Locus Technologies is the definitive worldwide source of on-demand environmental data management software and storage, as well as a key consulting services provider.

**SPECIAL ITEM NUMBER 132–32 – TERM SOFTWARE LICENSES**

**SPECIAL ITEM NUMBER 132–34 – MAINTENANCE OF SOFTWARE**

**SPECIAL ITEM NUMBER 132–51 – INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services
- FPDS Code D308 Programming Services
- FPDS Code D310 IT Backup and Security Services
- FPDS Code D311 IT Data Conversion Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.
LOCUS TECHNOLOGIES
299 Fairchild Drive
Mountain View, CA 94043
Phone Number: 650–960–1640
www.locustec.com

Contract Number: GS–35F–0370Y

Period Covered by Contract: April 25, 2017 to April 24, 2022

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # LEW4ALGJ, dated September 19, 2012.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).
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SECTION I – INFORMATION FOR ORDERING ACTIVITIES

APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

- [ X ] The Geographic Scope of Contract will be domestic and overseas delivery.
- [ ] The Geographic Scope of Contract will be overseas delivery only.
- [ ] The Geographic Scope of Contract will be domestic delivery only.
2. **CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:**

The address for sending all orders and payments is:

```
c/o Accounts Receivable Department
Locus Technologies
299 Fairchild Drive
Mountain View, CA 94043
```

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. Locus Technologies and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card) up to $2,500. In addition, bank account information for wire transfer payments will be shown on the invoice.

Orders for Software Licenses (SINs 132–32 and Technical Support (SIN 132–34) must be executed on the applicable Locus Technologies Ordering Document. In no event may an ordering activity unilaterally impose additional terms, conditions or other requirements (e.g., Representations and Certifications or agency supplemental clauses) upon Locus Technologies by virtue of their unilateral incorporation in or attachment to an order. In no event shall any additional terms, including any terms that are preprinted, attached to, or referenced in an order have any force or effect without the express written agreement of Locus Technologies and the ordering activity. Within five (5) workdays of receipt of an order from an eligible non-federal ordering activity authorized to use this GSA Schedule under the Cooperative Purchasing Program Locus will provide notice to the ordering activity as to whether such order will be accepted.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: +1 650-960-1640

3. **LIABILITY FOR INJURY OR DAMAGE**

Locus Technologies shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by Locus Technologies, unless such injury or damage is due to the fault or negligence of Locus Technologies.
4. **STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**

Block 9: G. Order/Modification Under Federal Schedule Contract

Block 16: Data Universal Numbering System (DUNS) Number: **03–6553642**

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

Block 31: Woman–Owned Small Business: **No.**

Block 37: Contractor's Taxpayer Identification Number (TIN): **94–3270122**

Block 40: Veteran Owned Small Business (VOSB): **No.**

a. CAGE Code: **No current CAGE Code**

b. Locus Technologies has registered with the Central Contractor Registration Database.

5. **FOB DESTINATION**

   See Section 1 above.

6. **DELIVERY SCHEDULE**

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

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>132–32</td>
<td>TBD in Order</td>
</tr>
<tr>
<td>132–34</td>
<td>TBD in Order</td>
</tr>
<tr>
<td>132–51</td>
<td>TBD in Order</td>
</tr>
</tbody>
</table>

b. **URGENT REQUIREMENTS**

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

7. **DISCOUNTS**

   Prices shown are NET Prices; Basic Discounts have been deducted.
   
a. Prompt Payment: 0%

b. Quantity – No quantity discounts offered.

c. Dollar Volume – No dollar volume discounts offered.

d. Other Special Discounts (i.e. Government Education Discounts, etc.) – No other special discounts offered.

8. **TRADE AGREEMENTS ACT OF 1979, as amended:**

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

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

   Export packing will be provided pursuant to Locus Technologies’ standard commercial practice in effect at the time of shipment.

10. **SMALL REQUIREMENTS**

    The minimum dollar value of orders to be issued is $2,500. Any order less than $2,500 is subject to acceptance by Locus Technologies.

11. **MAXIMUM ORDER**

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

    a. The Maximum Order for the following Special Item Numbers (SINs) is $5,000,000:

        Special Item Number 132–32 – Term Software Licenses
b. Any order exceeding the maximum order threshold is subject to acceptance by Locus Technologies.

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405–1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405–2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED–STDS), which are cited by ordering activities, shall be responded to promptly by Locus Technologies.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.
13.2 **FEDERAL TELECOMMUNICATION STANDARDS (FED–STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED–STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED–STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED–STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619–8925. Please include a self–addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975–2833.


a. **Security Clearances:** Locus Technologies may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

b. **Travel:** Locus Technologies may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99–234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

c. **Certifications, Licenses and Accreditations:** As a commercial practice, Locus Technologies may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

d. **Insurance:** As a commercial practice, Locus Technologies may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
e. Personnel: Locus Technologies may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

f. Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, Locus Technologies’ participation in such order may be restricted in accordance with FAR Part 9.5.

g. Documentation/Standards: Locus Technologies may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency’s order.

h. Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency’s order.

i. Government–Furnished Property: As specified by the agency’s order, the Government may provide property, equipment, materials or resources as necessary.

j. Availability of Funds: Many Government agencies’ operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government’s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

k. Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of Locus Technologies having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity’s convenience, and (m) Termination for Cause (See 52.212-4)
16. **GSA ADVANTAGE!**

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

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

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

17. **PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if:

1. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
2. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
3. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
4. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. **CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

1. Time of delivery/installation quotations for individual orders;
(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by Locus Technologies.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

LOCUS DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR ANY BREACH OF THE ABOVE WARRANTIES, THE ORDERING ACTIVITY’S REMEDY SHALL BE THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF LOCUS TECHNOLOGIES CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, THE ORDERING ACTIVITY MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO LOCUS TECHNOLOGIES FOR THE DEFICIENT SERVICES.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Not Applicable

Upon request of Locus Technologies, the ordering activity may provide Locus Technologies with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to Locus Technologies’ technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.
20. **BLANKET PURCHASE AGREEMENTS (BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405–3 when creating and implementing BPA(s).

21. **CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238–74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. **INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis–Bacon Act (40 U.S.C. 276a–276a–7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis–Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis–Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis–Bacon Act. The proper Davis–Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132–8 or 132–9.
23. **SECTION 508 COMPLIANCE**

Any requirements regarding Section 508 compliance for services provided under this contract must be expressly agreed to by Locus Technologies and the ordering activity in the order.

