</td>
<td>$ 191.03</td>
<td>$ 195.43</td>
<td>$ 199.92</td>
<td>$ 204.52</td>
<td>$ 209.22</td>
</tr>
<tr>
<td>54151S, 541370GIS</td>
<td>PDS003</td>
<td>Associate GIS/LIS Landware Consultant</td>
<td>hour</td>
<td>$ 203.17</td>
<td>$ 207.84</td>
<td>$ 212.62</td>
<td>$ 217.51</td>
<td>$ 222.52</td>
</tr>
<tr>
<td>54151S, 541370GIS</td>
<td>PDS008</td>
<td>Principal GIS/LIS Landware Trainer</td>
<td>hour</td>
<td>$ 255.38</td>
<td>$ 261.26</td>
<td>$ 267.27</td>
<td>$ 273.41</td>
<td>$ 279.70</td>
</tr>
<tr>
<td>54151S, 541370GIS</td>
<td>PDS007</td>
<td>Senior GIS/LIS Landware Trainer</td>
<td>hour</td>
<td>$ 142.64</td>
<td>$ 145.92</td>
<td>$ 149.28</td>
<td>$ 152.71</td>
<td>$ 156.22</td>
</tr>
<tr>
<td>54151S, 541370GIS</td>
<td>PDS011</td>
<td>Principal GIS/LIS Landware Programmer</td>
<td>hour</td>
<td>$ 186.91</td>
<td>$ 191.21</td>
<td>$ 195.60</td>
<td>$ 200.11</td>
<td>$ 204.71</td>
</tr>
<tr>
<td>54151S, 541370GIS</td>
<td>PDS004</td>
<td>Senior GIS/LIS Landware Programmer</td>
<td>hour</td>
<td>$ 130.91</td>
<td>$ 133.92</td>
<td>$ 137.00</td>
<td>$ 140.16</td>
<td>$ 143.38</td>
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<tr>
<td>54151S, 541370GIS</td>
<td>PDS006</td>
<td>Senior Geospatial Analyst**</td>
<td>hour</td>
<td>$ 133.99</td>
<td>$ 137.07</td>
<td>$ 140.22</td>
<td>$ 143.45</td>
<td>$ 146.74</td>
</tr>
<tr>
<td>54151S, 541370GIS</td>
<td>PDS009</td>
<td>Geospatial Analyst III**</td>
<td>hour</td>
<td>$ 103.37</td>
<td>$ 105.74</td>
<td>$ 108.18</td>
<td>$ 110.66</td>
<td>$ 113.21</td>
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<tr>
<td>54151S, 541370GIS</td>
<td>PDS005</td>
<td>Geospatial Analyst II**</td>
<td>hour</td>
<td>$ 83.08</td>
<td>$ 84.99</td>
<td>$ 86.95</td>
<td>$ 88.95</td>
<td>$ 90.99</td>
</tr>
<tr>
<td>54151S, 541370GIS</td>
<td>PDS001</td>
<td>Geospatial Analyst I**</td>
<td>hour</td>
<td>$ 70.84</td>
<td>$ 72.47</td>
<td>$ 74.14</td>
<td>$ 75.84</td>
<td>$ 77.59</td>
</tr>
<tr>
<td>54151S, 541370GIS</td>
<td>PDS013</td>
<td>Professional Surveyor**</td>
<td>hour</td>
<td>$ 133.81</td>
<td>$ 136.89</td>
<td>$ 140.04</td>
<td>$ 143.26</td>
<td>$ 146.56</td>
</tr>
<tr>
<td>ANCILLARY</td>
<td>PDS002</td>
<td>Imaging Specialist**</td>
<td>hour</td>
<td>$ 53.60</td>
<td>$ 54.83</td>
<td>$ 56.10</td>
<td>$ 57.39</td>
<td>$ 58.71</td>
</tr>
<tr>
<td>ANCILLARY</td>
<td>PDS012</td>
<td>Imaging Technician**</td>
<td>hour</td>
<td>$ 48.34</td>
<td>$ 49.45</td>
<td>$ 50.59</td>
<td>$ 51.75</td>
<td>$ 52.94</td>
</tr>
</tbody>
</table>

**SCA Wage Determinations**

**The Service Contract Labor Standards (SCLS), formerly the Service Contract Act (SCA) is applicable to Multiple Award Schedule contracts. Labor categories marked with a (**) in this pricelist, may be subject to SCLS.**

Premier considers the labor categories under SINs 54151S and 541370GIS to be Professional; however, some of these categories are classified as SCA because they include subcontractors or part-time individuals that are paid at an hourly rate, which makes them SCA.
LABOR CATEGORY DESCRIPTIONS – SINs 54151S and 541370GIS

*On occasion, there may be a need to waive the requirements in order to use the best individual for the task. Therefore, waivers to the education/experience requirements or security clearance levels may be granted by either the task order contracting officer. If such a waiver is included in our proposal, award of said proposal shall be deemed a grant of the waiver.

Education and experience may be substituted for each other. Each year of relevant experience may be substituted for 1 year of education, and vice versa. In addition, certifications, professional licenses, vocational technical training, and completion of task specific training programs may be substituted for experience or education with the written approval of the ordering activity.

<table>
<thead>
<tr>
<th>DEGREE</th>
<th>EXPERIENCE EQUIVALENCE*</th>
<th>OTHER EQUIVALENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>General educational development credential or vocational degree</td>
<td>High school diploma</td>
<td>Vocational or technical training in work-related field</td>
</tr>
<tr>
<td>Associate’s</td>
<td>2 years relevant experience</td>
<td>Vocational or technical training in work-related field or completion of task specific training programs developed by the contractor</td>
</tr>
<tr>
<td>Bachelor’s</td>
<td>Associate’s degree +2 years relevant experience, or 4 years relevant experience</td>
<td>Professional certification (i.e. GIS certificate) or completion of task specific training programs developed by the contractor</td>
</tr>
<tr>
<td>Master’s</td>
<td>Bachelor’s + 2 years relevant experience, or Associate’s degree + 4 years relevant experience</td>
<td>Professional license or completion of task specific training programs developed by the contractor</td>
</tr>
<tr>
<td>Doctorate</td>
<td>Master’s + 2 years relevant experience, or Bachelor’s + 4 years relevant experience</td>
<td></td>
</tr>
</tbody>
</table>

*Successful completion of each year of higher education that has not resulted in a degree can be counted 1-for-1 for a year of experience.

