



GEOGRAPHIC
INFORMATION
SERVICES, INC

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**Authorized Federal Supply Service
Information Technology Schedule Pricelist
General Purpose Commercial Information Technology
Equipment, Software, and Services**

**Contract Number: GS-35F-0682R
Contract Period: June 22, 2015 thru June 21, 2020**

Geographic Information Services, inc. (GIS Inc.) is a SBA Certified Small Business established in 1991 and headquartered in Birmingham, Alabama. The GIS Inc. team consists of highly experienced, educated professionals known for thought leadership and mission critical thinking in the fields of Geography, Planning, Environmental Science, and Information Technology.

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General Services Administration
Federal Supply Service

Pricelist current through Modification No: PO-0104 Dated: July 7, 2016

Products and Services ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage by accessing the Federal Supply Service Homepage via the Internet at:
<https://www.gsaadvantage.gov>

Special Item Number: 132-8* Purchase of New Equipment
Special Item Number: 132-12* Maintenance of Equipment, Repair Services and/or Spare Parts
Special Item Number: 132-33 Perpetual Software Licenses
Special Item Number: 132-34* Maintenance of Software
Special Item Number: 132-51 Information Technology Professional Services
Special Item Number: 132-100 Ancillary Supplies and/or Services

***These SINs currently do not have any product items on this contract.**

SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

- End User Computers/Desktop Computers
- Professional Workstations
- Servers
- Laptop/Portable/Notebook Computers
- Large Scale Computers
- Optical and Imaging Systems
- Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

- Printers
- Display
- Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
- Network Equipment
- Other Communications Equipment
- Optical Recognition Input/Output Devices
- Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
- Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

- ADP Support Equipment

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

- Microcomputer Control Devices
- Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS

- ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

- Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES

- Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSSES

- Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

- Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

- Telephone Equipment
- Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

- Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT

Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

Two-Way Radio Transmitters/Receivers/Antennas
Broadcast Band Radio Transmitters/Receivers/Antennas
Microwave Radio Equipment/Antennas and Waveguides
Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE

Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE

Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE

Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communications Equipment

- Repair Parts/Spare Parts
- Third Party Maintenance

SPECIAL ITEM NUMBER 132-12 – Equipment Maintenance

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment.

- Maintenance
- Repair Service
- Repair Parts/Spare Parts

Special Item Number: 132-33 Perpetual Software Licenses

FSC Class 7030 Information Technology Software, Microcomputers, Application Software
Manufacturers: ESRI, Inc.

Special Item Number: 132-34 Maintenance of Software

FSC Class 7030 Information Technology Software

Special Item Number: 132-51 Information Technology Professional Services

Information Technology Professional Services
Geographic Information Services, Inc.

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 D311 – IT Data Conversion Services
FPDS Code D313 – Computer Aided Design/Computer Aided Manufacturing
(CAD/CAM) Services
FPDS Code D316 – IT Network Management Services
FPDS Code D399 – Other Information Technology Services, Not Elsewhere Classified

Special Item Number: 132-100 Ancillary Supplies and/or Services

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
• Ancillary Supplies and/or Services

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 performed by the publisher or manufacturer or one of their authorized agents.

AUTHENTICATION PRODUCTS AND SERVICES – Authentication products and services provide for authentication of individuals for purposes of physical and logical access control, electronic signature, and performance of E-business transactions and delivery of Government services. Authentication Products and Services consist of hardware, software components and supporting services that provide for identity assurance. Refer to Clause CI-FSS-52 Authentication Products and Services for requirements that must be met prior to award.

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal 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 micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.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:

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

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Geographic Information Services, Inc
P.O. Box 361227
Birmingham, AL 35236
DUNS Number: 826706848

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor 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). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:
205-941-0442

3. LIABILITY FOR INJURY OR DAMAGE

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

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

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

Block 16: Data Universal Numbering System (DUNS) Number: 826706848

Block 30: Type of Contractor: B. Other Small Business

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

Block 31: Woman-Owned Small Business - No

Block 37: Contractor's Taxpayer Identification Number (TIN): 63-1030638

Block 40: Veteran Owned Small Business (VOSB): NA

- A: Service Disabled Veteran Owned Small Business
- B: Other Veteran Owned Small Business

4a. CAGE Code: 1FQD9

4b. Contractor has not registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-8</u>	<u>30</u> Days
<u>132-33</u>	<u>30</u> Days

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

c. i. SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

ii. SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM trans ponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

- 7. DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.
- Prompt Payment: Net - 30 days from receipt of invoice or date of acceptance, whichever is later.
 - Quantity – None
 - Dollar Volume – None
 - Other Special Discounts (i.e. Government Education Discounts, etc.) – None

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Not Applicable

- 10. Small Requirements:** The minimum dollar of orders to be issued is \$500.00.

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 \$500,000:

Special Item Number 132-8 - Purchase of Equipment
 Special Item Number 132-12 - Equipment Maintenance
 Special Item Number 132-33 - Perpetual Software Licenses
 Special Item Number 132-34 - Maintenance of Software as a Service
 Special Item Number 132-51 - Information Technology Professional Services
 Special Item Number 132-100 – Ancillary Supplies and/or Services

- b. The Maximum Order for the following Special Item Numbers (SINs) is \$25,000:
 NA

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.

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred

to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal 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.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. 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, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor 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 the Contractor.

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.

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 to any order under this contract

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes _____

No No

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.gisinc.com

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

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

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

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

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

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

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 is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT
(SPECIAL ITEM NUMBER 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Equipment is self-installable

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

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

- c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment 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 item, unless the change is due to the defect in the item.

6. WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract. The warranty terms of SIN 132-8 will take precedence over any warranty terms listed below should there be a conflict.

THIS CONTRACT CURRENTLY DOES NOT OFFER ANY SIN 132-8 PRODUCTS OR OTHER WARRANTIES.

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY
PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY
PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)**

1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a NA (**insert miles**) mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

THIS CONTRACT CURRENTLY DOES NOT OFFER ANY SIN 132-8 PRODUCTS OR SIN 132-12 WARRANTIES.

2. MAINTENANCE ORDER

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. 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.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. **REGULAR HOURS**

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. **AFTER HOURS**

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. **TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.

e. **QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Quantity Range	Discounts
<u>None</u> Units	_____ %
_____ Units	_____ %
_____ Units	_____ %

9. REPAIR SERVICE RATE PROVISIONS

a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. **TRAVEL OR TRANSPORTATION**

(1) **AT THE CONTRACTOR'S SHOP**

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) **AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)**

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) **AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)**

(a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed

and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
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None offered at this time

ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)

ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)

None _____

*MINIMUM CHARGES INCLUDE ___ FULL HOURS ON THE JOB.

**FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated Contact GISi for latest info., at a discount of 0 % from such listed prices.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of TBD.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period:

Warranty Repairs

To obtain repair or service on the Field PC, contact your authorized repair center within the applicable warranty period to receive a Return Material Authorization (RMA) number. Repairs returned without proper authorization may acquire an additional handling fee and/or delay in the repair. The customer is responsible to prepay all shipping costs when sending equipment to a repair center. JS will return the repaired equipment by the same method it was received with costs of shipping prepaid.

12. INVOICES AND PAYMENTS

a. Maintenance Service

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

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

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

1. INSPECTION/ACCEPTANCE

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

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

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

3. GUARANTEE/WARRANTY

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

All CDs are guaranteed to be free of defect or will be replaced at no additional charge.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 205-941-0442 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 to 5:00.

5. SOFTWARE MAINTENANCE

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

 X 1. Software Maintenance as a Product (SIN 132-33)

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

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

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

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

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, 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.

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

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

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

(NA - GISi DOES NOT OFFER SIN 132-32 OR 132-34 AT THIS TIME)

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

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

- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

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

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

(NA - GISi DOES NOT OFFER SIN 132-32 TERM LICENSE AT THIS TIME)

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

8. TERM LICENSE CESSATION

(NA - GISi DOES NOT OFFER SIN 132-32 TERM LICENSE AT THIS TIME)

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

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

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

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

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
 - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

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

GISi ONLY OFFERS SIN 132-33 PERPETUAL LICENSE AT THIS TIME)

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

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING

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

Geographic Information Services, Inc. does not provide any right-to-copy licenses.

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

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the Government location as agreed to by the Contractor and the ordering office.

2. PERFORMANCE INCENTIVES

- a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders of Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
- b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
- d. The above procedures do not apply to Time and Material or labor hour orders.

3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)

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

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

- a. When ordering services, ordering offices shall -

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

- i. A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of

performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

- ii. The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.
- iii. The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.
- iv. The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify the contractors that will be the case.

2. Transmit the request to Contractors:

- i. Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132-51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.
- ii. The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

3. Evaluate responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order

should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

- b. The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall -
 1. Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

- i. **MULTIPLE BPAs:** When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

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

- c. The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
- d. When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

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

Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under "Information for Ordering Offices," paragraph #12.

4. ORDER

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

available.

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

5. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.
- c. The Agency 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.

Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts

6. INSPECTION OF SERVICES

The Inspection of Services – Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection – Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52-246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is not software, then FAR 52.227-14 Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE GOVERNMENT

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

9. INDEPENDENT CONTRACTOR

All IT/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Government.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

- a. Definitions.

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

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

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed Government contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the

Contractor's or its affiliates' objectivity in performing contract work.

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

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering office 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.

PAYMENTS

For firm-fixed price orders the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payment shall be made only when authorized by the order.

12. For time-and-materials order, the Payments under Time-and-Materials and Labor-Hour Contracts (Alternate I (APR 1984)) at FAR 52.232-7 apply to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 2002) (Alternate II (FEB 2002)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT/EC SERVICES AND PRICING

Please refer to attached Professional Information Technology Labor Category Descriptions and Pricing.

**TERMS AND CONDITIONS APPLICABLE TO ANCILLARY SUPPLIES AND /OR SERVICES
(SPECIAL ITEM NUMBER 132-100)**

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

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

PREAMBLE

Geographic Information Services, Inc. (GISi) provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small business in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact us at: gsa@gisinc.com.

- (3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.
- (4) This BPA does not obligate any funds.
- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.
- (6) The following office (s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
 - a. Name of Contractor;
 - b. Contract Number;
 - c. BPA Number
 - d. Model Number or National Stock Number (NSN);
 - e. Purchase Order Number;
 - f. Date of Purchase;
 - g. Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - h. Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against the BPA.
- (9) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"

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

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

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

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

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

Here is a general outline on how it works:

- The customer identifies their requirements
- Federal Supply Schedule Contractors may individually meet the customer 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.