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

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

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

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

b. The following statement:

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

25. **INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

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

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

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

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

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

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item’s interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS

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

28. SEGMENTATION

The services provided under this contract may be related to licenses to use programs that were acquired under a separate agreement and/or order. That agreement and/or order shall govern use of such programs.

Any services acquired through an order under this contract are offered by Locus Technologies separately from such program licenses. Ordering activities may acquire either services or program licenses without acquiring the other.

29. LIMITATION OF LIABILITY

NEITHER LOCUS TECHNOLOGIES NOR AN ORDERING ACTIVITY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE. FURTHER, NEITHER LOCUS TECHNOLOGIES NOR AN ORDERING ACTIVITY SHALL BE LIABLE FOR PUNITIVE DAMAGES EXCEPT TO THE EXTENT THIS LIMITATION IS PROHIBITED BY APPLICABLE LAW. LOCUS TECHNOLOGIES'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDERING ACTIVITY'S ORDER, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO THE AMOUNTS PAID UNDER THE ORDER; HOWEVER, IN THE EVENT OF A TERMINATION FOR CAUSE LOCUS TECHNOLOGIES'S MAXIMUM LIABILITY SHALL BE LIMITED TO REASONABLE
REPROCUREMENT COSTS NOT TO EXCEED AN AMOUNT EQUAL TO THE AMOUNT PAID TO LOCUS TECHNOLOGIES UNDER THE ORDER PLUS 27% OF THE TOTAL AMOUNT OF THE ORDER. 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 USC 3729 TO 3733). FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED HEREIN (I.E., C.28 PRICE REDUCTIONS, C.1 (H) PATENT INDEMNIFICATION (AS MODIFIED), LIABILITY FOR INJURY OR DAMAGE (SECTION I, PARAGRAPH 3 OF THE PRICE LIST), AND GSAR 552.215–72 PRICE ADJUSTMENT -- FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)).”

30. INTELLECTUAL PROPERTY INDEMNIFICATION

If someone makes a claim against an ordering activity, including the U.S. Government, and its officers, employees and agents, or Locus Technologies (“Recipient” which may refer to the ordering activity or Locus Technologies depending upon which party received the Material), that any information, design, specification, instruction, code, data, or material (“Material”) furnished by either the ordering activity or Locus Technologies (“Provider” which may refer to the ordering activity or Locus Technologies depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- gives the Provider control of the defense, with input from Recipient, and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else’s intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it. If an ordering activity is the Provider and such return materially affects Locus Technologies’ ability to meet its obligations under the relevant order (e.g., impairs Locus Technologies’ ability to perform due to a work statement, schedule or cost impact), then Locus Technologies may, at its
option and upon 30 days prior written notice, terminate the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software or data not furnished by the Provider. Locus Technologies will not indemnify an ordering activity to the extent that an infringement claim is based upon the combination of any Material with any products or services provided by third parties and not provided by Locus Technologies.

31. **FORCE MAJEURE**

Neither Locus Technologies nor an ordering activity shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Locus Technologies and ordering activities will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either Locus Technologies or the ordering activity may cancel unperformed services upon written notice. This section does not excuse Locus Technologies’ obligation to take reasonable steps to follow its normal disaster recovery procedures or an ordering activity’s obligation to pay for services provided.

32. **ENTIRE AGREEMENT**

The terms and conditions in this Pricelist, but not including references herein to information contained in a URL for “informational purposes only”, together with the applicable purchase, delivery or task order and/or Locus Technologies Ordering Document and the relevant terms and conditions in the underlying contract, are the complete agreement for services ordered by an ordering activity, and this agreement supersedes all prior or contemporaneous agreements or representations regarding such services. If any term of the agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. This agreement may not be modified, and the rights and restrictions may not be altered or waived, except in writing. URLs referenced for informational purposes only are not incorporated into this Pricelist and the content therein is not endorsed by GSA.
SECTION II

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132–51)

****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 Professional Services within the scope of this Information Technology Schedule.
   b. Locus Technologies shall provide services at Locus Technologies’ facility and/or at the ordering activity location, as agreed to by Locus Technologies and the ordering activity.

2. PERFORMANCE INCENTIVES I–FSS–60 Performance Incentives (April 2000)
   a. Performance incentives may be agreed upon between Locus Technologies 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 Locus Technologies 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 Locus Technologies. 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. Locus Technologies shall commence performance of services on the date agreed to by Locus Technologies and the ordering activity.
   b. Locus Technologies agrees to render services only during normal working hours, unless otherwise agreed to by Locus Technologies 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 Locus Technologies, require Locus Technologies 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 Locus Technologies, 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, Locus Technologies 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 Locus Technologies, 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, Locus Technologies 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 Locus Technologies’ cost properly allocable to, the performance of any part of this contract; and

(2) Locus Technologies 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 LOCUS TECHNOLOGIES

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

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 Locus Technologies and its affiliates, may either (i) result in an unfair competitive advantage to Locus Technologies or its affiliates or (ii) impair Locus Technologies' 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 Locus Technologies, 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**

Locus Technologies, 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 Locus Technologies, 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. Resumes will be provided in PDF format or a link will be provided to the individual’s LinkedIn profile.
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 Locus Technologies 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**

a. Locus Technologies shall provide a description of each type of IT Service offered under Special Item Numbers 132–51. IT Professional Services should be presented in the same manner as Locus Technologies sells to its commercial and other ordering activity customers. If Locus Technologies 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 Professional Services shall be in accordance with Locus Technologies' customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education. Section III of this document contains a detailed list of commercial rates and minimum general experience and education.
TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132–32), AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132–34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. **INSPECTION/ACCEPTANCE**

   Locus Technologies 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)**

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

3. **GUARANTEE/WARRANTY**

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

   **LOCUS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. LOCUS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR**
OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY LOCUS AND ITS LICENSORS.

b. Locus Technologies 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, Locus Technologies will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

Locus Technologies, without additional charge to the ordering activity, shall provide a hot line technical support number (415) 475-7707 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 6AM Pacific Standard Time to 5PM Pacific Standard Time.

5. SOFTWARE MAINTENANCE

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

   _____x_____  1. Term Software License (SIN 132-32)

Includes operating system software, application software, EDI translation and mapping software, enabled E-Mail message based products, Internet software, database management programs, and other software. 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 is 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 users 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 under SIN 132.34 Software Maintenance. Software Maintenance as a product is billed at the time of purchase.

3. 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, 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 Locus Technologies 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. Locus Technologies 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 Locus Technologies.

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 Locus Technologies 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. **TERM LICENSE UPGRADES**
   
a. The ordering activity may upgrade existing, unexpired term licenses to either a longer term, additional modules, additional users, sites, or additional records.