**Specialty areas where noted represent the expertise of PDS colleagues in this category and are not all inclusive.

Geospatial Project Manager

Minimum/General Experience: Minimum ten (10) years of related technical experience within the geospatial industry, at least two years of which is project management experience.

Functional Responsibility: Manages the day-to-day operations of the project. Prepares project estimates and work plans using company experience on prior projects and the proprietary company methods and tools for planning and estimating projects. Prepares and presents project status reports to company and client management. Resolves project staffing and planning issues. Manages the company staff assigned to the project. Conducts preliminary quality assurance over project deliverables and project activities. May manage the contractual relationship with the client. Is considered to be a senior technical expert who provides advice, design, and development on complex technical tasks. Works independently without direct supervision.
Minimum Education: Bachelor’s Degree in Geographic Information Systems, Remote Sensing, Geography, or other related area or equivalent experience. An advanced degree and/or certification in Project Management is preferred.

**Geospatial Analyst I**

Minimum/General Experience: Requires 0-5 years of related technical experience within the geospatial industry. Performs geospatial, GIS, LIS, and Landware data abstraction, entry, verification, editing, integration, production, cartographic finishing, data production, cartographic production and quality assurance utilizing current and past versions of ArcGIS, AutoCAD, and other geospatial industry software, and Premier Data Services’ suite of software products. In addition, must possess some level of proficiency with one or more of the following: scanning and cartographic imaging, geo-rectification and geospatial transformations, GPS data acquisition and integration, GIS database development and data integration, or cartographic development and finishing.

Functional Responsibility: Performs spatial data production operations and technical activity relative to the creation, editing and maintenance of geospatial data, geodatabases, and other GIS/LIS/Landware data including, to various degrees, such functions as geospatial data entry and editing, geo-rectification and merging of data features, mapping, and plotting.

Minimum Education: Bachelor’s Degree in Geographic Information Systems, Remote Sensing, Geography, or other related area or equivalent experience. A GIS Certificate from an undergraduate or graduate program can be substituted for a Bachelor’s Degree in the above-mentioned fields.

**Geospatial Analyst II**

Minimum/General Experience: Requires 5 - 8 years of related technical experience within the geospatial industry. Performs geospatial, GIS, LIS, and Landware data abstraction, entry, verification, editing, integration, production, cartographic finishing, and QA using geospatial software products, and/or other advanced geographic information system software and tools. Must be highly proficient in the use of at least one geospatial (GIS, LIS, or Landware) tool set. In addition, must possess demonstrated proficiency with one or more of the following: scanning and cartographic imaging, geo-rectification and geospatial transformations, GPS data acquisition and integration, GIS database development and data integration, or cartographic development and finishing.

Functional Responsibility: Creates, edits, and maintains geospatial data, geographic databases, electronic maps, and presentation quality paper maps via the entry, compilation, integration, and analysis of divergent geospatial data sets, paper records, land records/parcel data, and other tabular and graphical data.
Minimum Education: Bachelor’s Degree in Geographic Information Systems, Remote Sensing, Geography, or other related area or equivalent experience. A GIS Certificate from an undergraduate or graduate program can be substituted for a Bachelor’s Degree in the above-mentioned fields.

**Geospatial Analyst III**

Minimum/General Experience: Minimum eight (8) years of related technical experience within the geospatial industry. Performs high level geospatial, GIS, LIS, and Landware data analysis using multiple geospatial technologies. Must be able to research real property records including deeds, easements, rights-of-way and miscellaneous land title instruments. Must possess a thorough understanding of the principles of land surveying and land tenure, and be able to assemble and evaluate multiple sources of geospatial data for complex relational analysis. Evaluates and processes coordinate data from various LIS/Landware systems. Contributes knowledge and expertise to the development and implementation of integrated solutions related to geospatial and land information systems. Demonstrates proficient technical writing and presentation abilities.

Functional Responsibility: Develops integrated geospatial and land information data sets that depict ownership, use authorization and use conflict situations. Writes procedures documents, needs assessments and performs business analysis. Also develops documentation to support business process analysis, user requirements definition and systems implementation specifications.

Minimum Education: Bachelor’s Degree in Geographic Information Systems, Remote Sensing, Geography, or other related area or equivalent experience. A GIS Certificate from an undergraduate or graduate program can be substituted for a Bachelor’s Degree in the above-mentioned fields.

**Senior Geospatial Analyst**

Minimum/General Experience: Minimum ten (10) years of related technical experience within the geospatial industry. Performs GIS, LIS, and Landware data abstraction, entry, verification, editing, integration, production, cartographic finishing, and QA using geospatial software products, and/or other advanced geographic information system software and tools. Must be highly proficient in the use of at least one geospatial (GIS, LIS, or Landware) tool set. In addition, must possess demonstrated proficiency with one or more of the following: scanning and cartographic imaging, georectification and geospatial transformations, LIS/Landware data acquisition and integration, LIS database development and data integration, or cartographic development and finishing.

Functional Responsibility: Creates, edits, and maintains geospatial data, geographic databases, electronic maps, and presentation quality paper maps via the entry, compilation, integration, and analysis of
divergent geospatial data sets, paper records, LIS data, and other tabular and graphical data.

Minimum Education: Bachelor’s Degree in Geographic Information Systems, Remote Sensing, Geography, or other related area or equivalent experience. A GIS Certificate from an undergraduate or graduate program can be substituted for a Bachelor’s Degree in the above-mentioned fields.