GSA Product Pricelist

Esri® Products/Services

Part #	MFG.	Description	GSA Price	Foot Notes
Esri® - Suite of Products & Services				
132-33 Perpetual Software				
ArcGIS Desktop				
Advanced¹, Standard² & Basic³				
Concurrent Use				
GIS0001	Esri	ArcGIS for Desktop Advanced Concurrent Use License	\$7,295.00	4
GIS0100*	Esri	ArcGIS for Desktop Standard Concurrent Use License	\$5,713.00	4-5
GIS0200*	Esri	ArcGIS for Desktop Basic Concurrent Use License	\$2,857.00	4
Single Use				
GIS0005	Esri	ArcGIS for Desktop Advanced Single Use License	\$7,295.00	4
GIS0105*	Esri	ArcGIS for Desktop Standard Single Use License	\$5,713.00	4-5
GIS0205*	Esri	ArcGIS for Desktop Basic Single Use License	\$1,224.00	4
ArcGIS Desktop GIS Extensions				
ArcGIS Concurrent Use				
GIS0300*	Esri	ArcGIS 3D Analyst for Desktop Concurrent Use License	\$2,040.00	6
GIS0400*	Esri	ArcGIS Spatial Analyst for Desktop Concurrent Use License	\$2,040.00	6
GIS0500*	Esri	ArcGIS Geostatistical Analyst for Desktop Concurrent Use License	\$2,040.00	6
GIS0800*	Esri	ArcGIS Publisher for Desktop Concurrent Use License	\$2,040.00	6
GIS1000*	Esri	ArcGIS Tracking Analyst for Desktop Concurrent Use License	\$2,040.00	6
GIS1200*	Esri	ArcGIS Schematics for Desktop Concurrent Use License	\$2,040.00	6
GIS1400*	Esri	ArcGIS Data Reviewer for Desktop Concurrent Use License	\$2,040.00	6
GIS1450*	Esri	ArcGIS Workflow Manager for Desktop Concurrent Use License	\$2,040.00	6
GIS1800*	Esri	ArcGIS Network Analyst for Desktop Concurrent Use License	\$2,040.00	6
GIS2000*	Esri	ArcGIS Data Interoperability for Desktop Concurrent Use License	\$2,040.00	6
ArcGIS Single Use				
GIS0305*	Esri	ArcGIS 3D Analyst for Desktop Single Use License	\$2,040.00	6
GIS0405*	Esri	ArcGIS Spatial Analyst for Desktop Single Use License	\$2,040.00	6
GIS0505*	Esri	ArcGIS Geostatistical Analyst for Desktop Single Use License	\$2,040.00	6
GIS0805*	Esri	ArcGIS Publisher for Desktop Single Use License	\$2,040.00	6
GIS1005*	Esri	ArcGIS Tracking Analyst for Desktop Single Use License	\$2,040.00	6
GIS1205*	Esri	ArcGIS Schematics for Desktop Single Use License	\$2,040.00	6
GIS1405*	Esri	ArcGIS Data Reviewer for Desktop Single Use License	\$2,040.00	6
GIS1455*	Esri	ArcGIS Workflow Manager for Desktop Single Use License	\$2,040.00	6
GIS1805*	Esri	ArcGIS Network Analyst for Desktop Single Use License	\$2,040.00	6
GIS2005*	Esri	ArcGIS Data Interoperability for Desktop Single Use License	\$2,040.00	6
Mobil GIS				
For ArcGIS Server				
GIS0299	Esri	ArcGIS for Windows Mobile for Desktop or Engine Deployments (5 pack bundle)	\$1,224.00	
GIS2320	Esri	ArcGIS for Windows Mobile for Server Enterprise Standard Deployment Pack (50 deployments)	\$12,241.00	
GIS2321	Esri	ArcGIS for Windows Mobile for Server Workgroup Advanced Deployment Pack (50 deployments)	\$12,241.00	
GIS2322	Esri	ArcGIS for Windows Mobile for Server Enterprise Standard Deployment Pack (5 deployments)	\$1,224.00	

GIS2323	Esri	ArcGIS for Windows Mobile for Server Workgroup Advanced Deployment Pack (5 deployments)	\$1,224.00	
ArcGIS for Server⁹ - Enterprise				
GIS2200	Esri	ArcGIS Server Enterprise Advanced Deployment License (up to 4 cores)	\$32,643.00	10
GIS2201	Esri	ArcGIS Server Enterprise Advanced Deployment License Additional Cores	\$8,160.00	
GIS2204	Esri	ArcGIS Server Enterprise Standard Deployment License (up to 4 cores)	\$16,322.00	10
GIS2205	Esri	ArcGIS Server Enterprise Standard Additional Cores	\$4,080.00	
GIS2208	Esri	ArcGIS Server Enterprise Basic Deployment License (up to 4 cores)	\$8,160.00	
GIS2209	Esri	ArcGIS Server Enterprise Basic Additional Cores	\$2,040.00	
Enterprise Extensions				
GIS2030	Esri	ArcGIS GeoEvent Processor for Server Enterprise Advanced License (up to 4 Core)	\$8,161.00	
GIS2031	Esri	ArcGIS GeoEvent Processor for Server Enterprise Advanced Additional Core License	\$2,040.00	
GIS2032	Esri	ArcGIS GeoEvent Processor for Server Enterprise Standard License (up to 4 Core)	\$8,161.00	
GIS2033	Esri	ArcGIS GeoEvent Processor for Server Enterprise Standard Additional Core License	\$2,040.00	
GIS2254	Esri	ArcGIS Network Analyst for Server Enterprise Standard Deployment License (Up to 4 Core)	\$8,160.00	
GIS2255	Esri	ArcGIS Network Analyst for Server Enterprise Standard Additional Core	\$2,040.00	
GIS2267	Esri	ArcGIS Data Interoperability for Server Enterprise Advanced Deployment License (Up to 4 Core)	\$8,160.00	
GIS2268	Esri	ArcGIS Data Interoperability for Server Enterprise Advanced Additional Core	\$2,040.00	
GIS2271	Esri	ArcGIS Data Interoperability for Server Enterprise Standard Deployment License (Up to 4 Core)	\$8,160.00	
GIS2272	Esri	ArcGIS Data Interoperability for Server Enterprise Standard Additional Core	\$2,040.00	
GIS2300	Esri	ArcGIS Workflow Manager for Server Enterprise Advanced Deployment License (up to 4 Core)	\$8,161.00	
GIS2301	Esri	ArcGIS Workflow Manager for Server Enterprise Advanced Deployment License Additional Core	\$2,040.00	
GIS2310	Esri	ArcGIS Workflow Manager for Server Enterprise Standard Deployment License (up to 4 Core)	\$8,161.00	
GIS2311	Esri	ArcGIS Workflow Manager for Server Enterprise Standard Deployment License Additional Core	\$2,040.00	
GIS2314	Esri	ArcGIS Data Reviewer for Server Enterprise Advanced Deployment License (up to 4 Core)	\$8,161.00	
GIS2315	Esri	ArcGIS Data Reviewer for Server Enterprise Advanced Additional Core	\$2,040.00	
GIS2316	Esri	ArcGIS Data Reviewer for Server Enterprise Standard Deployment License (up to 4 Core)	\$8,161.00	
GIS2317	Esri	ArcGIS Data Reviewer for Server Enterprise Standard Additional Core	\$2,040.00	
GIS2014	Esri	ArcGIS Image Extension for Server Enterprise Advanced Deployment License (up to 4 Core)	\$8,161.00	

GIS2015	Esri	ArcGIS Image Extension for Server Enterprise Advanced Additional Core	\$2,040.00	
GIS2016	Esri	ArcGIS Image Extension for Server Enterprise Standard Deployment License (up to 4 Core)	\$8,161.00	
GIS2017	Esri	ArcGIS Image Extension for Server Enterprise Standard Additional Core	\$2,040.00	
Workgroup				
GIS2245	Esri	ArcGIS Server Workgroup Advanced (up to 2 cores)	\$8,160.00	10
GIS2246	Esri	ArcGIS Server Workgroup Standard (up to 2 cores)	\$4,080.00	10
GIS2247	Esri	ArcGIS Server Workgroup Advanced Deployment Additional Core (maximum 4 cores)	\$4,080.00	
GIS2248	Esri	ArcGIS Server Workgroup Standard Deployment Additional Core (maximum 4 cores)	\$2,040.00	
GIS2282	Esri	ArcGIS Server Workgroup Basic Deployment License (per server)	\$4,080.00	
Workgroup Extensions				
GIS1984	Esri	ArcGIS Network Analyst for Server Workgroup Standard Deployment License (per licensed Server)	\$4,080.00	
GIS1987	Esri	ArcGIS Data Interoperability for Server Workgroup Advanced Deployment License (per licensed Server)	\$4,080.00	
GIS1988	Esri	ArcGIS Data Interoperability for Server Workgroup Standard Deployment License (per licensed Server)	\$4,080.00	
GIS2302	Esri	ArcGIS Workflow Manager for Server Workgroup Advanced Deployment License (per licensed Server)	\$4,080.00	
GIS2312	Esri	ArcGIS Workflow Manager for Server Workgroup Standard Deployment License (per licensed Server)	\$4,080.00	
GIS2318	Esri	ArcGIS Data Reviewer for Server Workgroup Advanced Deployment License (per licensed Server)	\$4,080.00	
GIS2319	Esri	ArcGIS Data Reviewer for Server Workgroup Standard Deployment License (per licensed Server)	\$4,080.00	
GIS2022	Esri	ArcGIS Image Extension for Server Workgroup Advanced Deployment License (per licensed Server)	\$4,080.00	
GIS2024	Esri	ArcGIS Image Extension for Server Workgroup Standard Deployment License (per licensed Server)	\$4,080.00	
GIS2034	Esri	ArcGIS GeoEvent Processor for Server Workgroup Advanced License (per Server)	\$4,081.00	
GIS2035	Esri	ArcGIS GeoEvent Processor for Server Workgroup Standard License (per Server)	\$4,080.00	
ArcPad				
ARC111*	Esri	ArcPad Single Use License	\$571.00	20-21
Solution Products				
Concurrent Use				
APL002*	Esri	Defense Solution Concurrent Use License	\$8,665.00	
APL022*	Esri	Esri Production Mapping Concurrent Use License	\$8,665.00	
APL031*	Esri	ArcGIS for Aviation: Airports Concurrent Use License	\$4,332.00	13
APL035*	Esri	ArcGIS for Aviation: Charting Concurrent Use License	\$8,665.00	15
APL040*	Esri	ArcGIS for Maritime: Charting Concurrent Use License	\$8,665.00	16
APL044*	Esri	ArcGIS for Maritime: Bathymetry Concurrent Use License	\$4,332.00	18
Single Use				
APL003*	Esri	Defense Solution Single Use License	\$8,665.00	
APL023*	Esri	Esri Production Mapping Single Use License	\$8,665.00	