8. **DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**
   
a. Locus Technologies offers its software over the internet via a web browser. Using this software as a service avoids software and equipment compatibility issues.

9. **PILOT PROGRAMS**
   
a. Locus Technologies offers customers the option to test our solutions through a pilot program. This is an initial trial period as defined in the order. After this trial period is over the customer must use a standard order form to receive the Locus Technologies solutions they want to purchase.

    
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 Locus Technologies, 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 Locus Cloud-based software, even if the subdivision did not participate in the acquisition of the software. The pricing is governed by the terms listed in the Section IV below based on the 1) number of sites, 2) number of users, and 3) size of databases. Further, the software may be used on a sharing
basis in accordance with the pricing terms where multiple agencies have joint projects that can be satisfied by the use of the Locus Cloud–based software. 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 Locus Technologies’ 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 Locus Technologies. 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 from any computer connected with a broadband connection to internet.

(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.

12. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

Locus Technologies 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.

13. **RIGHT-TO-COPY PRICING**  
Locus Technologies shall insert the discounted pricing for right-to-copy licenses.

14. **PRICING**  
Section IV of this document contains detailed pricing for the software products and services that Locus Technologies offers.
SECTION III – APPENDICES

1. PRODUCTS AND SERVICES PRICELIST

Locus Technologies is the definitive source worldwide of on-demand environmental, energy, sustainability, carbon, compliance, and health and safety data and information management software and storage, as well as a key consulting services provider in these areas. Through its award-winning family of products, Locus offers a comprehensive suite of web-based environmental information management applications to help small to large enterprises around the globe — both in business and government sectors — meet the complex challenge of managing, sharing, reporting, and visualizing environmental and energy information on-demand.

Locus’ Environmental Information Management (EIM™) and ePortal software is the world’s first and largest online environmental database system designed for environmental professionals. EIM is used on thousands of sites worldwide to manage analytical data, compliance, sustainability, greenhouse gasses, environmental data sets, prepare reports, validate data, create boring logs and cross sections, display aerial photos and more. Locus customers gain actionable insight into carbon emissions, water quality and consumption, energy use and other environmental factors so they can lower their environmental impact while monetizing on operational efficiency.

Locus offers robust, cost-effective environmental risk management solutions, giving businesses and governments alike the power to be green on demand, while lowering operational costs.

Additional information about Locus’s solutions can be found at http://www.locustec.com.

Locus Technologies software is not currently Energy Star compliant.
## 2. INFORMATION MANAGEMENT PROFESSIONAL SERVICES – GSA CATEGORY RATE SCHEDULE

The rates stated here are for all new clients in 2012.

<table>
<thead>
<tr>
<th>ORG LEVEL</th>
<th>SERVICES LABOR CATEGORY</th>
<th>GSA HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Vice President</td>
<td>$387.18</td>
</tr>
<tr>
<td>2</td>
<td>Senior Technical Director</td>
<td>$358.22</td>
</tr>
<tr>
<td>3</td>
<td>Senior Solution Architect</td>
<td>$338.82</td>
</tr>
<tr>
<td>4</td>
<td>Technical Director</td>
<td>$324.84</td>
</tr>
<tr>
<td>5</td>
<td>Senior Project Manager</td>
<td>$313.17</td>
</tr>
<tr>
<td>6</td>
<td>Solution Architect</td>
<td>$310.39</td>
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<tr>
<td>7</td>
<td>Project Manager</td>
<td>$287.35</td>
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<tr>
<td>8</td>
<td>Senior Software Engineer</td>
<td>$267.91</td>
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<tr>
<td>9</td>
<td>Senior Consultant</td>
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<tr>
<td>10</td>
<td>Software Engineer</td>
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<tr>
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<td>Staff Consultant*</td>
<td>$214.44</td>
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<tr>
<td>13</td>
<td>Associate Consultant*</td>
<td>$121.65</td>
</tr>
<tr>
<td>14</td>
<td>Data Entry/Clerk*</td>
<td>$76.79</td>
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</tbody>
</table>
Note: * Designated labor categories are non-exempt employees and must only be provided incidental and used solely to support professional services, and cannot be purchased separately. Personnel have been classified in the above staff categories based on skill, education, and experience level.

Hourly rates will escalate for CPI on an annual basis, based on calendar year.
3. DETAILED DESCRIPTION OF CATEGORY RATES REQUIREMENTS

<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly Rates</th>
<th>Education/Experience Requirements</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vice President</td>
<td>$387.18</td>
<td>Bachelor’s Degree Master's Degree 15 years of relevant experience</td>
<td>Manages large software implementations and reviews proposed customer solution. Responsible for the allocation and management of team based consulting resources, roles and deliverables to meet overall project objectives and customer success criteria. Responsible for the gathering, synthesis and delivery of deployment requirements and company resources to meet project objectives. This involves the coordination and management of internal and external factors including customer expectations and requirements, identifying internal project restraints, escalating project issues to internal management, coordinating internal and external resources to meet project plans.</td>
</tr>
<tr>
<td>Senior Technical Director</td>
<td>$358.22</td>
<td>Bachelor’s Degree Master’s Degree 10 years of relevant experience</td>
<td>Manages Software as a Service group and reviews proposed customer solutions. Responsible for the allocation and management of team based consulting resources, roles and deliverables to meet overall project objectives and customer success criteria. Responsible for hiring resources to deliver solutions to customer. Coordination and management of internal and external factors including customer expectations and requirements, identifying internal project restraints, escalating project issues to internal management, coordinating internal and external resources to meet project plans.</td>
</tr>
<tr>
<td>Senior Solution Architect</td>
<td>$338.82</td>
<td>Bachelor’s Degree 5 years project related experience</td>
<td>Provides input on complexity, development time and cost of proposed solution. Conducts and facilitates workshops, meetings and interviews to gather technical requirements including technical architecture, infrastructure, environment, integration and development requirements. Provides domain</td>
</tr>
</tbody>
</table>
Manages Locus software engineering team and ultimately responsible that customer solutions are delivered in a timely manner. Responsible for hardware and software infrastructure. Deploys and maintains a variety of Windows Servers, Exchange 2003/2007/2010, SQL Server, Active Directory, VMWare VSphere and SonicWall network infrastructure for all users connecting from the LAN and remote–site offices and offsite data center where SaaS is housed. Responsible for Windows server security, high–availability, capacity planning, performance monitoring, tuning technologies and complex troubleshooting and problem resolution of server issues. Detect, analyze, diagnose and resolve problems associated with server hardware, clusters, network operating systems and application software. Maintain systems security and integrity concerning data and computing resources and take corrective actions as necessary, in compliance with company and industry standards. Responsible for daily administration duties, backup/restore, provision servers, implementing upgrades, working with vendors, etc. Provide third level support to customers and IT Staff on issues relating to SaaS. The position is responsible for the deployment, operations, and maintenance of multiple systems (physical and virtual) throughout the SaaS infrastructure.