Senior GIS/LIS Landware Programmer

Minimum/General Experience: Minimum five (5) years of related technical experience within the geospatial industry. Develops block diagrams and logical flow charts. Translates detailed designs into GIS, LIS, and/or Landware software and databases. Tests, debugs, and refines the computer software to produce the required product within the relevant geographic computing environment. Prepares required program level documentation. Enhances software to reduce operating time and improve efficiency. Must possess an in-depth understanding and a high level of proficiency in at least one of the following: Geographic Information Systems, Land Information Systems, or Landware Systems.

Functional Responsibility: Analyzes geo-spatial oriented applications and design specifications for areas such as automated mapping, land records management/modernization, GIS/LIS data integration, and other areas. Designs, develops, tests, and implements applications in support of the automation and enhancement of all types of spatially oriented systems and data structures.

Minimum Education: Bachelor’s Degree in Computer Science with an emphasis in Geographical Information Systems or other related area or equivalent experience.

Principal GIS/LIS Landware Programmer

Minimum/General Experience: Minimum ten (10) years of related technical experience within the geospatial industry. Performs mission critical GIS, LIS, and/or Landware business process and system analysis. Designs, develops, and perfects strategic and/or tactical business, action, and/or system plans relating to the implementation of geo-spatial information technologies on an organization wide and/or functional unit basis. Identifies and quantifies resource requirements, costs and benefits on both a global and task specific basis. Possess superior knowledge and expertise so recognized in the community that the individual is considered an industry-leading expert and authority in the relevant field and/or discipline. Demonstrates exceptional oral and written communication and presentation skills.

Functional Responsibility: Analyzes mission critical issues relating to business needs and operating requirements. Designs, develops, perfects, and assists in the implementation of strategic and tactical business,
action, and system plans relating to GIS, LIS, and/or Landware information technologies.

Minimum Education: Master’s degree or equivalent experience.

Specialty Areas:

GIS software development as it relates to land records. Extensive knowledge of Premier Data Service’s suite of proprietary software products, ESRI’s ArcGIS, MS Visual Studios, MS Silverlight, Adobe Flex and Java. Knowledge of Federal, State, Private and Tribal land records systems and related land records applications/business practices.

**Associate GIS/LIS Landware Consultant**

Minimum/General Experience: Minimum ten (10) years of related technical experience within the geospatial industry. Performs mission critical GIS, LIS, and/or Landware business process and system analysis. Designs, develops, and perfects strategic and/or tactical business, action, and/or system plans relating to the implementation of geo-spatial information technologies on an organization wide and/or functional unit basis. Identifies and quantifies resource requirements, costs and benefits on both a global and task specific basis. Possess superior knowledge and expertise so recognized in the community that the individual is considered an industry-leading expert and authority in the relevant field and/or discipline. Demonstrates exceptional oral and written communication and presentation skills.

Functional Responsibility: Analyzes mission critical issues relating to business needs and operating requirements. Designs, develops, perfects, and assists in the implementation of strategic and tactical business, action, and system plans relating to GIS, LIS, and/or Landware information technologies.

Minimum Education: Master’s degree or equivalent experience.

Specialty Areas: Leading expert in the design, implementation, use, and management of all aspects of land information systems and system operations and the development of standards and procedures.

**Senior GIS/LIS Landware Trainer**

Minimum/General Experience: Minimum five (5) years of related technical experience within the geospatial industry. Training development and delivery (one-to-one, classroom, small groups, train-the-trainer, etc.) Extensive experience and education in one or more relevant geographic, land, or landware technologies. Highly developed written and verbal communication and presentation skills.

Functional Responsibility: Provides one-to-one, classroom, and/or computer lab training. Designs, develops, and produces educational material, handouts, electronic presentations, and other training aids.

Minimum Education: Bachelor’s Degree or equivalent experience.
Specialty Areas: Extensive knowledge of Premier Data Service’s suite of proprietary software products and knowledge of Federal, State, Private and Tribal land records systems and related land records applications/ business practices.

Principal GIS/LIS Landware Trainer

Minimum/General Experience: Minimum ten (10) years of related technical experience within the geospatial industry. Training development and delivery (one-to-one, classroom, small groups, train-the-trainer, etc.) Extensive experience and education in one or more relevant geographic, land, global positioning, or landware technologies. Highly developed written and verbal communication and presentation skills.

Functional Responsibility: Provides one-to-one, classroom, and/or computer lab training. Designs, develops, and produces educational material, handouts, electronic presentations, and other training aids.

Minimum Education: Bachelor’s Degree or equivalent plus five years of training experience.

Specialty Areas: Extensive knowledge of Premier Data Service’s suite of proprietary software products and knowledge of Federal, State, Private and Tribal land records systems and related land records applications/ business practices.

Professional Surveyor

Minimum/General Experience: Minimum ten (10) years of related technical experience and be a Certified Federal Surveyor (CFedS). Must possess thorough knowledge of the legal aspects of land surveying in the state performing work, above average verbal and written communication and presentation skills, and proficiency in Microsoft Office. Must be able to read, analyze, and interpret complex documents; respond effectively to sensitive inquiries; and work with mathematical concepts.

Functional Responsibility: As a preliminary to GIS mapping efforts, performs advanced surveying work on a variety of office and field projects.

Minimum Education: High School Diploma or equivalent plus ten years of training experience.