APL032*	Esri	ArcGIS for Aviation: Airports Single Use License	\$4,332.00	13
APL036*	Esri	ArcGIS for Aviation: Charting Single Use License	\$8,665.00	15
APL041*	Esri	ArcGIS for Maritime: Charting Single Use License	\$8,665.00	16
APL045*	Esri	ArcGIS for Maritime: Bathymetry Single Use License	\$4,332.00	18
Specialized GIS Applications				
ESRI Business Analyst for Desktop				
GIS1510*	Esri	ESRI Business Analyst Desktop Concurrent Use License-National Data Sets	\$15,093.00	22-23
GIS1513*	Esri	Esri Business Analyst Desktop Premium Concurrent Use License — National Data Sets	\$33,455.00	22-23
GIS1515*	Esri	ESRI Business Analyst Desktop Single Use License-National Data Sets	\$15,093.00	22-23
GIS1518*	Esri	Esri Business Analyst Desktop Premium Single Use License — National Data Sets	\$33,455.00	22-23
Esri Business Analyst Server				
GIS1560	Esri	ESRI Business Analyst Server Enterprise Advanced (with ArcGIS Server) License (up to 4 cores)	\$122,411.00	24
GIS1561	Esri	ESRI Business Analyst Server Enterprise Advanced Additional Core License	\$30,603.00	24
GIS1565	Esri	ESRI Business Analyst Server Workgroup Advanced (with ArcGIS Server) Per Server License (min. 2 cores, max. 4 cores)	\$61,206.00	24
Esri CityEngine				
Concurrent Use				
ENG101*	Esri	Esri CityEngine Advanced Concurrent Use License (Windows 64-Bit)	\$3,264.00	
ENG102*	Esri	Esri CityEngine Advanced Concurrent Use License (Linux)	\$3,264.00	
ENG103*	Esri	Esri CityEngine Advanced Concurrent Use License (Macintosh)	\$3,264.00	
Single Use				
ENG106*	Esri	Esri CityEngine Advanced Single Use License (Windows 64-Bit)	\$3,264.00	
ENG107*	Esri	Esri CityEngine Advanced Single Use License (Linux)	\$3,264.00	
ENG108*	Esri	Esri CityEngine Advanced Single Use License (Macintosh)	\$3,264.00	
ENG116*	Esri	Esri CityEngine Basic Single Use License (Windows 64-Bit)	\$408.00	
ENG117*	Esri	Esri CityEngine Basic Single Use License (Linux)	\$408.00	
ENG118*	Esri	Esri CityEngine Basic Single Use License (Macintosh)	\$408.00	
ArcGIS Engine				
Concurrent Use				
GIS1601*	Esri	ArcGIS Engine Concurrent Use License	\$1,020.00	
GIS1660*	Esri	ArcGIS 3D Analyst for Engine Concurrent Use License	\$816.00	12
GIS1661*	Esri	ArcGIS Spatial Analyst for Engine Concurrent Use License	\$816.00	12
GIS1662*	Esri	ArcGIS Geodatabase Update for Engine Concurrent Use License	\$816.00	12
GIS1663*	Esri	ArcGIS Network Analyst for Engine Concurrent Use License	\$816.00	12
GIS1664*	Esri	ArcGIS Schematics for Engine Concurrent Use License	\$816.00	12
GIS1665*	Esri	ArcGIS Tracking Analyst for Engine Concurrent Use License	\$816.00	12
GIS1666*	Esri	ArcGIS Data Interoperability for Engine Concurrent Use License	\$816.00	12
Single Use				
GIS1620*	Esri	ArcGIS Engine Single Use License	\$408.00	
GIS1630*	Esri	ArcGIS 3D Analyst for Engine Single Use License	\$816.00	12
GIS1631*	Esri	ArcGIS Spatial Analyst for Engine Single Use License	\$816.00	12
GIS1632*	Esri	ArcGIS Geodatabase Update for Engine Single Use License	\$816.00	12
GIS1634*	Esri	ArcGIS Schematics for Engine Single Use License	\$816.00	12
GIS1635*	Esri	ArcGIS Tracking Analyst for Engine Single Use License	\$816.00	12
GIS1636*	Esri	ArcGIS Data Interoperability for Engine Single Use License	\$816.00	12
GIS1650*	Esri	ArcGIS Network Analyst for Engine Single Use License	\$816.00	12

132-33 Perpetual Software Footnotes	
*	Volume discounts are available for this product. Volume discounts apply on a per order basis and are non-cumulative. The discounted price is offered for the entire quantity.
1	Formerly ArcInfo
2	Formerly ArcEditor
3	Formerly ArcView
4	ArcGIS for Desktop system requirements can be found at: http://resources.arcgis.com/en/help/system-requirements/10.2/index.html#
5	Includes ArcScan as a no cost extension
6	ArcGIS for Desktop extensions will follow the licensing of the core software it is being installed with (i.e. Advanced, Standard, or Basic single or concurrent use)
7	N/A
8	N/A
9	ArcGIS for Server can be deployed on a single machine, distributed across multiple servers, or on Cloud Infrastructure
10	Includes ArcGIS Network Analyst, ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Schematics, and ArcGIS Geostatistical Analyst, and unlimited ArcGIS for Windows Mobile deployments as no-cost extensions.
11	N/A
12	All ArcGIS Engine Extensions require Standard ArcGIS Engine software
13	Requires ArcGIS for Desktop Standard or Advanced (not available for Basic)
14	N/A
15	Requires ArcGIS for Desktop Advanced, and ArcGIS Data Interoperability and ArcGIS 3D Analyst extensions
16	Available for Desktop Advanced only and requires ArcGIS Spatial Analyst extension and ArcGIS Data Interoperability extension recommended
17	N/A
18	Available for Desktop Standard and Advanced, ArcGIS 3D Analyst extension required
19	N/A
20	Includes ArcPad Application Builder, and StreetMap for ArcGIS TomTom North America and Europe data
21	Customer must request additional registration number(s) for StreetMap for ArcGIS to use the StreetMap data. There is no additional charge.
22	Requires ArcGIS for Desktop 9.1 or higher.
23	Does not include ArcGIS for Desktop core software DOES include one ArcGIS Network Analyst for ArcGIS Desktop License
24	Only available for the ArcGIS 10.x platform.
25	N/A
26	N/A



Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

LICENSE AGREEMENT (E204 06/13/2014)

This License Agreement is between you ("**Licensee**") and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

GENERAL LICENSE TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- a. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- b. "Beta" means any alpha, beta, or prerelease Product.
- c. "Commercial Application Service Provider Use" or "Commercial ASP Use" means generating revenue by providing access to Software or Online Services through a Value-Added Application, for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.
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**EXHIBIT 1
SCOPE OF USE
(E300 10/02/2014)**

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(E300-1)**

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**ADDENDUM 2
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(E300-2)**

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Asia Pacific Territory

Area	Additional Provisions
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Middle East/Africa Territory

Area Additional Provisions

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Mexico	Fuente: INEGI (Instituto Nacional de Estadística y Geografía)
Nicaragua	The Pacific Ocean and Caribbean Sea maritime borders have not been entirely defined. Northern land border defined by the natural course of the Coco River (also known as Segovia River or Wangki River) corresponds to the source of information available at the moment of its representation.

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Additional Content Additional Provisions

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Digital Terrain Model (DTM)	The End-User Terms for any Application containing Digital Terrain Model for Sri Lanka shall contain the following notice: "Digital Terrain Model data is not sourced from the Survey General of Sri Lanka."
Enhanced Elevation Contours	The End-User Terms for any Application containing Enhanced Elevation Contours for Sri Lanka shall contain the following notice: "Enhanced Elevation Contours data is not sourced from the Survey General of Sri Lanka."
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	<p>1. The End-User Terms for any Application which makes use of HERE Traffic for United Kingdom shall contain the following notice: "Certain data provided by TrafficMaster ©200X TrafficMaster."</p> <p>The following provisions apply to the use of HERE Traffic for the Central & South America Territory:</p> <p>1. The End User Terms for any Application which makes use of HERE Traffic for Brazil shall contain the following notice: "©2010 Porto Seguro." 2. The End User Terms for any Application which makes use of HERE Traffic for Mexico shall contain the following notice: "HERE Traffic for Mexico may include certain data from Instituto Nacional de Estadística y Geografía."</p>
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Point Addressing for Australia	<p>The End User Terms for any Application which makes use of Point Addressing for Australia shall contain the following notice: "Copyright. Based on data provided under license from PSMA Australia Limited (www.psmacom.au)."</p>
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General Bathymetric Chart of the Oceans (GEBCO)

GEBCO's gridded bathymetric data sets

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Therefore, we ask that you contact us first, should you wish to pass on the data to third parties or use the data for commercial purposes.