Manages customer accounts. Responsible for project Profit/Loss. Provides input on complexity, development time and cost of proposed solution. Conducts and facilitates workshops, meetings and interviews to gather technical requirements including technical architecture, infrastructure, environment, integration and development requirements. Provides domain business and technical expertise and recommendations in the
application of Locus Cloud Software.

<table>
<thead>
<tr>
<th>Role</th>
<th>Salary</th>
<th>Degree</th>
<th>Experience</th>
<th>Responsibilities</th>
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</thead>
<tbody>
<tr>
<td>Solution Architect</td>
<td>$310.39</td>
<td>Bachelor's Degree</td>
<td>3 years project related experience</td>
<td>Provides input on complexity, development time and cost of proposed solution. Conducts and facilitates workshops, meetings and interviews to gather technical requirements including technical architecture, infrastructure, environment, integration and development requirements. Provides domain business and technical expertise and recommendations in the application of Locus Cloud Software.</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$287.35</td>
<td>Bachelor's Degree</td>
<td>8 years project related experience</td>
<td>Experience with large, complex groundwater or landfill sites contaminated with chemicals, such as chlorinated solvents, hydrocarbons, and/or perchlorate, have hands-on experience in dealing with multiple responsible parties (PRPs), be experienced in litigation and expert witness testimony, and experienced with real estate transactions of contaminated properties.</td>
</tr>
<tr>
<td>Senior Software Engineer</td>
<td>$267.91</td>
<td>Master's Degree</td>
<td>10 Years of relevant experience</td>
<td>Develops information systems by studying operations; designing, developing, and installing software solutions; supports and develops software team. Develops software solutions by studying information needs; conferring with users; studying systems flow, data usage, and work processes; investigating problem areas; following the software development lifecycle. Determines operational feasibility by evaluating analysis, problem definition, requirements, solution development, and proposed solutions. Documents and demonstrates solutions by developing documentation, flowcharts, layouts, diagrams, charts, code comments and clear code. Prepares and installs solutions by determining and designing system specifications, standards, and programming. Improves operations by conducting systems analysis; recommending changes in policies and procedures. Updates job knowledge by studying state-of-the-art development tools, programming techniques, and computing equipment; participating in educational opportunities; reading professional</td>
</tr>
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</table>
Publications; maintaining personal networks; participating in professional organizations.


<table>
<thead>
<tr>
<th>Senior Consultant</th>
<th>$248.53</th>
<th>Bachelor's Degree</th>
<th>2 years project related experience</th>
</tr>
</thead>
</table>

Performs development tasks defined by Deployment Consultant, Solutions Architect, Systems Consultant and/or Business Analyst. Develops and implements custom or value-added Locus Cloud Software solutions for clients. Develops and implements new or custom ePractices. Conduct technical presentations to customers, partners and resellers on the Locus Cloud Software API and customized applications. Assist implementation teams (internal and external) with API applications advice.

Align with Locus core values: help companies to reduce their climate change impact, ensure profitable growth, set and attain ambitious goals, and execute projects within approved budgets. Works on multi-disciplinary environmental project teams, conduct business with uncompromising integrity, and deliver project management support to SaaS clients internally and externally, while maximizing customer satisfaction. Must be able to work independently and represent the company and the company’s customers in various venues, including client briefings and meetings with regulators. Additionally, must facilitate cooperative working relationships among customer
organizations and project stakeholders with differing missions. Other responsibilities include: Conduct customer workshops to identify sustainability requirements. Develop sustainability strategies for clients. Prepare organizations for GHG inventory accounting. Create customers GHG inventory through Locus ePortal. Manage energy conservation /emission reduction projects following the Locus sustainability methodology. Research and conduct environmental lifecycle analysis. Ensure quality and customer satisfaction. Develop and Identify engagement risks, resources, roles, assumptions. Capture customer feedback and identify additional customer needs. Develop functional and implementation specifications. Coordinate and facilitate all training efforts needed for the services.

**Software Engineer** $238.76 Bachelor's Degree/ Masters 5 years of general experience

Under general supervision, engineer's software solutions based upon client requirements. Generally reports to a Sr. Software Engineer and makes use of commercially-available or custom Computer Aided Software Engineering (CASE) tools as required also may utilize COTS products and techniques including Tomcat, MS SQL, ColdFusion, Adobe Flex, GML, KML, XML, web services, ArcSDE, ArcIMS, ArcSDE, ArcView, ArcGIS Server, ArcIMS, and Google Maps API.

Engineers software solutions based upon client requirements. Supports a Sr. Software Engineer as required. Uses commercially-available or custom CASE tools as required. Develops technical documentation detailing the project design parameters. May perform other duties as assigned.

**Staff Consultant** $214.44 Bachelor’s Degree 3 years project related experience

Conducts and facilitates workshops, meetings and interviews to gather technical and business requirements including workflow and business practices, technical infrastructure and environment, integration and development requirements. Prepares or assists with documentation of all aspects of the project including business case, business
requirements, process analysis, system requirements, test plans, status reports, project plans, issues tracking, and training materials. Provides domain business and technical expertise and recommendations in the application of Locus Cloud Software.

Development of positioning, messaging and go-to-market planning for new product innovations and releases, to ensure maximum market awareness and acceptance. Develop product content for deliverables including collateral, competitive positioning, marketing campaigns, presentations, product announcements, sales training materials, website updates, newsletters, etc. Work closely with product management, sales engineering, and consulting teams to define and incorporate key product features and benefits within sales and marketing materials. Analyze market dynamics including review of competitors and market trends, support development of Market Requirements Documents. Communicate product/solution messaging to customers, prospects, analysts, journalists, and other market influencers. Work across functional groups to plan and facilitate frequent product launch efforts.