Specialty Areas: High School Diploma or GED, Professional Land Survey License and successfully completed the Certified Federal Surveyor program. Proficiency in Trimble GeoXH GPS receivers and software for processing survey data.
## SIN 54151S Data Conversion Services & Prices

<table>
<thead>
<tr>
<th>SIN(s) PROPOSED</th>
<th>SERVICE PROPOSED (e.g. Job Title/Task)</th>
<th>UNIT OF ISSUE (e.g. Hour, Task, Sq ft)</th>
<th>200 DPI</th>
<th>300 DPI</th>
<th>400 DPI</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCANNING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>54151S</td>
<td>B/W, Color, Grayscale Scanning 8 1/2&quot; x 11&quot; Output Format: TIFF, JPG, PDF</td>
<td>each</td>
<td>$0.10 - $2.00</td>
<td>$0.10 - $2.00</td>
<td></td>
</tr>
<tr>
<td>54151S</td>
<td>B/W, Color, Grayscale Scanning 8 1/2&quot; x 14&quot; Output Format: TIFF, JPG, PDF</td>
<td>each</td>
<td>$0.50 - $3.00</td>
<td>$3.00 - $10.00</td>
<td>$10.00 - $15.00</td>
</tr>
<tr>
<td>54151S</td>
<td>B/W, Color, Grayscale Scanning 11&quot; x 17&quot; Output Format: TIFF, JPG, PDF</td>
<td>each</td>
<td>$0.50 - $3.00</td>
<td>$3.00 - $10.00</td>
<td>$10.00 - $15.00</td>
</tr>
<tr>
<td>54151S</td>
<td>B/W Scanning 23&quot; x 33&quot; Output Format: TIFF, JPG, JPG2, PDF</td>
<td>each</td>
<td>$1.50 - $5.00</td>
<td>$5.00 - $10.00</td>
<td>$10.00 - $15.00</td>
</tr>
<tr>
<td>54151S</td>
<td>Color or Grayscale Scanning 23&quot; x 33&quot; Output Format: TIFF, JPG, JPG2, PDF</td>
<td>each</td>
<td>$6.00 - $10.00</td>
<td>$10.00 - $15.00</td>
<td>$15.00 - $20.00</td>
</tr>
<tr>
<td>54151S</td>
<td>Non Standard Scanning Output Format: TIFF, JPG, JPG2, PDF</td>
<td>sq.ft</td>
<td>$5.25/sq ft.</td>
<td>$6.25/sq ft.</td>
<td>$7.25/sq ft.</td>
</tr>
<tr>
<td>MICROFORM SCANNING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>54151S</td>
<td>B/W, Color, Grayscale - Microform images or aperture chip physical documents will be provided and linked by default file name. Output Format: TIFF, JPG, PDF</td>
<td>each</td>
<td>$0.10 - $1.50</td>
<td>$0.25 - $2.00</td>
<td></td>
</tr>
<tr>
<td>BOOK SCANNING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>54151S</td>
<td>B/W, Color, Grayscale - Maximum book thickness of 170 mm Output Format: TIFF, JPG, JPG2, PDF</td>
<td>each</td>
<td>$0.50 - $5.00</td>
<td>$5.00 - $5.00</td>
<td>$4.00 - $10.00</td>
</tr>
<tr>
<td>ROLL FILM</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>54151S</strong></td>
<td>B/W, Color, Color-infrared negatives: 1,210 dpi, 1,814 dpi</td>
<td>Output Format: TIFF, JPG 14, 21 microns</td>
<td>$5.00 - $10.00 per frame</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
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<td></td>
</tr>
<tr>
<td><strong>CUT ROLL SINGLE FRAME FILM</strong></td>
<td>B/W, Color, Color-infrared negatives: 1,210 dpi, 1,814 dpi - cut roll single frames can be any size up to 10.82” x 9.84”</td>
<td>Output Format: TIFF, JPG 14, 21 microns</td>
<td>$13.00 - $28.00 per frame</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SINGLE FRAME FILM</strong></td>
<td>B/W, Color, Color-infrared contact prints: Cut roll single frames can be any size up to 12” x 18”</td>
<td>Output Format: TIFF, JPG 600, 1200, 1800 dpi</td>
<td>$13.00 - $28.00 per frame</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Base price is listed. An actual price and quantity will be determined after a thorough review of the requirements and materials is made.

2. Higher resolutions available upon request

3. Books over 12” x 16” will be evaluated

4. Prices do not include shipping

5. All prices are per page for a single image format (TIFF, PDF, JPEG, JPEG2, etc)
<table>
<thead>
<tr>
<th>COMPUTER ASSISTED PARCEL DATA CONVERSION</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>Computer Assisted Parcel Data Conversion - Rectangular PLSS: Legal land descriptions contained in a non-spatial digital database or table. Legal land descriptions reference a PLSS meridian, township, range, first division, second division or special survey.</td>
<td>$.202 - $.998</td>
<td>each</td>
</tr>
</tbody>
</table>

1. Base price is listed. An actual price and quantity will be determined after a thorough review of the requirements and materials is made.


3. Rates apply to parcels and not geo-political or administrative boundary mapping.

4. Provided as Geodatabase or Shapefile

5. Prices do not include shipping

6. The BLM is designated as the lead Federal agency for supporting the PLSS under the authority of OMB circular No. A-16

7. Additional requirements for processing can be performed under this contract using Premier’s labor rates
## SIN 511210 Term Software License and 54151 Software Maintenance Services

<table>
<thead>
<tr>
<th>Part #</th>
<th>Description</th>
<th>GSA PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PDS132A</td>
<td>CarteView for ArcGIS (requires annual support -- see support fee)-A software tool for converting textual legal land descriptions and land records databases to polygon coverages compatible with ArcGIS. These records can include deeds, patents leases etc. CarteView also processes legal descriptions for oil, gas and water well locations. This software tool is an ArcGIS extension and requires ArcGIS to function.-Node Lock License Per Seat(1)</td>
<td>$4,444.00</td>
</tr>
<tr>
<td>PDS132B</td>
<td>CarteView for ArcGIS (requires annual support -- see support fee)-A software tool for converting textual legal land descriptions and land records databases to polygon coverages compatible with ArcGIS. These records can include deeds, patents leases etc. CarteView also processes legal descriptions for oil, gas and water well locations. This software tool is an ArcGIS extension and requires ArcGIS to function.-Total Package Software Price per Concurrent User</td>
<td>$5,777.00</td>
</tr>
<tr>
<td>PDS133A</td>
<td>CarteView for ArcGIS annual support fee, payable at time of initial purchase, and annually thereafter-The complete annual support agreement is listed at the end of this price list.- Node Lock License Per Seat(1)</td>
<td>$800.00</td>
</tr>
<tr>
<td>PDS133B</td>
<td>CarteView for ArcGIS annual support fee, payable at time of initial purchase, and annually thereafter-The complete annual support agreement is listed at the end of this price list.- Total Package Software Price per Concurrent User</td>
<td>$1,040.00</td>
</tr>
</tbody>
</table>
TERMS AND CONDITIONS APPLICABLE TO ANCILLARY SUPPLIES AND/OR SERVICES
(SPECIAL ITEM NUMBER ANCILLARY)

Non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be offered or purchased separately. Further, non-professional labor categories shall be offered under SIN ANCILLARY only and must be offered in conjunction with professional service SINs.