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Related external links

Official [GEBCO](#) web site

International Hydrographic Organization ([IHO](#)) Intergovernmental Oceanographic Commission ([IOC](#))



10.3 Redistribution Rights

Description	Data Source	File Name	Directory	Redistribution (see FAQ below)
World				
Countries	DeLorme	country.gdb	\world	Yes 1,2,3
Countries (Generalized)	Esri. DeLorme	country_gen.gdb	world	Yes 1,2,3
Administrative Units	DeLorme	admin.gdb	\world	Yes 1,2,3
Airports	DeLorme	airports.gdb	\world	Yes 1,2,3
Contours	DeLorme	contours.gdb	\world	Yes 1,2,3
Roads	DeLorme	roads.gdb	\world	Yes 1,2,3
Railroads	DeLorme	railroads.gdb	\world	Yes 1,2,3
Continents	ArcWorld Supplement	continent.gdb	\world	Yes 1,2,3
Regions	ArcWorld Supplement	region.gdb	\world	Yes 1,2,3
Census IPC Demographics (table)	US Census International Division, CIA Factbook	cntry_ipc.gdb	\world	Yes 1,2,3
Country Memberships of Political Organizations (table)	CIA Factbook	pol_org gdb	\world	Yes 4
Cities	ArcWorld	cities.gdb	\world	Yes 1,2,3
Populated Places	DeLorme	pop_places.gdb	\world	Yes 1,2,3
Urban Areas	DeLorme	urban_areas.gdb	\world	Yes 1,2,3
Gazetteer	DCW	gaz.gdb	\world	Yes 1,2,3
Linear Water	DeLorme	hydrolines.gdb	\world	Yes 1,2,3
Water Bodies	DeLorme	hydropolys.gdb	\world	Yes 1,2,3
Drainage Systems, Lakes, and Rivers	ArcWorld	lakes.gdb, rivers.gdb, drainage.gdb	\world	Yes 1,2,3

World Wildlife Fund Terrestrial Ecoregions	World Wildlife Fund, DCW	wwf_terr.gdb	\world	No
World Wildlife Fund Marine Ecoregions	World Wildlife Fund, DCW	wwf_mar.gdb	\world	No
UTM Zones	ArcWorld Supplement, NGA	utmzone.gdb	\world	Yes 1,2,3
Time Zones	Esri	timezone.gdb	\world	Yes 1,2,3
Latitude and Longitude Grids	Esri	latlong.gdb	\world	Yes 1,2,3
Named Latitudes and Longitudes	Esri	geogrid.gdb	\world	Yes 1,2,3
World Map Background	Esri	world30.gdb	\world	Yes 1,2,3
United States				
States and Counties (generalized)	ArcUSA, US Census, Esri	states.gdb, counties.gdb	\usa\census	Yes 1,2,3
States and Counties	Esri, derived from TomTom, US Census	dtl_st.gdb, dtl_cnty.gdb	\usa\census	TomTom - Yes 1,2; US Census - Yes 1,2,3; Esri - Yes 1,2,3
State and County Boundaries	Esri, derived from TomTom	dtl_st_ln.gdb, dtl_cty_ln.gdb	\usa\census	TomTom - Yes 1,2
Census Tracts	TomTom, US Census, Esri	tracts.gdb	\usa\census	TomTom - Yes 1,2; US Census - Yes 1,2,3; Esri - Yes 1,2,3
113th Congressional Districts	Esri	cd113.gdb	\usa\census	Yes 1,2,3
Senate	Esri	senate.gdb	\usa\census	Yes 1,2,3
Cities	US Census	cities.gdb	\usa\census	Yes 4
Populated Place Points	US Census	places.gdb	\usa\census	Yes 4
Populated Place Areas	TomTom, US Census	placeply.gdb	\usa\census	Yes 1,2

Core Based Statistical Areas	TomTom	cbsa.gdb	\usa\census	Yes 1,2
Highways	Esri	highways.gdb	\usa\trans	Yes 1,2,3
Major Highways	Esri	mjr_hwys.gdb	\usa\trans	Yes 1,2,3
National Transportation Atlas - Interstate Highways	US Bureau Transportation Statistics	intrstat.gdb	\usa\trans	Yes 4
National Transportation Atlas - Railroads	US Bureau Transportation Statistics	rail100k.gdb	\usa\trans	Yes 4
Census Urbanized Areas	US Census	urban.gdb	\usa\census	Yes 4
Major Parks	National Park Service, ArcUSA, TomTom	parks.gdb	\usa\landmarks	Yes 1,2
Drainage Systems, Lakes, and Rivers (generalized)	ArcWorld	drainage.gdb, lakes.gdb, and rivers.gdb	\usa\hydro	Yes 1,2,3
Telephone Area Code Boundaries	TomTom	areacode.gdb	\usa\census	Yes 1,2
ZIP Code Points	TomTom, US Census, Esri	zip_usa.gdb	\usa\census	TomTom - Yes 1,2; Esri - Yes 1,2,3; US Census - Yes 1,2,3
ZIP Code Areas (Five-Digit)	TomTom, US Census, Esri	zip_poly.gdb	\usa\census	TomTom - Yes 1,2; Esri - Yes 1,2,3; US Census - Yes 1,2,3
ZIP Code Areas (Three-Digit)	Esri, derived from TomTom	zip3.gdb	\usa\census	TomTom - Yes 1,2; Esri - Yes 1,2,3; US Census - Yes 1,2,3
National Atlas - Airports	National Atlas of the United States	airports.gdb	\usa\trans	Yes 4
National Atlas - Cities	National Atlas of the United States	cities_dtl.gdb	\usa\census	Yes 4

National Atlas - Urbanized Areas	National Atlas of the United States	urban_dtl.gdb	\usa\census	Yes 4
National Atlas - Federal and Indian Land Areas	National Atlas of the United States	fedlandp.gdb	\usa\landmarks	Yes 4
National Atlas - Federal Land Lines	National Atlas of the United States, USGS	fedlandl.gdb	\usa\landmarks	Yes 4
National Atlas - Water Feature Areas and Lines	National Atlas of the United States, USGS	hydroply.gdb, hydroln.gdb	\usa\hydro	Yes 4
National Atlas - Public Land Survey	National Atlas of the United States, USGS	publdsur.gdb	\usa\other	Yes 4
Airports	TomTom	airportp.gdb	\usa\trans	Yes 1,2
Institutions	TomTom	institut.gdb	\usa\landmarks	Yes 1,2
Large Area Landmarks	TomTom	lalndmrk.gdb	\usa\landmarks	Yes 1,2
Parks	TomTom	park_dtl.gdb	\usa\landmarks	Yes 1,2
Recreation Areas	TomTom	recareas.gdb	\usa\landmarks	Yes 1,2
Transportation Terminals	TomTom	tranterm.gdb	\usa\trans	Yes 1,2
Geographic Names Information System - Buildings	USGS - GNIS	gblding.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Cemeteries	USGS - GNIS	gcemetery.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Churches	USGS - GNIS	gchurch.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Golf Locales	USGS - GNIS	ggolf.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Hospitals	USGS - GNIS	ghospitl.gdb	\usa\landmarks	Yes 4

Geographic Names Information System - Locales	USGS - GNIS	glocale.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Populated Places	USGS - GNIS	gppl.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Schools	USGS - GNIS	gschools.gdb	\usa\landmarks	Yes 4
Geographic Names Information System - Summits	USGS - GNIS	gsummit.gdb	\usa\landmarks	Yes 4
State Plane Zones (NAD 1927, NAD 1983)	NOAA, USGS, Esri	spszn27.gdb, spszn83.gdb	\usa\other	Yes 1,2,3
USGS Topographic Quadrangle Series Indexes - 1:24,000, 1:100,000, 1:250,000	ArcUSA	topoq24.gdb, topoq100.gdb, topoq250.gdb	\usa\other	Yes 1,2,3
Census Block Groups	TomTom, US Census, Esri	blkgrp.gdb	\usa\census	TomTom - Yes 1,2; US Census - Yes 1,2,3; Esri - Yes 1,2,3
Census Block Centroid Populations	US Census	blockpop.gdb	\usa\census	Yes 1,2
Rivers and Streams	USGS, Esri	dtl_riv.gdb	\usa\hydro	Yes 1,2,3
Water Bodies	USGS, Esri	dtl_wat.gdb	\usa\hydro	Yes 1,2,3
Europe				
Europe Demographic - NUTS 0 Demographics	Michael Bauer Research GmbH	nuts0.gdb	\europe\data	Yes 1
Europe Demographic - NUTS 1 Demographics	Michael Bauer Research GmbH	nuts1.gdb	\europe\data	Yes 1
Europe Demographic -	Michael Bauer Research GmbH	nuts2.gdb	\europe\data	Yes 1

NUTS 2 Demographics				
Europe Demographic - NUTS 3 Demographics	Michael Bauer Research GmbH	nuts3.gdb	\europe\data	Yes 1

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**ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)**

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SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

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1. In addition to the common terms of use of Online Services:
 - a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.
 - b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
 - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
 - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
 - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
 - vii. Licensee may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission. If Licensee is using non-Esri application development tools to build applications that access Esri's Online Services, Licensee must include attribution acknowledging that its application is using Online Services provided by Esri. Guidelines are provided in the Documentation.
 - viii. Licensee may not embed a Named User credential into a Value-Added Application. For all ArcGIS Online Plan accounts other than Public Plan accounts and ArcGIS for Developer Plan accounts, an App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Licensee may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.

- c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:
- i. Licensee is also permitted to:
 - (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; and
 - (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
 - (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
 - (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
 - (c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
 - (d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NPO/NGO Plan accounts.
- d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NPO/NGO use of ArcGIS Online for Organizations accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA, ArcGIS Online for Organizations, or paid Developer Plan account.
- e. For ArcGIS Online Public Plan accounts:
- i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).
 - ii. Public Plan account Licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- f. For ArcGIS Online Development and Testing Plan accounts:
- i. Subject to the terms of this License Agreement, Licensee is permitted to:
 - (1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organizations are permitted to use ArcGIS Online Development and Testing Plan accounts for the benefit of their affiliated organization(s).
 - ii. Development and Testing Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.

- g. For ArcGIS Online paid Developer Plan accounts or Development and Testing Plan accounts:
 - i. Licensee is limited to one million (1,000,000) basemap and one million (1,000,000) geosearch Transactions per month in conjunction with Licensee's account. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.
 - h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
 - This restriction does not apply to education institutions that are permitted to be licensees of ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.
 - i. The terms "Online ELA account," "Organizations Plan account," "Developer Plan account," "Public Plan account," "Development and Testing Plan account," and "Education Plan account" refer to different types of ArcGIS Online accounts.
- 2. Terms of Use for ArcGIS Online Services:
 - a. World Geocoding Service: Licensee may not store the geocoded results generated by the service without an ArcGIS Online account.
 - b. Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.
- 3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Esri Community Analyst Reports and maps on Licensee's external websites.
- 4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in [Addendum 2, Note 1](#).

Digital Millennium Copyright Act Policy

Digital Millennium Copyright Act

Esri's policy is to respond to clear notices of alleged copyright infringement. This page describes the information that should be present in these notices. It is designed to make submitting notices of alleged infringement to Esri as straightforward as possible while reducing the number of notices that we receive that are fraudulent or difficult to understand or verify. The form of notice specified below is consistent with the form suggested by the United States Digital Millennium Copyright Act (the text of which can be found at the U.S. Copyright Office Web site, <http://www.copyright.gov>), but Esri will respond to notices of this form from other jurisdictions as well.