<table>
<thead>
<tr>
<th>Role</th>
<th>Salary</th>
<th>Education</th>
<th>Experience</th>
<th>Responsibilities</th>
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<tbody>
<tr>
<td>Associate Consultant</td>
<td>$121.65</td>
<td>Bachelor's Degree or equivalent</td>
<td>6 years of general experience</td>
<td>Manages the help desk function and personnel. Provides daily supervision and direction to staff that are responsible for phone and in-person support to users in the areas of e-mail, ePortal and EIM directories, standard Windows desktop applications, and applications developed or deployed under Locus’ contracts. Serves as the first point-of-contact for troubleshooting hardware/software, PC, and printer problems.</td>
</tr>
<tr>
<td>Data Entry/Clerk</td>
<td>$76.79</td>
<td>High School Degree or equivalent</td>
<td></td>
<td>Performs as a functional area expert for specialized applications and operational environments, knowledge of computer systems and ability to analyze problems to satisfy task order requirements.</td>
</tr>
<tr>
<td>Requires 3 years of general experience</td>
<td>Provides technical knowledge and analysis of specialized applications and operational environments, and advice on problems which require knowledge of the subject matter for effective solutions. Applies principles, methods and knowledge of the functional area of expertise to specific task order requirements. Assists in the design and preparation of technical reports and related documentation. Assist in the preparation and presentations and briefings as required by the task order. Responsibilities include providing documentation planning and support, project administration, general office support, entering data into database management computer systems for various functional areas to include web usage, GIS applications, database entry, and data validation, Works under general supervision.</td>
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</tbody>
</table>
CONTRACTOR TEAM ARRANGEMENTS

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or –
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.
LIST OF SERVICE AND DISTRIBUTION POINTS

Locus Technologies does not ship physical goods so it does not have distribution points. Locus Technologies has offices in Mountain View, California and Asheville, North Carolina.
LIST OF PARTICIPATING DEALERS

There are no outside distributors for Locus Technologies services.
SECTION IV – TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132–32), AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132–34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. **INSPECTION/ACCEPTANCE**

Locus Technologies 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)**

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

3. **GUARANTEE/WARRANTY**

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

> LOCUS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. LOCUS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR
b. Locus Technologies 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, Locus Technologies will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

Locus Technologies, without additional charge to the ordering activity, shall provide a hot line technical support number (415) 475–7707 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 6AM Pacific Standard Time to 5PM Pacific Standard Time.

5. SOFTWARE MAINTENANCE

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

   _____x_____  1. Term Software License (SIN 132–32)

   Includes operating system software, application software, EDI translation and mapping software, enabled E–Mail message based products, Internet software, database management programs, and other software. 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 is 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 users 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 under SIN 132.34 Software Maintenance. Software Maintenance as a product is billed at the time of purchase.

3. 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, 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 Locus Technologies 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. Locus Technologies 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 Locus Technologies.

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 Locus Technologies 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. TERM LICENSE UPGRADES

b. The ordering activity may upgrade existing, unexpired term licenses to either a longer term, additional modules, additional users, sites, or additional records.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

a. Locus Technologies offers its software over the internet via a web browser. Using this software as a service avoids software and equipment compatibility issues.

9. PILOT PROGRAMS

b. Locus Technologies offers customers the option to test our solutions through a pilot program. This is an initial trial period as defined in the order. After this trial period is over the customer must use a standard order form to receive the Locus Technologies solutions they want to purchase.

10. UTILIZATION LIMITATIONS – (SIN 132-32 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 Locus Technologies, 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 Locus Cloud-based software, even if the subdivision did not participate in the
acquisition of the software. The pricing is governed by the terms listed in the SECTION VI below based on the 1) number of sites, 2) number of users, and 3) size of databases. Further, the software may be used on a sharing basis in accordance with the pricing terms where multiple agencies have joint projects that can be satisfied by the use of the Locus Cloud-based software. 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 Locus Technologies' 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 Locus Technologies. 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 from any computer connected with a broadband connection to internet.

(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.
12. **DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

Locus Technologies 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.

13. **RIGHT-TO-COPY PRICING**

Locus Technologies shall insert the discounted pricing for right-to-copy licenses.

14. **PRICING**

SECTION VI of this document contains detailed pricing for the software products and services that Locus Technologies offers.
SECTION V – TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) FOR TERM SOFTWARE LICENSE (SPECIAL ITEM NUMBER 132–32) AND MAINTENANCE OF SOFTWARE AS A SERVICE (SPECIAL ITEM NUMBER 132–34)

****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. Locus Technologies shall provide services at Locus Technologies’ facility and/or at the ordering activity location, as agreed to by Locus Technologies and the ordering activity.

2. PERFORMANCE INCENTIVES I–FSS–60 Performance Incentives (April 2000)
   a. Performance incentives may be agreed upon between Locus Technologies 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 Locus Technologies 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 Locus Technologies. 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. Locus Technologies shall commence performance of services on the date agreed to by Locus Technologies and the ordering activity.

b. Locus Technologies agrees to render services only during normal working hours, unless otherwise agreed to by Locus Technologies 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 Locus Technologies, require Locus Technologies 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 Locus Technologies, 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, Locus Technologies 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 Locus Technologies, 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, Locus Technologies 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 Locus Technologies’ cost properly allocable to, the performance of any part of this contract; and

(2) Locus Technologies 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 LOCUS TECHNOLOGIES

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

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 Locus Technologies and its affiliates, may either (i) result in an unfair competitive advantage to Locus Technologies or its affiliates or (ii) impair Locus Technologies’ 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 Locus Technologies, 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**

Locus Technologies, 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.

Software invoices will be submitted per standard Locus business practice. Invoices for software licenses may be submitted to the customer at any time after acceptance of the order.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay Locus Technologies, 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. Resumes will be provided in PDF format or a link will be provided to the individual’s LinkedIn profile.
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 Locus Technologies 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**

a. Locus Technologies shall provide a description of each type of software product offered under Special Item Numbers 132–32 and 132–34 and this should be presented in the same manner as Locus Technologies sells to its commercial and other ordering activity customers. If Locus Technologies 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 software products shall be in accordance with Locus Technologies’ customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education. SECTION VI of this document contains a detailed list of commercial rates and commercial terms.
SECTION VI – PRODUCTS AND SERVICES

1. PRODUCTS AND SERVICES

Locus Technologies is the definitive source worldwide of on-demand environmental, energy, sustainability, carbon, compliance, and health and safety data and information management software and storage, as well as a key consulting services provider in these areas. Through its award-winning family of products, Locus offers a comprehensive suite of web-based environmental information management applications to help small to large enterprises around the globe — both in business and government sectors — meet the complex challenge of managing, sharing, reporting, and visualizing environmental and energy information on-demand.