The Service Contract Labor Standards (SCLS) may be applicable to services offered under SIN ANCILLARY. The following language shall be included at the end or beginning of each detailed position description. "Non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

Ancillary supplies and/or services are support supplies and services which are not within the scope of any other SIN under the Multiple Award Schedule.

Note: Commercially available products under this solicitation may be covered by the Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) programs. For applicable products, offerors are encouraged to offer Energy Star-qualified products and EPEAT-registered products, at the Bronze level or higher. If offerors opt to offer Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) products then they shall identify by model which products offered are Energy Star-qualified and EPEAT-registered, broken out by registration level of bronze, silver, or gold.

Visit the Green Procurement Compilation, sftool.gov/green procurement for a complete list of products covered by these programs.

LABOR CATEGORY DESCRIPTIONS – SIN ANCILLARY

**Imaging Technician**

Minimum/General Experience: Minimum two (2) years of related technical experience within the geospatial/land records industry. Entry level position with basic computer literacy and experience operating scanner hardware and software. Ability to perform data entry and other data conversion tasks with accuracy with oversight.

Functional Responsibility: Scans documents and graphics into a digital format and reconfigures this information into various outputs. Conducts document preparation, data entry, scanning and conversion tasks.

Minimum Education: High School diploma (or GED) and basic computer literacy.

*Non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.*

**Imaging Specialist**

Minimum/General Experience: Minimum two (2) years of related technical experience within the geospatial industry. Demonstrated experience operating scanner hardware and software. Prior experience with various document and graphics formats converted to digital outputs.

Functional Responsibility: Performs responsibilities of imaging technician as well as providing oversight to the company staff assigned to the project. Conducts preliminary quality assurance over project deliverables and project activities. Writes procedures documents, and...
develops documentation to support process implementation specifications for project staff.

Minimum Education: Associate Degree and basic computer literacy.

*Non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.
IHS General Terms and Conditions of Use for Subscriptions and Software

1. DEFINITIONS.
   1.1 "Agreement" means these Data Terms and Conditions, the incorporated Exhibit, and the applicable Order Forms.
   1.2 "Authorized User(s)" means employees of Client who must access a Product solely to help Client use the Product for its licensed purpose. Client assumes full liability and responsibility for the acts and omissions of its Authorized Users (and the Authorized Users of its Affiliates if Client has licensed the Products on behalf of its Affiliates) and will take all reasonable steps to ensure that no unauthorized persons shall have access to the Product.
   1.3 "Client Information" means any confidential or proprietary information or data provided by Client to IHS to enable IHS to perform its obligations under the Agreement.
   1.4 "Confidential Information" means: (a) IHS Property; (b) Client Information; and (c) any information that by its nature, Recipient knows or should know is confidential or proprietary, including Discloser business or technical information.
   1.5 "Documentation" means the material, user guides, and manuals provided by IHS to Client for use with a Product.
   1.6 "Exhibit" means the Exhibit which contains the terms or conditions specific to the Products.
   1.7 "Expenses" means the reasonable and documented expenses incurred by IHS to provide Products to Client.
   1.8 "Fees" means the money owed to IHS for Products or provided in the Order Form. Fees are exclusive of Expenses, packing and carriage charges or on Products which are shipped physically.
   1.9 "IHS Property" means: (a) the business process, management and analytics technologies of IHS, including without limitation; any algorithms, analyses, data, databases, Documentation, formats, forecasts, formulas, inventions, know-how, methodologies, processes, tools, trade secrets, and Products, and (b) any and all derivative works, enhancements, or other modifications to any of the above.
   1.10 "Internal Use" means that Authorized Users may use the Product only for Client's internal business purposes. Except as otherwise specified on an Order Form, Products are not licensed for external use.
   1.11 "Maintenance" means the services described in the Maintenance and Support Agreement attached hereto.
   1.12 "Order Form" means the document executed by both Parties describing the Product(s) being licensed, the license term, Fees, Expenses, and any additional charge on Products which are shipped physically.
   1.13 "Product(s)" means all information provided by IHS and/or its third party providers to Client under an Order Form which may be accessed electronically or delivered/received in physical format. Products may include any web tools, search engines, or software provided by IHS that can be used by Client when accessing Products which Client agrees to use only for purpose of accessing the Products and subject to the restrictions as set forth herein. IHS reserves the right to replace or make any change to the Product(s) by providing at least 45 days prior written notice to the Client.
   1.14 "Taxes" means value-added, sales, use, import, or any taxes other than taxes assessed upon the income of IHS.
   1.15 "Update" means an error correction, patch, bug fix, minor modification, or new release of the Products that is generally made available to purchasers of Maintenance at no additional charge. Updates do not include any major modifications, options, or future products for which IHS, in its sole discretion, determines to license separately and charge a separate Fee.

2. LICENSE TYPES
   2.1 "Enterprise-Wide License" means a type of license that unless otherwise specified in the Order Form, grants Client the right to allow an unlimited number of Authorized Users to access the Product throughout Client's locations. An Enterprise-Wide License does not include Client affiliates, unless the Order Form specifically extends the Enterprise-Wide License to Client affiliates.
   2.2 "One-Time License" means a type of license that allows Client to access a single delivery (in any format offered by IHS) of a Product and is not based on an ongoing subscription. Any automatic renewal terms in this Agreement will not apply to an One-Time License.
   2.3 "Site License" means a type of license that only allows Client to access the Product from the location(s) listed in the Order Form. Proxy or community access from locations not listed in the Order Form is strictly prohibited.
   2.4 "User License" means a type of license that only allows the number of Authorized Users specified in the Order Form to access the Product.