Regardless of whether Esri may be liable for such infringement under local country law or United States law, Esri's response to these notices may include removing or disabling access to material claimed to be the subject of infringing activity and/or terminating subscribers. If Esri removes or disable access in response to such a notice, Esri will make a good-faith attempt to contact the owner or administrator of the affected site or content so that they may make a counter notification. Esri may also document notices of alleged infringement on which we act.

**ADDENDUM 4
TO ESRI LICENSE AGREEMENT
APPLICABLE TO CUSTOMERS OBTAINING ESRI PRODUCTS OR SERVICES
UNDER GSA SCHEDULE CONTRACTS**

This Addendum 4 is entered into between the **United States Government**, represented by the **General Services Administration ("GSA")** and **Environmental Systems Research Institute, Inc. ("Licensor" or "Esri")**(each, a "Party"; collectively, the "Parties").

GSA, as an agency of the United States Government, is required when entering into agreements with other parties to follow applicable Federal laws and regulations, including without limitation those related to competition, dispute resolution, limitations on indemnification and other fiscal law constraints.

The Parties wish to make certain Esri products and services available to Federal and certain non-Federal customers under Multiple Award Schedule contracts (each, a "GSA Contract") administered by GSA. Accordingly, the Parties hereby agree to amend the following attached documents (collectively, "Licensor Agreements") as set forth herein. Except where expressly amended by this Addendum, the terms and conditions of the Licensor Agreements shall remain in force.

Licensor Agreements:

License Agreement (E204 04/26/2013) including E300 Exhibit 1 - Scope of Use comprised of:
Addendum 1, Software Terms of Use (E300-1)
Addendum 2, Data Terms of Use (E300-2)
Addendum 3, Online Services Addendum (E300-3)

A. *Government entity and contracting process:*

- "You," "your," or grammatical variants thereof, regardless of capitalization, shall mean the agency or other entity authorized to place orders under the GSA Contract, as set forth in the then-current GSA order on the sources of supply.
- Such entities, referred to in the GSA Contract as "ordering activities" and in this Addendum as "Customers" (each, a "Customer"), do not sign the Licensor Agreements but become bound by their terms, as amended hereby, through the issuance of a task or delivery order ("Order") under the GSA Contract into which the Licensor Agreements are incorporated.
- Although individual employees of a Customer may use the products or services provided under an Order solely for the purpose of performing their work duties, they are not in privity of contract with Licensor or its licensors, and the Customer remains responsible for their acts or omissions to the full extent of the law.
- The Parties agree that the Licensor Agreements accompanied by this Addendum, once the latter has been executed by both parties and validly incorporated into the GSA Contract, constitute the "signed license agreement" referred to in the preamble to the License Agreement and supersede any clickwrap or online terms and conditions that may appear during installation or use of the Products or services.
- The effective date of the Licensor Agreement is (a) as to GSA, the date this Addendum is signed by the GSA contracting officer; or (b) as to each ordering activity, the date of the Order.

B. *Contract documents, entire agreement, and order of precedence:*

- The Licensor Agreements shall apply in the versions attached hereto. Customer does not consent to be bound by any subsequent changes in the Licensor' standard commercial templates for such agreements, or in any policies referenced in the Licensor Agreements, unless such changes have been incorporated into the GSA Schedule contract by prior express written agreement of both Parties executed in the form of a modification to the GSA Contract. Continued use of Products, Data, or services shall not be deemed to establish assent to any changes in terms that have not been so incorporated. Product updates, new Products and subscription renewals shall be subject to the terms of this Addendum, and any changes to the Licensor Agreements that have been incorporated into the GSA Schedule contract by express written agreement of both Parties.
- Any "entire agreement" clauses in the Licensor Agreements are hereby amended to specify that the GSA Contract (including any contract modifications or Orders issued thereunder) and the Licensor Agreements together constitute the entire agreement between the Parties on the subject matter hereof. Any provisions in the Licensor Agreements

invalidating the terms of an Order are hereby deleted.

- For the purposes of the order of precedence set forth in FAR 52.212-4(s) incorporated into the GSA Schedule Contract, the Licensor Agreements and this Addendum 4 correspond to #4 (Addenda to this solicitation or contract, including any license agreements). In the event of conflict between or among the Licensor Agreements and this Addendum 4, the following order of precedence shall apply: (a) This Addendum 4; (b) Addenda 1, 2, and 3 and the attachments to the Addenda; and (c) the E204License Agreement.

C. *Services:* Licensor shall provide to Customer such products or services as are specified in the applicable Order, for the duration of such Order. Unless generally withdrawn from the commercial market, services may not be suspended or terminated unilaterally. Any problem, dispute, or other circumstance described in the unmodified Licensor Agreements as giving rise to suspension or termination shall instead be referred to the Customer's contracting officer for resolution.

D. *Fees, late charges and taxes:*

- The Customer shall pay Licensor the fees calculated in accordance with the final awarded GSA Contract pricelist or the fee or price schedule included in the Order, as applicable. Properly payable amounts shall be paid in accordance with the procedures set forth in the GSA Contract or the applicable Order.
- Fees may not be changed except by prior express written agreement of both Parties executed in the form of a modification to the GSA Contract.
- Nothing in the Licensor Agreements shall be read to allow the purchase of any products or services that are not listed in the final awarded GSA Contract pricelist.
- Any extension or renewal of the term of the GSA Contract (including option exercise, if any), the Licensor Agreements or any license granted there under, the Order, or the associated fees shall also require a prior express written agreement of both Parties.
- Travel, lodging and similar expenses shall be subject to the applicable federal travel regulations and the terms and conditions of the GSA Schedule contract and the Order. No cancellation or rescheduling fees shall be charged to or payable by a Customer except as, and then only to the extent, specifically authorized by applicable federal statute.
- Late payments shall be governed by the Prompt Payment Act and the regulations at 5 CFR 1315; any late payment provisions in the Licensor Agreements are hereby deleted. Insufficient funds fees or costs of collection on delinquent invoices may not be sought against Customer except as, and then only to the extent, specifically authorized by applicable federal statute.
- Taxes shall be governed by the terms of the GSA Schedule contract. Because different Customers may subject to different legal regimes as regards the applicability of taxes, any charge in the nature of a tax (however designated) shall first be submitted to the Customer's contracting officer for a determination of applicability.

E. *Termination:* Licensor acknowledges that Customer uses Licensor Products and Services in furtherance of the public good. Accordingly, the Licensor Agreements as they pertain to an Order may be terminated prior to the natural expiration of such Order only by Customer in accordance with applicable federal regulations and the terms of the GSA Contract.

F. *Injunctive or equitable relief:* No equitable or injunctive relief, and no shifting of legal fees or costs, may be sought against Customer except as, and then only to the extent, specifically authorized by applicable federal statute.

G. *Compliance with laws:* The Parties acknowledge that the United States, as a sovereign, is subject to the laws of the United States. Nothing in the Licensor Agreements, the GSA Contract, or any Order shall be interpreted to imply consent by any Customer to submit to the adjudicative or enforcement power of any regulatory, administrative, or judicial authority of, or the application of the laws of, another jurisdiction.

H. *Indemnification:* Any provisions in the Licensor Agreements requiring any agency or instrumentality of the Federal Government to indemnify any party are hereby deleted and shall not apply. Any provisions requiring Licensor to indemnify Customer shall be revised to state that such indemnification, and the conduct and/or settlement of any applicable proceedings, shall be subject to 28 USC 516. Any provisions allowing for or resulting in termination of the Licensor Agreements or any license in the event of an infringement claim, whether or not finally adjudicated, shall be subject to the Customer's right to require continued performance in accordance with 28 USC 1498.

I. *Third party terms or terms not included in full text:* When the Customer is an agency or instrumentality of the Federal Government, no third party or external terms and conditions shall be binding on the Customer unless included in full text and

validly incorporated into the GSA Schedule contract. For the avoidance of doubt, documents described as incorporated by reference or located at a specified URL shall not be binding.

J. Confidentiality:

- The terms of the Licensor Agreements and the final awarded prices, including both those listed in the GSA Schedule pricelist and those accepted by a Customer pursuant to an Order, shall not be considered confidential information.
- Notwithstanding any provision of the Licensor Agreements requiring the deletion of Licensor's Confidential Information upon the occurrence of a specified event, Customer may retain such Confidential Information as is required to be retained by law, regulation or its *bona fide* internal document retention procedures solely for legal, regulatory or compliance purposes; *provided, however*, that such retained Confidential Information will continue to be subject to the confidentiality obligations of the Licensor Agreements.

K. Assignment: Licensor may not assign the Licensor Agreements or its rights or obligations thereunder, in whole or in part, except in accordance with the procedures set forth in FAR subpart 42.12.

L. No waiver of liability or cause of action: Nothing in the Licensor Agreements, including but not limited to their limitation of liability clauses, in any way grants Licensor a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law and that no clause restricting users' statements shall be read to restrict GSA's or Customer's ability to pursue any course of action permitted by federal law, regulation, or policy, including without limitation making public statements in connection with any suspension or debarment action.

M. Audit: Any clauses in the Licensor Agreements allowing for an audit of GSA or Customer records or information systems, or verification of its compliance with the Licensor Agreements generally, shall be subject to applicable GSA or Customer requirements pertaining to security matters, including without limitation clearances to be held and non-disclosure agreements to be executed by auditors, badging or escorting requirements for access to premises, and other applicable requirements. Any overdeployment or excess usage identified in an audit shall be referred to the Customer's contracting officer for action in accordance with the procedures set forth in the GSA Contract. No audit costs may be sought against Customer except as, and then only to the extent, specifically authorized by applicable federal statute.

N. Notices:

- Notices to GSA regarding any matter pertaining to the GSA Contract shall be sent to the contracting officer in writing at the address specified in the GSA Contract or by email at the address specified below.
- Notices to Customer regarding any matter pertaining to an Order, or the use by Customer of Licensor Products or services, shall be sent in writing to the address specified in the Order.
- Neither GSA nor the Customer consent to receive notices or other communications by way of posting on a website, and such notices, in the absence of written notification by one of the means referred to above, shall be deemed not given.
- Notices to Licensor shall be sent to: []

O. Legal Representation / Infringement Claims: Claims of patent or copyright infringement brought against the Government as a party shall be defended by the U.S. Department of Justice (DOJ). 28 U.S.C. § 516. The DOJ/Government may not enter into a settlement or agreement with the party bringing the infringement action if such settlement places commitments, obligations, or rights or otherwise prejudices Contractor's legal rights in any dispute, action or claim without the prior written consent of Contractor. At the discretion of DOJ, the Contractor may be allowed reasonable participation in the defense of the litigation, provided however should Contractor be excluded from reasonable participation, the indemnity provisions contained in the commercial license agreement will not apply, be a part of, or have any effect whatsoever on the contract. Nothing in the contract or any commercial license agreement shall be construed as a waiver of sovereign immunity.