Locus’ Environmental Information Management (EIM™) and ePortal software are the world’s first and largest online environmental database system designed for environmental professionals. EIM is used on thousands of sites worldwide to manage analytical data, compliance, sustainability, greenhouse gasses, environmental data sets, prepare reports, validate data, create boring logs and cross sections, display aerial photos and more. Locus customers gain actionable insight into carbon emissions, water quality and consumption, energy use and other environmental factors so they can lower their environmental impact while monetizing on operational efficiency.

Locus offers robust, cost-effective environmental risk management solutions, giving businesses and governments alike the power to be green on demand, while lowering operational costs.

Additional information about Locus’s solutions can be found at http://www.locustec.com.
2. SOFTWARE PRODUCTS

Locus Technologies offers two major software as service (SaaS) applications:

1. Environmental Information Management (EIM)
   a. Additional information about this product is available online at:
      http://www.locustec.com/eim.asp

2. ePortal
   a. Additional information about this product is available online at:
      http://www.locustec.com/ePortal.asp

EPortal is a platform to which additional modules can be added. Each additional module is priced separately based on the number of users, the number of sites, and the size of the databases associated with the module.

The following modules are offered via ePortal:

- eWaste (Waste Management)
- eAir (Air Emissions Management)
- eAsset (Asset Management)
- eGHG (Carbon Management)
- eEco (Ecological information management)
- eGeo (Subsurface information management)
- eWell (Filed data collection with smart phones and PDAs)
- eEHS (Health and safety management)
- eSite (Site management)
- eAutomation (remote control and automation)
- eTask (Task and compliance management)
- Resource Management Module (RMM) (energy and resource management)

Additional detail about individual Locus products are available at:
http://www.locustec.com/software_products_overview.asp
### Environmental Management Software

**ePortal** is Locus Technologies’ integrated platform for delivering Locus’ compliance and energy management applications through a single sign on (SSO) and secure login. Through ePortal, users can access Locus applications and manage a comprehensive view of their environmental data. ePortal houses a full–featured set of robust software applications and modules to serve the ongoing needs of environmental managers for both day–to–day and long term planning activities, even as customer needs evolve. Applications within ePortal share a common database and are designed so that data is entered once and used for multiple purposes. ePortal brings together the power of Locus’ most popular environmental applications online and on–demand. Key base features in ePortal include facility information management, various GIS and mapping features, data validation, customer define calculations, data rollups, and content/document management (CMS) with full document library features. Multiple permission levels are available along with user defined dashboards.

### EIM™ (Environmental Information Management™)

EIM™ is the world’s largest and most–used online environmental data management system. EIM manages all client mission–critical environmental data, from analytical results for air, water, and soil to geologic and field data. It is designed for managing large quantities of sampling, analytical, geological, and geotechnical data for the investigation, cleanup, and long–term monitoring of environmental sites or emission sources. EIM was the first subscription–based application to organize, manage, and report sampling, analytical and subsurface data in the Cloud. Today, EIM manages more than 15,000 sites worldwide. EIM offers complete analytical chemistry data management, including validation, Electronic Data Deliverable (EDD) error checking, multiple EDD format uploads, and customizable valid values; complete sample planning module with preprinted Chain–of–Custody (COC) forms, work lists, and bottle labels; analytical laboratory interface and APIs to streamline data uploads; customizable permission levels and menus, with secure access; field data upload through Locus’ eWell smart phone application; integrated geologic and subsurface data module (eGEO); Discharge Monitoring Reporting (DMR); and fully customizable, report–ready charting, mapping and reporting, GIS, heat maps, and much more. EIM’s newest module, long term monitoring optimization (LTMO) gives users regulatory–approved tools to evaluate and optimize monitoring networks, providing significant cost reduction opportunities for O&M sites.
**Tasks** is a powerful compliance tool to track, manage, and notify users of important tasks and deliverables. Tasks lets users create tasks quickly and easily, complete them, track deviations and performance, and generate reports. Tasks provides calendar views and custom audit check lists to automate completion of routine tasks. Automated email notifications can also be set up in Tasks, with customizable escalating notifications to notify others if a task is not being completed on schedule. Tasks is fully integrated with the ePortal document management system to enable complete documentation and compliance archiving. The Tasks module includes multisite setup for enterprise customers and allows task tracking by individual users or by job functions to accommodate shift operations.

**eEco** is a Web–based application to manage ecological data and information. eEco can handle all types of ecological data; users define the important attributes of each type of data—including plant types, habitats, coral health, bird counts, mammals, etc.—and eEco will produce the relevant reports required by the user. This way, users can collect any type of data related to an ecological entity and define as many attributes as needed without requiring complicated programming. Like all Locus applications, eEco interacts with EIM, ePortal, and eTask to provide an enterprise solution to customer environmental information management needs [should it be clearer that these modules feed each other data? Is that what you mean here?].

Users can add new ecological entities at any time and create and assign a customized list of attributes for that entity. Once you have built an ecological entity, your users can assign attributes and update data through easy–to–use electronic upload formats. Users can view data in tables, exported to Excel or ArcView, or on live Google maps.

**Regulatory** – The regulatory module provides a comprehensive approach to compliance. Users document regulatory requirements, automatically create compliance tasks, and track compliance status within a single module. Track permits, in–house requirements, regulatory agreements, and any other types of requirements. Permits can also be tracked with documentation on revisions or amendments, so that the correct version of the permit is always available. Powerful reporting tools enable quick review of compliance status for single or multiple sites.

**SPCC** – Locus’ Spill Prevention Control and Countermeasure (SPCC) module is designed to simplify SPCC compliance by tracking required activities and SPCC documentation. Spills can be reported via custom spill forms, follow up inspection actions are automatically generated from inspection task completion check lists, and root cause analysis is tracked based on inspection
findings. Users can also track new and modified equipment associated with regulated facilities.

**Automation** couples recent advances in industrial automation with the latest in Web technology to bring real-time monitoring, remote control and data management to any computer with Internet access. Automation interfaces with ePortal through interactive portlets. It allows customers to automate field data collection, operate treatment systems remotely (such as water treatment plants), or connect to a wireless sensor network for real-time access and reporting. Data collected through Automation can be viewed directly, or integrated into other ePortal applications as needed.

**Assets** is an ePortal application to manage equipment and assets for single or multiple sites. Assets can track just about anything, including tanks, sumps, outfalls, boilers, emission equipment, paint booths, vehicles, groundwater monitoring wells, or any type of facility or site equipment, including machinery, wells, pumps, etc. Assets lets users track important data or information about specific assets, create activities for each asset, or track an asset’s performance. Assets is integrated with Tasks to track and manage all compliance activities associated with equipment. Data entered for Assets can also be shared with other ePortal applications, such as eAir and RMM, to minimize duplicate data entry.