3. FEES, PAYMENT AND DELIVERY.
   3.1 IHS will invoice Client for all Fees and Expenses due under any Order Form. All Fees under this Agreement are due and payable in U.S. Dollars within thirty (30) days after the date of Client's receipt of IHS invoice. FAR 52.212-4(g), "Invoice," and FAR 52.212-4(i), "Payment," in FAR 52.212-4, "Contract Terms and Conditions - Commercial Items," in IHS' GSA Multiple Award Schedule contract shall govern all invoice and payment transactions between IHS and the Client under this Agreement.
   3.2 Delivery of Products is deemed to occur and risk of loss passes upon delivery or when IHS provides access codes to Client that allow Client to access or to take immediate possession of Product.
   3.3 STATE and Local Taxes: In accordance with FAR 52.229-1 State and Local Taxes (APR 1984) (DEVIATION 1 - MAY 2003)," Fee(s) exclude all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this Agreement. IHS shall state separately on its invoices the taxes excluded from the contract price, and the Client agrees either to pay the amount of the taxes to IHS or provide evidence necessary to sustain an exemption.

4. AUTHORIZED USE.
   4.1 Data Products
   4.1.1 License Grant. IHS grants to Client, and Client hereby accepts, a license that is limited, nonexclusive, nontransferable, nonsublicensable, and revocable (solely to extent provided in Section 7, of the Agreement), for Client to use the Product in the specified media and accompanying Documentation (if any), for its Internal Use only.. The Order Form will specify information relevant to the license grant, including: (a) the license type (e.g. Enterprise-Wide, Site, or User), (b) the license term (e.g. perpetual/One-Time or term/subscription), and (c) the Product(s) being licensed.
   4.1.2 Creation of Works from the Product. Client may create reports or presentations (collectively "Work") using information from the Product provided such Work is for Client's Internal Use only. Nothing in this section will operate so as to vest in Client any proprietary rights in any Products or portions of Work in any way derived from Products.
   4.1.2.1 Amount of Product in Works. Client undertakes: (i) that the information from the Product used in the Work will be insubstantial and de minimis in nature and will not be primarily a copy of the Product, and (ii) not to create Work that uses a portion of the Product that could reasonably be considered substantial.
   4.1.2.2 Work Not to be Commercialized. Client must never use Work to produce a commercial product, service, or derivative, or directly for revenue generating purposes.
   4.1.2.3 Citing IHS in Work. In Work, Client will represent IHS or its third party provider as the source of the Product information in the
following form: "Includes content supplied by [NAME OF IHS COMPANY] or its third party provider]; Copyright © [NAME OF IHS COMPANY] or its third party provider], [publication year]. All rights reserved".

4.1.2.4 Use of Work at End of Term or Termination. Upon termination or expiry of this Agreement and/or Order Form, subject to payment of the applicable Fees, and subject to Client’s continued compliance with the Agreement; IHS and/or its sole discretion may consent to permit Client to continue to access Work created by Client.

4.1.3 Other Copying and Distribution. Except as specifically authorized in Section 2.2.2 or the applicable Order Form, Client shall use its best efforts to inform its Authorized Users that they may not copy, distribute, publish, republish, scan, transfer, sell, license, lease, give, permanently retain, decompile, reverse engineer, or otherwise reproduce, disclose or make available to others, or create derivative works from the Product or any portion thereof. Client may make a reasonable number of copies of any Documentation, provided all such copies include all legends, copyright and other proprietary notices that appear on the original.

4.1.4 Protection of IHS Intellectual Property. Client agrees to take commercially reasonable actions on a day-to-day basis to assist IHS in the protection of its and its third party providers’ intellectual property.

4.2 Software Products

4.2.1 License Grant. Subject to the terms and conditions of the Agreement, IHS grants to Client, and Client hereby accepts, a license that is limited, nonexclusive, nontransferable, nonsublicensable, and revocable (solely to the extent provided in Section 7 of the General Terms). Client may use the Product in the specified media and accompanying Documentation (if any), for its Internal Use only. The Order Form will specify information relevant to the license being purchased, including: (a) the license type (e.g., Enterprise-Wide, Site, or User), (b) the license term (e.g. perpetual or term), and (c) the Product(s) being licensed.

4.2.2 Product Not to be Reverse Engineered. Client must not reverse engineer, disassemble, decompile, create derivative works, or otherwise alter or modify Products provided hereunder.

4.2.3 Product Not to be Commercialized. Except as may be expressly authorized in this Agreement, Client may not transfer, sublicense, relicense or commercially exploit Products; or use Products for third party transactions, commercial time-sharing, rental, or service bureau use; or publicly perform or publicly display Products; or otherwise reproduce, directly or indirectly, Products in whole or in part, or any related materials.

4.2.4 De-Installation of Products. Should Client replace any of its computers containing an installed Product, Client will remove the Product, along with any hardware or data furnished to Client by IHS in connection with the installation of the Product, from such computer, so that no subsequent user may possess or have access to the Product.

4.2.5 Effect of Term or Termination. Client may not permanently retain Product, including: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form. Except as otherwise specified on an Order Form, Client represents and warrants that - upon any expiration or termination of this Agreement or an Order Form, as applicable, - Client immediately will: (x) discontinue all use of Product(s) associated with any expired or terminated Order Forms; (y) destroy any items relating to Products (including but not limited to data, software, and Documentation) and purge any Product data from all electronic media; and (z) upon request from IHS provide written certification to IHS that Client has complied with this paragraph.

4.2.6 Effect on Assignment. In accordance with Section 10.5 of the General Agreement, if IHS grants Client the right to assignment, Client acknowledges Fees may be payable upon grant of assignment.

5. WARRANTIES.

5.1. IHS Data Products. Any Product provided by IHS under this Exhibit is provided "AS IS." Product(s) are compiled from materials furnished to or obtained by IHS from outside sources. IHS does not warrant the completeness or accuracy of the information, that Client’s use of Product(s) will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy Client’s requirements.