Licensor (Esri)

GSA

Name: William C. Fleming
 Title: Managing Business Attorney
 Date:
 Email: bfleming@esri.com

Name:
 Title: Contracting Officer
 Date:



**ESRI CONTENT LICENSE AGREEMENT
(Term and Evaluation Licenses)**

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

Agreement No. _____

This Esri Content License Agreement (hereinafter referred to as "Agreement") is between _____
 _____ (hereinafter referred to as "**Licensee**"), a _____ having its principal place of business
 at _____,
 and **Environmental Systems Research Institute, Inc.** (hereinafter referred to as "**Esri**"), a California corporation having its
 principal place of business at 380 New York Street, Redlands, California 92373-8100.

ARTICLE 1—DEFINITIONS

"Content" shall mean Esri-authored e-learning training Course(s) or Training Seminar(s), including all intellectual property, in a SCORM-compatible format supported by Esri.

"Course(s)" shall mean one or more modules of Esri-authored training materials, where each module has topics containing concepts, exercises, and an exam.

"Evaluation License" shall mean a term-limited (identified in Article 6) and usage-limited version of the Term License for Licensee's internal Learning Management System compatibility testing.

"Learning Management System" or "LMS" shall mean third-party software acquired separately by Licensee that allows Licensee to consume Content for the purpose of re-serving it to Licensee's internal employees.

"SCORM" shall mean Sharable Content Object Reference Model in formats supported by Esri including, but not limited to, SCORM Version 1.2 and SCORM 2004 3rd Edition.

"Term License" shall mean a license for use of Content limited for the term identified in Article 6.

"Training Seminar(s)" shall mean an Esri-authored video presentation, but no exam.

ARTICLE 2—RESERVATION OF OWNERSHIP AND GRANT OF RIGHTS

Esri retains all right, title, and interest in the Content. For a Term License, Esri hereby grants Licensee a personal, nonexclusive, nontransferable license to use, copy, reproduce, and redistribute Content into Licensee's LMS, for Licensee's own internal use only in conducting internal training for Licensee's employees. For an Evaluation License, Esri hereby grants Licensee a *limited license* to use the Content for testing on Licensee's LMS only. Licensee will access Content by either downloading from a CD-ROM/DVD provided or from a secure location on Esri's website. All other rights not specifically granted herein are reserved to Esri.

ARTICLE 3—PERMITTED USES

1. During the term of the Term License as provided in Article 6, and subject to the maximum number of Content licenses acquired, Licensee may allow any number of Licensee employees to access the Content on Licensee's LMS for internal employee training only.
2. During the term of the Evaluation License as provided in Article 6, Licensee shall only use the Content for the sole purpose of conducting compatibility testing on Licensee's LMS. Such testing may include uploading of Content into Licensee's LMS and execution of Content materials, exercises, and exams within the Licensee's LMS.

ARTICLE 4—USES NOT PERMITTED

1. Licensee shall not alter or modify the Content without Esri's prior, express written permission.
2. Licensee shall not acquire, assert, or assign rights to any third party, any copyright ownership, or any other proprietary rights in or to the Content.
3. Licensee may not use Evaluation License for any purpose except compatibility testing.

ARTICLE 5—DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

ESRI PROVIDES THE CONTENT TO LICENSEE "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. ESRI DOES NOT WARRANT THAT THE CONTENT WILL MEET LICENSEE'S NEEDS, OR THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR CONTENT PURSUANT TO THIS AGREEMENT.

ARTICLE 6—TERM; RENEWAL PERIODS; TERMINATION

1. The license granted under this Agreement for a Term License shall be valid for one (1) year beginning on the date Esri receives the applicable licensee fee or Content is provided, whichever occurs first. The Term License will automatically renew for additional one (1)-year terms provided Esri has received payment of the renewal license fee prior to the expiration of the initial or a renewal term, as the case may be.
2. The license granted under this Agreement for an Evaluation License shall be valid for one hundred twenty (120) days beginning on the date Esri receives the applicable license fee or Content is provided, whichever occurs first. An Evaluation License may be extended by mutual written agreement of the parties.
3. Upon expiration of the license or termination of this Agreement, Licensee shall uninstall, remove, and destroy all Content, including any whole or partial copies, modifications, or merged portions in any form, and execute and deliver evidence of such deinstallation and destruction to Esri.

ARTICLE 7—TECHNICAL ASSISTANCE; UPDATES

1. Esri shall provide up to a total of eight (8) hours of remote telephone and/or e-mail support to Licensee to assist Licensee in downloading the Content inside Licensee's LMS (exercisable either under the initial term or a renewal term, until the total hours are expended). Subject to the eight (8) hours specified above, this technical assistance may include minor modifications to the Content to facilitate use inside Licensee's LMS.
2. Should extensive modifications be required or Licensee replaces or upgrades Licensee's original LMS, Esri reserves the right to negotiate a separate work order at prevailing Esri rates.
3. For the Term License only, Esri shall make available to Licensee any updates to Content, if Content is updated by Esri, at Esri's discretion, during the term of the Agreement. The update cycle and delivery time frame will be determined by Esri.

ARTICLE 8—LICENSEE RESPONSIBILITIES (Not applicable to Evaluation License)

1. Licensee shall be responsible for keeping track of student progress.
2. Licensee shall be responsible for providing student completion certificates, if necessary.
3. Licensee shall be responsible for providing direct support to Licensee's students for resolution of problems related to Content.

ARTICLE 9—GENERAL PROVISIONS

9.1 Export Control Regulations. Licensee expressly acknowledges and agrees that it shall not export, reexport, or provide the Content in whole or in part, to (i) any country to which the United States has embargoed goods; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any US export control law or regulation.

9.2 No Implied Waivers. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.3 Severability. The parties mutually agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.4 Counterparts. This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

9.5 Successor and Assigns. Licensee shall not assign, sublicense, or transfer its rights or delegate its obligations under this Agreement without Esri's prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

9.6 Equitable Relief. The parties agree that any breach of this Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Esri shall have the right to an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

9.7 Governing Law, Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If Licensee is a US Government agency, this Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613), in lieu of the Arbitration provisions of this clause.

(Licensee)

By: _____

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: _____

Printed Name: _____

Title: _____

Date:

Geographic Information Services, Inc.
Products/Services

GSA Services Pricing (CONUS)				
SINs 132-100 and 132-51				
Job Function		Staff	Sr.	Consultant
SIN 132-100 Ancillary Supplies and/or Services				
Experience				
J012, J013	Administrative Support	\$32.24	\$38.69	
J152, J153	Project Coordinator	\$66.90	\$80.60	
SIN 132-51 Information Technology Professional Services				
Experience				
J022, J023	Application Architect	\$157.18	\$181.36	
J033, J034	Geospatial Technician	\$52.39	\$68.51	
J042, J043	Database Engineer	\$116.88	\$137.03	
J052, J053	Geospatial Analyst	\$88.66	\$116.88	
J062, J063	Geospatial Developer	\$112.85	\$141.06	
J072, J073	Geospatial Project Manager	\$124.94	\$157.18	
J082, J083	Help Desk Specialist	\$80.60	\$100.76	
J094	Management Consultant			\$197.48
J095	Enterprise Architect Consultant			\$189.42
J112, J113	Application Designer	\$112.85	\$141.06	
J122, J123	Solutions Engineer	\$104.79	\$137.03	
J142, J143	Systems Engineer	\$116.88	\$153.15	
J162, J163	Database Analyst	\$80.60	\$92.70	
J172, J173	Documentation Specialist	\$49.97	\$60.45	
J191, J192	Technical Architect	\$149.12	\$173.30	
J212, J213	Quality Assurance Specialist	\$84.63	\$104.79	
J232, J233	Systems Analyst	\$88.66	\$104.79	
J234	Subject Matter Expert Sr.		\$200.00	
J235	Subject Matter Expert Consultant			\$220.00

Geographic Information Services, Inc.	
Labor Descriptions	
Cat-ID	Description
J012	<p>Administrative Support (Staff)</p> <p>Qualifications: High School diploma or equivalent, with a minimum of 3 to 4 years of experience or equivalent, demonstrated ability in Administrative Support functions. Duties: Directly supports all other functional areas by maintaining files, preparing correspondence, arranging travel and performing other general administrative tasks</p>
J013	<p>Administrative Support (Senior)</p> <p>Qualifications: High School diploma or equivalent, with a minimum of 5 to 6 years of experience or equivalent, demonstrated expertise in Administrative Support functions. Duties: Directly supports all other functional areas by assisting in the preparation of presentation graphics, maintaining files, preparing correspondence, arranging travel and performing other general administrative tasks. Demonstrated ability to work independently.</p>
J022	<p>Application Architect (Staff)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have demonstrated ability programming geospatial applications in multiple languages and a minimum 5 years of experience or equivalent designing application architectures. Must have expert level knowledge of software engineering, including: object-oriented programming, service-oriented computing, system design, standard software development protocols and coding standards. Must have demonstrated capability capturing and translating user requirements to technical designs and knowledge of user interface design.</p> <p>Duties: Analyzes business problems and architects well-defined solutions. Responsible for evaluating and proliferating development methodologies, frameworks and best practices. On large and complex projects, takes the lead in developing requirements, designing the solution, and overseeing application development and testing. Supports functional and system design and architecture for emerging market and technology applications. Works closely with other Architects to deliver a total project solution and mentors developers across teams. May act as supervisor, perform lifecycle development tasks and/or lead the development team on a specific project.</p>
J023	<p>Application Architect (Senior)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have demonstrated expertise programming geospatial applications in multiple languages and a minimum 7 years of experience or equivalent designing application architectures. Must have expert level knowledge of software engineering, including: object-oriented programming, service-oriented computing, system design, standard software development protocols and coding standards. Must have demonstrated expertise capturing and translating user requirements to technical designs and knowledge of user interface design.</p> <p>Duties: Analyzes business problems and architects well-defined solutions. Responsible for evaluating and proliferating development methodologies, frameworks and best practices. On large and complex projects, takes the lead in developing requirements, designing the solution, and overseeing application development and testing. Supports functional and system design and architecture for emerging market and technology applications. Works closely with other Architects to deliver a total project solution and mentors developers across teams. May act as supervisor, perform lifecycle development tasks and/or lead the development team on a specific project. A primary point of contact with ultimate decision makers.</p>