**Air Software**

**eAir** provides an ePortal module to administer all aspects of air management associated with local, state, federal, and international requirements. It covers both the Clean Air Act, and more recent laws, regulations, and voluntary programs for reporting carbon and Greenhouse gas (GHG) emissions management.

EAir provides a full software solution for air emissions management from the facility level to the enterprise level under the Clean Air Act. The application gives clear and continuous visibility into both internal and regulatory compliance status. Locus’ powerful calculation engine lets users perform whatever emissions calculations a facility needs. eAir comes with a flexible reporting capability for any aspect of air emissions, which delivers a higher degree of compliance assurance at lower overall cost to your company. eAir manages Title V requirements, air emissions inventories, U.S. NESHAP and MACT compliance, and many other obligatory performance criteria. eAir also provides the capabilities to manage a comprehensive...
GHG emissions inventory for corporate, regional, and national programs, including the U.S. EPA and California Mandatory Reporting Rules.

**Sustainability Software**

**Health and Safety** module enables users to manage and track environmental, health, and safety (EH&S) indicators, including common social sustainability indicators, for single or multiple sites. Designed as a core governance, risk, and compliance (GRC) software system, Locus’ Health and Safety module is a powerful tool to manage, identify, mitigate, and prevent high-risk events through the use of integration, automation, and reporting tools available throughout the enterprise. Designed to support the demanding corporate social responsibility (CSR) programs of some of the world's largest companies, Locus’ industry-specific solutions help top organizations measure, monitor, and verify their environmental performance.

**Resource Management** module (RMM) is designed to capture, organize, and manage enterprise-level sustainability factors and goals. It includes tools to capture consumption of electricity, fuels, and water; manage quantity and quality of waste and wastewater; and measure output of company product lines for normalized comparisons between facilities. RMM empowers companies to improve their use of resources while minimizing their environmental impact, turning sustainability to a competitive advantage. It provides a comprehensive tool for energy and environmental management that reduces companies’ operational costs.

Users enter resource consumption and waste production data at the facility or plant level into the module. This module can be customized to enter values on various time intervals, such as monthly, quarterly, or annual. Validation tools, such as statistical outlier warnings, transparent calculations, and data quality status flags, are included to provide additional assurance of accurate data. Several reporting tools are available to analyze and view the data, and if needed, specific report formats can be configured to match existing corporate reports.

**Geography and Geology Software**

**eGeo** is fully integrated with EIM analytical data management system and ePortal. It provides...
users with single sign-on (SSO) access to a powerful set of geo-data management and advanced visualization tools. eGeo eliminates the need for third-party borehole log applications, fence diagrams, or even CAD drawings. eGeo was specifically designed to serve the needs of mining industry and management and visualization of subsurface data and information associated with site remediation industry.

Geological and geotechnical site investigation processes generate tremendous amounts of data. All field investigation results such as borehole drilling, geophysical testing, Cone Penetrometer Testing (CPT) and Standard Penetration Testing (SPT) can be compiled, analyzed, and visualized in eGeo. eGeo delivers, sorts, and assembles geo-data instantly into highly nuanced reports, boring logs, CPT logs, SPT Logs, cross sections, charts, and maps, including raster image overlays, and mashups with Google Maps and pictures. eGeo can be customized to reproduce desired formats, which be shared across multiple sites.

### Waste Management Software

**eWaste** organizes information pertaining to storage, transport, disposal, and reporting of hazardous and nonhazardous waste. eWaste automatically assigns EPA and DOT regulatory information to waste chemical products and determines the chemical compatibility of waste, safely assigning them to containers with compatible items. eWaste also manages waste profiles and manifests, allowing for full EPA reporting capabilities and reduced errors in shipping descriptions. Furthermore, it also synchronizes with smart phones and portable bar code readers, to quickly collect accurate data.

### Field Data Collection

**eWell** is a smart phone and online application for field data collection. eWell is provided on IOS (iPhone, iPod, iPad) and soon will be available for Android operating systems. eWell is fully integrated with Locus’ EIM environmental data system to streamline collection and management of field environmental data such as recording monitoring well water level and other field data. eWell helps speed data collection, increase accuracy, and reduce collection time for field data. eWell’s online portion allows users to review all collected data prior to reporting and perform secondary reviews before submitting data to EIM.
## PRICING FOR SIN 132-32: ENVIRONMENTAL INFORMATION MANAGEMENT (EIM), ePORTAL AND ADDITIONAL ePORTAL MODULES