5.2 IHS Software Products. IHS warrants that any Products provided by IHS under this Exhibit will comply with all material specifications set forth in the Order Form or the Documentation accompanying the Product for a period of 90 days from date of delivery, if Client is to install, or 90 days from date of installation, if IHS is to install. IHS warrants that such Product does not contain known viruses, bugs, or lock-out capabilities, unless expressly set forth in the Order Form. Upon receiving specific written notice from Client of a warranty issue, IHS may ask Client to help reproduce operating conditions similar to those present when Client detected the warranty issue. Client’s sole and exclusive remedy for any breach of this warranty is for IHS, in the following order of priority, to: (a) use commercially reasonable efforts to correct such failure within 30 days of receipt of written notice from Client; or (b) terminate the Order Form for the defective portion of the Product(s) and refund the Fees paid by Client for the defective portion.

5.3 Disclaimer. Other than the express warranties described in Section 5.2 above, IHS AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO FITNESS FOR A PARTICULAR PURPOSE OUTSIDE OF THAT REPRESENTED ON THE ORDER FORM OR DOCUMENTATION, AND NONINFRINGEMENT. NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES AVAILABLE UNDER THE SCHEDULE CONTRACT AND FEDERAL PROCUREMENT LAW. CLIENT ASSUMES ALL RISK IN USING THE RESULTS OF PRODUCT(S).

6. OWNERSHIP OF INTELLECTUAL PROPERTY.

6.1 IHS or its third party providers owns all IHS Property, and Client owns all Client Information. Client may provide suggestions/feedback which IHS may use without any obligation to Client so long as such suggestions/feedback do not include Client Information.

6.2 Neither Party will remove any copyright, trademark, or other proprietary notices of the other Party or any third party on any materials received from the other Party and each Party will reproduce all such notices on all copies of such materials.

7. CONFIDENTIAL INFORMATION.

Where either party ("Discloser") provides the other ("Recipient") with Confidential Information, it shall be held in strict confidence and shall not be disclosed or used for any purpose other than as specifically authorized/provided in the Agreement without the prior written consent of the other. Confidential Information shall not include information: (i) which is or becomes public knowledge other than by a breach of this clause, (ii) that is required to be disclosed by any applicable law or by any recognized stock exchange, (iii) that is obtained from a third party without breach of an obligation of confidentiality and (iv) information which can be shown to have been independently developed by the parties by means other than through its access to the Confidential Information. Upon any expiration or termination of this Agreement or Order Form, Recipient promptly will return to Discloser or destroy all Discloser Confidential Information that it has in its possession or control related to the Agreement or Order Form as applicable.

8. INDEMNIFICATION.

8.1 By IHS.

8.1.1 Except as otherwise specifically set forth in an Order Form, IHS will indemnify, defend, and hold harmless Client for any damages (and related attorney’s fees) awarded by a court in favor of any third party alleging that Products infringe or misappropriate any third party intellectual property rights, including any patent, copyright, trademark, or
trade secret, in the country(s) of Client’s locations as licensed under an Order Form (“Infringement Claim”).

8.1.2 IHS will have no liability under this Section 8.1 for any Infringement Claim arising from: (a) failure to use Products in accordance with the Agreement, (b) the modification of a Product not specifically authorized in writing by IHS; (c) the combination of a Product with any third party software, equipment, or information not specified in the Documentation; (d) the use of a version of a Product other than the then-current version, if the infringement would have been avoided by use of the then-current version; or (e) compliance with designs, plans, or specifications furnished by or on behalf of the Client.

8.1.3 If Products are held or are believed by IHS to infringe, IHS may choose, at its sole expense, (a) to modify the Products so that they are non-infringing; (b) to replace the Products with non-infringing Products that are functionally equivalent; (c) to obtain a license for Client to continue to use the Products; or if none of (a), (b), or (c) is commercially reasonable, then (d) to terminate the Order Form for the infringing Products and refund Fees paid for such infringing Product(s); (i) in case of provision of subscription Products, prorated from the date of the Infringement Claim, or (ii) in case of provision of software Products, based upon a five year depreciation schedule. This Section 8.1 states the entire liability of IHS and Client’s sole and exclusive remedy for any infringement of third party proprietary rights of any kind.

8.2 Indemnification Procedure. The indemnification obligations of IHS under this Section 8 are contingent upon the Client providing to the IHS: (a) prompt written notice of the alleged claim; (b) sole control of the defense or settlement of the alleged claim; and (c) reasonable cooperation and assistance, at IHS’s expense. If the Client chooses to be represented by counsel, it will be at the Client’s sole cost and expense.

9. LIMITATION OF LIABILITY.

9.1 NEITHER IHS, ITS THIRD PARTY PROVIDERS, NOR THE CLIENT WILL BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY, INCLUDING BUT NOT LIMITED TO (a) ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, REVENUE, SAVINGS, OR BUSINESS; (b) LOSS OF DATA OR INFORMATION; (c) LOSS OF GOOD WILL, REPUTATION, OR SIMILAR LOSSES; OR (d) BUSINESS INTERRUPTIONS ARISING OUT OF OR RELATED TO THE AGREEMENT OR ANY USE OF OR INABILITY TO USE PRODUCTS, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT’S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT’S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (“GSA”), 41 U.S.C. 701-6 (REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 52.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

9.2 The maximum liability of IHS, its third party providers to the Client for all claims under this Agreement, in warranty, contract, tort, or otherwise, will not exceed: in the case of Products, the Fees paid by Client in the prior 12 months for the defective Products that are the subject of the claim. 9.3 The limitations of liability in this Section 9 will not apply to the liability of either Party for: (a) damages related to death or personal injury arising out of the gross negligence or willful misconduct of the other Party; (b) any damages or liability incurred as a result of fraud or fraudulent misrepresentation of the other Party; or (c) to claims or loss(es) based upon breaches of a Party’s License/Authorized Use or intellectual property rights by the other Party.