J152	<p>Project Coordinator (Staff)</p> <p>Qualifications: Undergraduate degree (four year) in geography, IT, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have a minimum of 2 years of experience or equivalent and a demonstrated ability in Project Controls.</p> <p>Duties: Supports the project lead in the development and maintenance of budgets, schedules, work plans, status reports and other project documentation</p>
J153	<p>Project Coordinator (Senior)</p> <p>Qualifications: Undergraduate degree (four year) in geography, IT, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have a minimum of 5 years of experience or equivalent and demonstrated expertise in Project Controls.</p> <p>Duties: On large and complex projects, supports the project lead in the development and maintenance of budgets, schedules, work plans, status reports and other project documentation. May coordinate across the project team on resourcing and project milestones. May facilitate status calls and coordinate with clients.</p>
J033	<p>Geospatial Technician (Staff)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have demonstrated ability in data editing using GIS and/or CAD software (e.g. Esri, Bentley, Autodesk), and field data collection activities specifically related to the use of GPS equipment. Must have working knowledge of data models and standards.</p> <p>Duties: Responsible for locational and attribute data collection and data conversion activities for physical features to be incorporated into geospatial or related databases. Maintains GPS receivers and other related field equipment. Performs QA/QC on data, processes and workflows.</p>
J034	<p>Geospatial Technician (Senior)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have a minimum 3 years of experience or equivalent and demonstrated ability in data editing using GIS and/or CAD software (e.g. Esri, Bentley, Autodesk), and field data collection activities specifically related to the use of GPS equipment. Must have demonstrated experience with data models and standards. Capable of planning field collection, directing field crews, evaluating data quality and generating progress reports.</p> <p>Duties: Responsible for planning and implementing data conversion and collection activities for spatially related data. Responsible for locational and attribute data collection for physical features to be incorporated into geospatial or related databases. Maintains data development tools and software, GPS receivers and other related collection equipment. Develops processes and workflows and performs QA/QC. Manages and reports on field collection activities. May act as supervisor and/or lead the data development team on a specific project.</p>
J042	<p>Database Engineer (Staff)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have a minimum of 2 years of experience or equivalent and a demonstrated capability administering geospatially-enabled databases. Must have experience administering ArcGIS Server.</p> <p>Duties: Provides technical expertise in the use of geospatial databases and their integration with complementary business systems. Analyzes, evaluates and recommends basic architecture, workflows and technology roadmaps to support user requirements. Defines organization, indexing methods, load balancing and security measures. Performs administration and troubleshooting. Works closely with customers and stakeholders to define required</p>

	<p>security, backup and recovery procedures and to control access to data and systems. Monitors and fine-tunes performance and ensures uptime requirements are met. May act as supervisor and/or lead the development or support team on a specific project.</p>
J043	<p>Database Engineer (Senior):</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have a minimum of 5 years of experience or equivalent and a demonstrated capability architecting geospatially-enabled databases. Must have demonstrated ability to design enterprise architectures that integrate with existing databases and/or systems.</p> <p>Duties: Provides highly technical expertise in the use of geospatial databases, architecture and integration with enterprise systems. Evaluates, validates and establishes enterprise database requirements and designs architecture to include software, hardware, communications, and security to support the total requirements and interfaces. Ensures compatibility and compliance with standards. Evaluates, analytically and systemically, problems of workflow, organization and planning. May act as supervisor and/or lead the development or support team on a specific project.</p>
J052	<p>Geospatial Analyst (Staff):</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have demonstrated ability in data editing, map production and geospatial analysis using common GIS and/or CAD software (e.g. Esri, Bentley, Autodesk). Must have working knowledge of data models and standards.</p> <p>Duties: Provides technical expertise in the use of GIS, CAD and automated mapping systems. Creates geospatial databases and mapping products; provides spatial analysis and end user support; creates documentation on data and workflows; conducts testing of geospatial applications and performs QA/QC on data, processes and workflows</p>
J053	<p>Geospatial Analyst (Senior):</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have a minimum 3 years of experience or equivalent and demonstrated ability in needs assessment & workflow analysis, data editing and geospatial analysis using common GIS and/or CAD software (e.g. Esri, Bentley, Autodesk). Must have demonstrated ability to design and implement data models and standards.</p> <p>Duties: Provides management support and technical expertise in the use of GIS, CAD and automated mapping systems integration with complementary business processes and systems. Collects functional requirements, analyzes and documents business workflows and designs/creates geospatial processes, tools and products to support business needs. Creates geospatial databases and mapping products; provides spatial analysis and end user support; creates documentation on data and workflows; conducts testing of geospatial applications and performs QA/QC on data, processes and workflows. May act as supervisor and/or lead a data development, analysis and/or support team on a specific project.</p>
J062	<p>Geospatial Developer (Staff)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have demonstrated ability developing desktop and/or web applications in .NET, JS, Flex, HTML5, Silverlight and/or OpenLayers. Must have working knowledge of service-oriented computing, system architectures, standard software development protocols and coding standards.</p> <p>Duties: Application development and computer programming of geospatial and complementary business system capabilities and integration of geospatial applications with other systems and</p>

	<p>relational databases. Development and implementation of test plans and automated test scripts. Works in solo and team environments using industry standards and source code control systems according to tailored software development lifecycle methodologies..</p>
J063	<p>Geospatial Developer (Senior)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have demonstrated ability programming geospatial applications and a minimum 3 years of experience or equivalent developing desktop. mobile and/or web applications in .NET, JS, Flex, HTML5, Silverlight and/or OpenLayers. Must have demonstrated experience with service-oriented computing, system architectures, standard software development protocols and coding standards. Must have demonstrated capability capturing and translating user requirements to technical designs and architecting applications.</p> <p>Duties: Application development and computer programming of geospatial and complementary business system capabilities and integration of geospatial applications with other systems and relational databases. Development and implementation of test plans and automated test scripts. Works in solo and team environments using industry standards and source code control systems according to tailored software development lifecycle methodologies. Participates in and may lead the functional and system design and architecture for new applications. May act as supervisor and/or lead the development team on a specific project.</p>
J072	<p>Geospatial Project Manager (Staff)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have a minimum 5 years of experience or equivalent and a demonstrated ability in IT/GIS Project Management. Must have demonstrated knowledge of Project Management tools e.g. Microsoft Project.</p> <p>Duties: Leads GIS projects and/or teams. Performs integration planning and interfaces to other functional groups. Develops, maintains and reports on project plans and schedules; implements project controls; manages a technical team; leads communications with clients and stakeholders; ensures successful completion of all project tasks and deliverables with technical team support. May act as supervisor.</p>
J073	<p>Geospatial Project Manager (Senior)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have a minimum 7 years of experience or equivalent and demonstrated experience managing IT/GIS implementations or teams. Must have demonstrated capability implementing project controls and using tools to develop project schedules, work breakdown structures, and milestone driven Gant charts. Experienced in business development activities.</p> <p>Duties: Leads GIS projects and/or teams. Performs integration planning and interfaces to other functional groups. Develops, maintains and reports on project plans and schedules; manages a technical team; leads communications with clients and stakeholders; ensures successful completion all project tasks and deliverables with technical team support. Designs project management methodologies and supports project profitability analyses. Supports key account management and leads client specific business development activities. May act as supervisor.</p>

J082	<p>Help Desk Specialist (Staff)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have demonstrated ability in Help Desk operations.</p> <p>Duties: Communicate with customers and users about the basic operation and functionality of the company's software products. Gets the correct people involved in order to solve problems. Excellent inter-personal and communication skills are used in all responses. Communicates with the internal staff on behalf of customers.</p>
J083	<p>Help Desk Specialist (Senior)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have a minimum 3 years of experience or equivalent and demonstrated an expertise in Help Desk Operations.</p> <p>Duties: Communicate with customers and users about the basic operation and functionality of the company's software products. Solves problems. Excellent inter-personal and communication skills are used in all responses. Communicates with the internal staff on behalf of customers.</p>
J094	<p>Management Consultant (Consultant)</p> <p>Qualifications: Undergraduate degree (four year) in computer science, engineering, business, geography, GIS, planning, environmental science, operations research or other related field, or equivalent, demonstrated expertise. Must have a minimum of 8 years of experience or equivalent and demonstrated expertise in GIS/IT Management Consulting.</p> <p>Duties: Highly skilled in providing a wide range of GIS/IT consulting services to management including, but not limited to, business practices, program management, technical management, strategy assessment, planning and technical consulting services. Directs other team members in a GIS project engagement. Excellent communicator. A primary point of contact with ultimate decision makers.</p>
J095	<p>Enterprise Architect (Consultant)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have a minimum of 10 years of enterprise-level technology experience or equivalent and expert knowledge architecting geospatially-enabled systems, databases and/or applications with special emphasis on Esri and server technologies. Must have expert capability in consulting and solution design. Demonstrated high level competence in business analysis, development and strategic planning.</p> <p>Duties: Primary responsibilities will be surgical project execution and business development/brand positioning support. Leads client engagements by demonstrating technical capabilities and determining functional requirements to address customer needs. Consults with Technical Architects on requirements gathering and enterprise architecture design and development for specific project engagements. Consults on technology strategy and its business impact. Uses knowledge of technical tools and capabilities to assist sales and marketing teams in the development selling and lead-generation strategies. Recognized technical expert and thought leader. Markets and educates clients and technical teams on location technology platforms and technologies. Builds targeted relationships with technology partners. Documents and presents best practices. Supports key account management. May act as supervisor.</p>
J112	<p>Application Designer (Staff)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering,</p>