<table>
<thead>
<tr>
<th>SERVICE ITEM</th>
<th>PRODUCT</th>
<th>FULL LIST PRICE</th>
<th>GSA FINAL DISCOUNT</th>
<th>GSA FINAL RATE WITHOUT IFF</th>
<th>GSA FINAL RATE WITH IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per User/Month</td>
<td>EIM</td>
<td>$80.00</td>
<td>32%</td>
<td>$54.40</td>
<td>$54.81</td>
</tr>
<tr>
<td>Per Site/Month</td>
<td>EIM</td>
<td>$100.00</td>
<td>20%</td>
<td>$80.00</td>
<td>$80.60</td>
</tr>
<tr>
<td>Portfolio Records allowance in EIM and other Modules/month (4) (5) (6)</td>
<td>EIM</td>
<td>1,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excess Per Record Fees/year (from allowance to 1 Million Records)</td>
<td>EIM</td>
<td>$0.05</td>
<td>0%</td>
<td>$0.050</td>
<td>$0.0504</td>
</tr>
<tr>
<td>Excess Per Record Fees/year (from 1 Million to 20 Million Records)</td>
<td>EIM</td>
<td>$0.028</td>
<td>0%</td>
<td>$0.028</td>
<td>$0.0282</td>
</tr>
<tr>
<td>Excess Per Record Fees/year (from 20 Million to 30 Million Records)</td>
<td>EIM</td>
<td>$0.015</td>
<td>0%</td>
<td>$0.015</td>
<td>$0.0151</td>
</tr>
<tr>
<td>Excess Per Record Fees/year (above 30 Million Records)</td>
<td>EIM</td>
<td>$0.012</td>
<td>0%</td>
<td>$0.012</td>
<td>$0.0121</td>
</tr>
<tr>
<td>Document storage limit--allowance (eLibrary)</td>
<td>EIM</td>
<td>50 GB</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Excess Disc Space Over Allowance for eLibrary (per GB per month)</td>
<td>EIM</td>
<td>$60</td>
<td>0%</td>
<td>$60.00</td>
<td>$60.45</td>
</tr>
<tr>
<td>eWell Mobil App for Smart Phones (per device/month--billed annually)</td>
<td>EIM</td>
<td>$50</td>
<td>0%</td>
<td>$50.00</td>
<td>$50.38</td>
</tr>
<tr>
<td>Per User/Month</td>
<td>ePortal</td>
<td>$80.00</td>
<td>32%</td>
<td>$54.40</td>
<td>$54.81</td>
</tr>
<tr>
<td>Per Site/Month</td>
<td>ePortal</td>
<td>$100.00</td>
<td>31%</td>
<td>$69.00</td>
<td>$69.52</td>
</tr>
<tr>
<td>Portfolio Records allowance in ePortal Modules/month (4) (5) (6)</td>
<td>ePortal</td>
<td>1,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Document storage limit--allowance (eLibrary)</td>
<td>ePortal</td>
<td>50 GB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excess Disc Space Over Allowance for eLibrary (per GB per month)</td>
<td>ePortal</td>
<td>$60</td>
<td>0%</td>
<td>$60.00</td>
<td>$60.45</td>
</tr>
<tr>
<td>Service Description</td>
<td>Module</td>
<td>Price Base</td>
<td>Price Percent</td>
<td>Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>----------------------------------------------------------</td>
<td>--------</td>
<td>------------</td>
<td>---------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>eWell Mobil App for Smart Phones (per device/month–billed annually)</td>
<td>ePortal</td>
<td>$50</td>
<td>0%</td>
<td>$50.00</td>
<td>$50.38</td>
</tr>
<tr>
<td>Per User/Month</td>
<td>Additional Modules</td>
<td>$80.00</td>
<td>32%</td>
<td>$54.40</td>
<td>$54.81</td>
</tr>
<tr>
<td>Per Site/Month</td>
<td>Additional Modules</td>
<td>$100.00</td>
<td>20%</td>
<td>$80.00</td>
<td>$80.60</td>
</tr>
<tr>
<td>Portfolio Records allowance for other Modules/month</td>
<td>Additional Modules</td>
<td>1,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excess Per Record Fees/year (from allowance to all records)</td>
<td>Additional Modules</td>
<td>$0.05</td>
<td>0%</td>
<td>$0.050</td>
<td>$0.0504</td>
</tr>
<tr>
<td>Document storage limit-- allowance (eLibrary)</td>
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<td>$50</td>
<td>0%</td>
<td>$50.00</td>
<td>$50.38</td>
</tr>
<tr>
<td>Customer Support – includes unlimited customer support in the form of email or phone contact from 8AM to 8PM EST, excluding federal holidays and weekends. This is standard support, and does not include customization or software development. Those services are offered in SIN 132–34, also detailed in this schedule.</td>
<td>Customer Support</td>
<td>20% of total software fees</td>
<td>0%</td>
<td>20% of total software fees</td>
<td>20.0075% of total software fees</td>
</tr>
</tbody>
</table>

1. **PRICING QUALIFICATIONS**

**Notes:**

1. Prices do not include custom setup or data migration. See the specific customer proposal for customer setup fees.

2. Live offsite backup provided by third party vendor. Fee is $60/GB/month.
(3) Minimum charge for access to EIM is 10 users. Minimum charge for access to ePortal edition is 25 users.

(4) EIM record allowance calculated on portfolio basis (i.e., # sites x 1,000 = total portfolio record allowance). ePortal and other modules allowance calculated on a portfolio basis.

(5) Record allowance applies only to customers who pay list price for per user and per site fees.

(6) Excess or historical data storage available outside EIM at $0.005 per record per year (no live access) and onetime fee of $500 to move out or move into EIM.

(7) Program termination and return of data: Program termination fee is $2,500 + 0.005 per record for data provided on DVD in comma separated value (.csv) format along with attachments in their native format. Documents are provided in the native format at the cost of $25/GB. Upon request by you made within 30 days after the effective date of termination of a Purchased Services subscription, Locus will make your data available on DVDs.

(8) Rates will escalate based on the CPI on an annual calendar year basis.
PRICING FOR SIN 132–34: MAINTENANCE OF SOFTWARE AS A SERVICE

Locus Technologies has substantial expertise in providing customer support for our software modules to meet our customer’s specific needs and requirements.

The pricing for customer support is as follows:

<table>
<thead>
<tr>
<th>SERVICE ITEM</th>
<th>PRODUCT</th>
<th>FULL LIST PRICE</th>
<th>GSA FINAL DISCOUNT</th>
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<tbody>
<tr>
<td>Customer Support</td>
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<td>20% of total software fees</td>
<td>0%</td>
<td>20% of total software fees</td>
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</tr>
</tbody>
</table>

Customer Support – includes unlimited customer support in the form of email or phone contact from 8AM to 8PM EST, excluding federal holidays and weekends. This is standard support, and does not include customization or software development. Those services are offered in SIN 132–34, also detailed in this schedule.
SECTION VII – TECHNICAL SUPPORT AND INSTALLATION

PREMIER SUPPORT ("SOFTWARE UPDATE LICENSE & SUPPORT")

The Premier Support option provides the customer with maintenance and support for Locus’s software modules. Phone and email support is available during all five business days each week for twelve hours.

This is an option that is available for all of our software modules. Support is for intended for routine customer issues, and not for technical development or feature requests.

INSTALLATION

All of Locus’s software is accessible by clients through a web browser. No software installations are involved as the software is delivered over the internet.

DATA MIGRATIONS

Customers usually want to integrate some or all of their existing data into Locus’s software. Locus has the expertise and experience to accomplish this.

UPGRADING

Customers can increase the number of users, sites, records, or other metrics at any time.
BLANKET PURCHASE AGREEMENTS (BPAS)

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

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

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

Signatures

__________________  ______________________
Ordering Activity     Date                   Contractor    Date
BPA NUMBER__________

(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

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

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

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>

(2)  Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

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

(4)  This BPA does not obligate any funds.

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

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

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

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

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

(a) Name of Contractor;
(b) Contract Number;
(c) BPA Number;
(d) Model Number or National Stock Number (NSN);
(e) Purchase Order Number;
(f) Date of Purchase;
(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and Locus Technologies’ invoice, the provisions of this BPA will take precedence.
CONTRACTOR TEAM ARRANGEMENTS

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer’s needs, or –
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.
LIST OF SERVICE AND DISTRIBUTION POINTS

Locus Technologies does not ship physical goods. As such it does not have distribution points.

Locus Technologies has offices in Mountain View, California and Asheville, North Carolina.
LIST OF PARTICIPATING DEALERS

There are no outside distributors for Locus Technologies products or services.