10. TERM AND TERMINATION.

10.1 This Agreement will have an initial term that runs for 1 year from the Effective Date. The term of a Product license will be set forth in the applicable Order Form.

10.2 Except as otherwise provided herein, the termination rights and obligations of the parties shall be governed by the termination language of FAR 52.212-4 Contract Terms and Conditions—Commercial Items and the Contracts Dispute Act (41 U.S.C. Section 7101-7109 and FAR 33.202). Any termination does not relieve either Party of any liability incurred prior to such termination, or for Client’s payment for unaffected Products. Upon the termination of this Agreement, or any Order Form; all Fees and Expenses owed by Client through the date of termination automatically and immediately become due and payable.

10.3 Upon any expiration or other termination of an Order Form, all licenses granted under this Agreement will automatically terminate. All terms and conditions of the Agreement will continue to apply to any Order Forms that have not been so terminated.

10.4 Effect of Term or Termination. Unless otherwise provided in the Agreement, Client may not permanently retain Product, including: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form. Client represents and warrants that, upon any expiration or termination of this Agreement or an Order Form, as applicable, Client immediately will: (x) discontinue all use of Product(s) associated with any expired or terminated Order Forms; (y) destroy any items relating to Products (including but not limited to data, software, and Documentation) and purge any Product data from all electronic media; and (z) upon request from IHS provide written certification to IHS that Client has complied with this paragraph.

11. ANTI-CORRUPTION AND EXPORT CONTROL.

Both parties shall (i) comply with all applicable laws of the United States and other jurisdictions relating to anti-corruption and agree not to perform, offer, give and receive bribes or corrupt actions in relation to the procurement or performance of this Agreement and (ii) comply with all applicable export laws and regulations of the United States and other relevant local export laws as they apply to the Products/Deliverables provided by IHS under this Agreement. Failure to comply with all applicable anti-corruption or export laws will be deemed a material breach of the Agreement.

12. U.S. GOVERNMENT USE.

The following is a notice to Client as well as to any potential third party recipients of the Products: The Products provided hereunder: (a) were developed at private expense and are IHS proprietary information; (b) were not developed with government funds; (c) are an IHS trade secret for purposes of the Freedom of Information Act; and (d) are commercial items as defined in FAR 2.101. Any Products, used by, for, or on behalf of the U.S. Government are provided with LIMITED RIGHTS. Any software or tools embedded in Products used by or on behalf of the U.S. Government is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure of data or software by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FARS 12.211 and 12.212(a) and/or Commercial Computer Software at DFARS 227.7202-1(a) or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 227.219, as applicable. Manufacturer is IHS.

13. AUDIT.

Upon reasonable notice by IHS to Client, and not more than once annually (unless prior violations have been discovered), during the term of this Agreement and 1 year thereafter, IHS may audit relevant records (e.g. records related to Client’s use of Products) at Client’s location during normal business hours to enable IHS to ensure Client’s compliance with the Agreement. Such audit shall be at IHS’ expense and performed in a manner consistent with all Client security measures.

14. ENABLING SOFTWARE.

If the Products licensed under this Exhibit are provided along with any web tool, search engine or software in order to access the Products (“Enabling Software”), Client agrees to use the Enabling Software only for purpose of accessing the Products and subject to the restrictions as set forth herein.

15. SECURITY MEASURES.

15.1 Upon reasonable notice by IHS to Client, IHS reserves the right to employ security measures to monitor usage of the Products to ensure Client’s compliance with the Agreement so long as these security measures are not prohibited by law and in accordance with the Client’s security requirements. Any attempt to circumvent such access restrictions or IHS security measures will be considered a material breach of this Exhibit.
15.2 For certain Products, IHS will issue to Client a password to access the Products, which Client acknowledges is only for Client’s and its Authorized Users’ use and may not be shared with anyone else. Client is solely responsible for all use, authorized or unauthorized, of Products (including use by Authorized Users). Client must notify IHS immediately of any unauthorized use of Products and/or passwords.

16. PHYSICAL DELIVERY.
Products which are shipped physically shall be delivered within an estimated and reasonable timeframe and time is not of the essence. IHS shall not be liable for any delay in the Delivery of Products that are shipped physically.

17. MISCELLANEOUS.
17.1 General. A modification of this Agreement will only be valid if executed by both parties. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations hereunder except for payment for any Fees if such delay or failure result from events, circumstances or causes beyond its reasonable control. Client may assign the rights and obligations under the Agreement to any third party (whether directly or indirectly, by operation of law or otherwise) only with the prior written consent of IHS. IHS may subcontract any or all of its obligations under this Agreement to subcontractors of its choosing. Client agrees that IHS affiliates are not deemed subcontractors for purposes of this section. This Agreement is binding on the Parties, their successors, and assigns. The Agreement will be construed under the federal common laws of the United States of America, supplemented by federal procurement law and regulations. The Parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods. If any provision of the Agreement is found invalid or unenforceable, the remaining portions will remain in full force and effect. All notices required under the terms and conditions must be in writing and delivered by commercially established courier service, facsimile with written confirmation of delivery; email with written confirmation of delivery, or via certified mail, return receipt requested, to the addresses specified in the Order Form. Any legal notices must also be copied to “Attention: IHS Legal Department, General Counsel.” No failure or delay by either Party to exercise any right they may have operates as a waiver of their rights at any future time. The Parties are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture or employment relationship between the Parties. The terms and conditions of the Agreement will survive the expiration or other termination to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate. No term of the Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to the Agreement.

17.2 Execution. Each person executing this Agreement on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to execute and deliver this Agreement. Each Agreement may be executed simultaneously in two or more counterparts, each or which will be considered an original, but all of which together will constitute one and the same instrument. Each Party consents to the other Party’s use of electronic signatures on this Agreement and/or any Exhibit or Order Form attached or appended hereto. Neither party may object to the legal effect or enforceability, as a result of such electronic signature, which will be considered to be an original binding signature.