	<p>business or another related field, or equivalent, demonstrated expertise. Must have a minimum 3 years of experience or equivalent in web and user application design. Must have demonstrated experience creating user flows/sitemaps and wireframes. Must have demonstrated capability capturing and translating user requirements and to rapidly prototype visual designs and interactions using current web front-end technologies. Must have demonstrated proficiency creating and manipulating graphics with Adobe Creative Suite or equivalent and expertise in cross browser markup, including HTML and CSS.</p> <p>Duties: Responsible for application and web page user interaction and visual design. Develops interface structure, page navigation schemes and prototypes to reflect design intentions. Identifies discrepancies between expected and actual user behavior through plans, scripts, sessions, and feedback. Supports project teams in all stage of the development lifecycle. Participates in and may lead the functional requirements gathering and front-end application design. May act as supervisor and/or lead the development team on a specific project.</p>
J113	<p>Application Designer (Senior)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have a minimum 5 years of experience or equivalent in web and user application design. Must have demonstrated expertise creating user flows/sitemaps and wireframes. Must have demonstrated expertise capturing and translating user requirements and to rapidly prototype visual designs and interactions using current web front-end technologies. Must have demonstrated expertise creating and manipulating graphics with Adobe Creative Suite or equivalent and expertise in cross browser markup, including HTML and CSS.</p> <p>Duties: Responsible for application and web page user interaction and visual design. Develops interface structure, page navigation schemes and prototypes to reflect design intentions. Identifies discrepancies between expected and actual user behavior through plans, scripts, sessions, and feedback. Supports project teams in all stage of the development lifecycle. Participates in and may lead the functional requirements gathering and front-end application design. May act as supervisor and/or lead the development team on a specific project. A primary point of contact with ultimate decision makers.</p>
J122	<p>Solutions Engineer (Staff)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have a minimum of 2 years or equivalent of enterprise-level GIS technology experience and advanced knowledge of geospatially-enabled systems, databases and/or applications with special emphasis on Esri and server technologies. Must have demonstrated capability in consulting, solution design, software configuration, and operational support.</p> <p>Duties: Assess customer's existing GIS/IT environments and recommend areas for improvements in application technology, system performance, and software migration plans. Install, configure and tune ArcGIS Server and other enterprise software packages. Create mapping, imagery and data services and products. Create models or automate processes using Model Builder, Python or other scripting languages. Provide GIS system technical recommendations, standard operating procedures, administrative and help documents for clients and technical teams. May act as supervisor and/or lead the development or support team on a specific project.</p>
J123	<p>Solutions Engineer (Senior)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have a minimum of 5 years of enterprise-level technology experience or equivalent and advanced knowledge architecting geospatially-enabled systems, databases and/or applications with special emphasis on Esri and server technologies. Must have expert capability in consulting, solution design,</p>

	<p>software configuration, and operational support.</p> <p>Duties: Analyzes business problems and architects well-defined geospatial solutions. Assess customer's existing enterprise environments and recommend areas for improvements in application technology, system performance, security and technology migration plans. On large and complex projects, takes the lead in developing requirements, designing the solution, and overseeing development and testing. Ensures compatibility and compliance with standards. Evaluates, analytically and systemically, problems of workflow, organization and planning. Works closely with other Architects and technical teams to deliver a total project solution. May act as supervisor and/or lead the development or support team on a specific project.</p>
J142	<p>Systems Engineer (Staff)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have a minimum of 2 years of experience or equivalent and a demonstrated capability administering geospatially-enabled systems. Must have experience administering ArcGIS Server.</p> <p>Duties: Provides technical expertise in the use of geospatial systems and their integration with complementary business systems. Analyzes, evaluates and recommends basic architecture, workflows and technology roadmaps to support user requirements. Defines organization, indexing methods, load balancing and security measures. Performs administration and troubleshooting. Works closely with customers and stakeholders to define required security, backup and recovery procedures and to control access to data and systems. Monitors and fine-tunes performance and ensures uptime requirements are met. May act as supervisor and/or lead the development or support team on a specific project.</p>
J143	<p>Systems Engineer (Senior)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have a minimum of 5 years of experience or equivalent and a demonstrated capability architecting geospatially-enabled systems. Must have demonstrated ability to design enterprise architectures that integrate with existing databases and/or systems.</p> <p>Duties: Provides highly technical expertise in the use of geospatial systems, architecture and integration with enterprise systems. Evaluates, validates and establishes enterprise system requirements and designs architecture to include software, hardware, communications, and security to support the total requirements and interfaces. Ensures compatibility and compliance with standards. Evaluates, analytically and systemically, problems of workflow, organization and planning. May act as supervisor and/or lead the development or support team on a specific project.</p>
J162	<p>Database Analyst (Staff)</p> <p>Qualifications: Undergraduate degree (four year) in geography, IT, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have demonstrated ability analyzing databases.</p> <p>Duties: Performs database updates, analysis, design and construction activities on GIS and relational databases, including technology analysis, relationship analysis, database performance analysis, and design. Analyze user needs to determine functional and cross-functional requirements by performing database analysis and design. Prepares user workflow diagrams, database schematics, and functional process charts.</p>

J163	<p>Database Analyst (Senior)</p> <p>Qualifications: Undergraduate degree (four year) in geography, IT, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have a minimum 3 years of experience or equivalent and demonstrated ability analyzing databases.</p> <p>Duties: Establishes database standards programmatically and on a project by project basis. Enforces database standards. Performs database analysis and design activities on GIS and relational databases, including relationship analysis, database performance analysis, and table, field, and relationship design.</p>
J172	<p>Documentation Specialist (Staff)</p> <p>Qualifications: Undergraduate degree (two year) in computer science, engineering, geography, GIS, planning, business or other related field, or equivalent, demonstrated expertise. Demonstrated ability in GIS/IT technical document development.</p> <p>Duties: Develops documentation on GIS systems and processes in the form of application user guides, training material, internal procedures using word processing or html documentation tools.</p>
J173	<p>Documentation Specialist (Senior)</p> <p>Qualifications: Undergraduate Degree (four year) in computer science, engineering, geography, GIS, planning, business or other related field, or equivalent, demonstrated expertise. Demonstrated expertise in GIS/IT technical document development.</p> <p>Duties: Designs and defines internal and externally distributed documents. Develops documentation on GIS systems and processes in the form of application user guides, training material, internal procedures using word processing or html documentation tools.</p>
J191	<p>Technical Architect (Staff)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. 5 or more years of experience or equivalent supporting IT/GIS system and data integration projects with the ability to define requirements and recommend enterprise solutions. Must have demonstrated capability in GIS implementation using server technologies. Demonstrated knowledge of systems and/or application administration; data and application development and deployment methodologies; quality initiatives and project management methodologies.</p> <p>Duties: Leads GIS projects and is responsible for defining and delivering client solutions. Determines and translates client requirements to a straw-man technical architecture/solution; develops, maintains and reports on project plans and schedules; implements project controls; leads communications with the technical team, clients and stakeholders; ensures successful completion of the solution design and implementation with technical team support. May act as supervisor.</p>
J192	<p>Technical Architect (Senior)</p> <p>Qualifications: Undergraduate degree (four year) in geography, science, engineering, business or another related field, or equivalent, demonstrated expertise. 7 or more years of experience or equivalent supporting IT/GIS system and data integration projects with the ability to define requirements and recommend enterprise solutions. 5 or more years GIS implementation and project management experience or equivalent. Demonstrated capability with systems and/or application administration; data and application development and deployment methodologies; implementing quality initiatives, project controls and project management methodologies. Experienced in business development activities, the design and</p>

	<p>application of enterprise and emerging technology strategy.</p> <p>Duties: Leads GIS projects and/or teams. Responsible for defining and delivering client solutions. Determines and translates client requirements to a straw-man technical architecture/solution; develops, maintains and reports on project plans and schedules; leads communications with the technical team, clients and stakeholders; ensures successful completion of the solution design and implementation with technical team support. Designs enterprise system architectures and consults on technology strategy and its business impact. Supports key account management and leads client specific business development activities. Supports solution implementation across project teams. May act as supervisor.</p>
J212	<p>Quality Assurance Specialist (Staff)</p> <p>Qualifications: Undergraduate Degree (four year) in computer science, engineering, geography, GIS, planning, business or other related field, or equivalent, demonstrated expertise. Must have demonstrated an ability in GIS/IT Quality Assurance processes.</p> <p>Duties: Perform QA/QC procedures on spatial databases and GIS application testing. Contribute to the development of GIS/IT Quality Assurance Project Plans</p>
J213	<p>Quality Assurance Specialist (Senior)</p> <p>Qualifications: Undergraduate Degree (four year) in computer science, engineering, geography, GIS, planning, business or other related field, or equivalent, demonstrated expertise. Must have a minimum of 3 years of experience or equivalent and demonstrated expertise in GIS/IT Quality Assurance processes.</p> <p>Duties: Develop and perform QA/QC procedures on spatial databases and GIS application testing, including defining system QA/QC requirements and developing test plans. Responsible for developing GIS/IT Quality Assurance Project Plans</p>
J232	<p>Systems Analyst (Staff)</p> <p>Qualifications: Undergraduate degree (four year) in geography, IT, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have demonstrated ability analyzing systems.</p> <p>Duties: Performs system updates, analysis, design and construction activities on GIS systems, including technology analysis, relationship analysis, performance analysis, and design. Analyze user needs to determine functional and cross-functional requirements by performing system analysis and design. Prepares user workflow diagrams, system schematics, and functional process charts</p>
J233	<p>Systems Analyst (Senior)</p> <p>Qualifications: Undergraduate degree (four year) in geography, IT, science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have a minimum 3 years of experience or equivalent and demonstrated ability analyzing systems.</p> <p>Duties: Analyze user needs to determine functional and cross-functional requirements by performing system analysis and design in complex or large systems. Provides analytical conceptualization of the system and implements complex, multiple inter-linked systems. Prepares functional process charts. Formulates user requirements and develops solutions. Identifies the resources required for each task.</p>

J234	<p>Subject Matter Expert (Senior)</p> <p>Qualifications: Undergraduate degree (four year) in computer science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have a minimum 8 or more years of experience or equivalent, demonstrated expertise and ability to define problems and recommend options in GIS/IT Enterprise solutions.</p> <p>Duties: Highly skilled in providing specialized consulting services to management including, but not limited to, GIS technical direction, GIS visioning, business practices, program management, strategy assessment, planning and technical consulting services. Excellent communicator. Subject matter specialist.</p>
J235	<p>Subject Matter Expert (Consultant)</p> <p>Qualifications: Undergraduate degree (four year) in computer science, engineering, business or another related field, or equivalent, demonstrated expertise. Must have a minimum 10 or more years of experience or equivalent, demonstrated expertise and ability to define problems and recommend options in GIS/IT Enterprise solutions.</p> <p>Duties: Highly skilled in providing specialized consulting services to management including, but not limited to, GIS technical direction, GIS visioning, business practices, program management, strategy assessment, planning and technical consulting services. Excellent communicator. Subject matter specialist. A primary point of contact with ultimate decision makers.</p>