

BPA D13PA00031
Solicited as D13PA00004-A03
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE
GEOGRAPHIC INFORMATION SYSTEMS
SOFTWARE LICENSING PROGRAM SUPPORT
FOR THE
DEPARTMENT OF THE INTERIOR

STATEMENT OF WORK AS DERIVED FROM:

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
U.S. Department of the Interior

General Service Administration (GSA) Federal Supply Schedule Contract
GS-35F-5086H
DOI BPA No. D13PA00004-A03
SmartBUY Addendum No. 2003-4204

Start Date: October 1, 2013
Expiration Date: September 30, 2018

**Department of the Interior
Blanket Purchase Agreement
Federal Supply Schedule**

In the spirit of the Federal Acquisition Streamlining Act, the Department of the Interior (DOI) seeks to enter into a Blanket Purchase Agreement (BPA) with Environmental Systems Research Institute, Inc. (Esri) to further reduce the administrative costs to acquired commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract GS-35F-5086H and SmartBUY Addendum No. 2003-4204. The terms and conditions of the new SmartBUY agreement shall automatically be incorporated by this reference into this BPA and shall supersede the prior (terminated or expired) SmartBUY agreement.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations, and the evaluation of offers.

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

Blanket Purchase Agreement Statement of Work

Pursuant to Esri's GSA Federal Supply Schedule (FSS) Contract Number GS-35F-5086H and Esri's SmartBUY Addendum No. 2003-4202, Esri agrees to the following terms of a Blanket Purchase Agreement with the Department of the Interior (DOI).

This BPA, together with the terms and conditions of Esri's GSA FSS Contract and the SmartBUY Addendum, which is incorporated by reference and made a part of this BPA, defines the terms and conditions of this BPA between the DOI and Environmental Research Systems Institute (Esri) (Contractor) for Geographic Information Systems (GIS) software products and services. Unless otherwise stated in the BPA, the terms and conditions of the Esri's GSA FSS Contract and SmartBUY Addendum, including, but not limited to, license grants, warranties, and indemnities, shall apply to the orders released hereunder. The DOI is not obligated to place any orders under this Agreement. All obligations of funds will be done via Delivery Orders issued by the authorized buyer of the DOI or any authorized purchase cardholder acting within the limit of his/her authority [see 1].

1. Authorized Buyers: The products and services offered to the Government under this Agreement shall be available to all bureaus and offices in the DOI as stated herein only.

Orders against this BPA for software, maintenance, and services not covered by the Agency-Wide Enterprise License Agreement (Category B and C products/services) will be processed in accordance with the procedures in FAR 8.405-1 and 8.405-2.

2. Principal Points of Contact: The DOI will name, by letter, a Contracting Officer (for issues concerning the meaning or scope of the Agreement, order execution, tracking, and pricing) and a DOI Contracting Officer's Representative (technical issues), each of whom will function as the primary contact with Esri in his/her area. Esri will name both a principal and alternate point of contact for contract and ordering issues and a principal and alternate point of contact for technical and other issues. These may be the same person. Points of Contact information in this section are tentative and will be finalized on the award document.

DOI Points of Contact:

Chiharu Bullock, Contracting Officer
Interior Business Center
381 Elden Street, Suite 4000
Herndon, VA 20170
Email: Chiharu_Bullock@ibc.doi.gov
Phone: (703) 964-3629

Mark Negri, Contracting Officer's Representative
Office of the Chief Information Officer
US Department of the Interior
12201 Sunrise Valley Drive, MS-807
Reston, VA 20192
Email: mark_negri@ios.doi.gov
Phone: (703) 648-5613

3. Covered Services/Products: This Agreement covers Esri software and services set forth in Esri's GSA FSS Contract and the SmartBUY Addendum. Special terms and pricing contained in Section 5 apply to this Agreement only.

Any/all electronic and information technology (EIT) procured through this effort must meet the applicable accessibility standards at 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://section508.gov>. Esri's compliance to Section 508 shall be viewable at <http://www.esri.com/legal/section508> and the information contained in the website shall be updated.

4. 4-month Technical Support:

Esri shall provide technical support for a period of 4 months prior to the start of the Agency-Wide Enterprise License Agreement. This technical support of 4 months shall serve as a bridge for the current DOI/Esri BPA and the proposed Esri ELA BPA. Technical Support shall consist of Tier Two Esri Technical support, with each Bureau Central Support receiving a set number of named callers. If the named caller changes during the 4-month Technical Support, DOI will make reasonable efforts to notify Esri of the change. See Section 6, Table A, Item 1a for authorized caller terms from October 1, 2013 through January 31, 2014.

5. Agency-Wide Enterprise License – Bureau Central Support (BCS) Description:

(a) Esri shall provide software support consisting of revisions to the software, updates to manuals, installation instructions, and access to user assistance via the telephone for the Esri software products contained under this agreement as set forth in Section 6, Table A, Item No. 1b through No. 5 of this Agreement for any and all platforms that are currently supported by Esri.

(b) Each BCS shall provide a Tier One level of support through internal GIS user assistance services. Tier One support shall be used in such a way as to minimize repeat calls to Esri and make solutions to problems available to the GIS user community residing under the BCS structure. Esri will provide Tier Two level of software support to each designated BCS through their authorized callers.

(c) Starting on February 1, 2014, all the DOI bureaus and offices listed herein will be entitled to one (1) BCS license each and will participate as a BCS through the duration of

the Agreement. Each BCS license will include direct Esri technical support to (b) (4) authorized callers per BCS and (b) (4) alternates from that given bureau/office. See Section 6, Table A, Item No. 1b through No. 5 of this agreement.

(d) A Government designated point-of-contact (POC) for each BCS will be appointed. Duties of the Government BCS POC(s) are as follows:

(1) The BCS POC will administer the configuration, distribution, and maintenance support of Esri GIS software for their bureau/office. The designated POC is responsible for distributing software to sites for initial distribution of the software products under this agreement as set forth in Table A, Items No. 1b, 2, 3, 4 and 5 as well as updates and upgrades to those sites that reside under the BCS when the Agency-Wide Enterprise License fees are current.

(2) The individual BCS POC will have an internal software support system to minimize and screen calls to Esri by authorized BCS personnel and disseminate solutions to problems to the BCS user community. This may be set up in the form of an agency technical support Help desk.

(3) The BCS POC will be responsible for administering maintenance by providing updates and upgrades for all sites residing under the BCS.

(4) The BCS POC will be responsible for Esri registration code distribution and provisioning file generation and distribution. The files will be generated through Esri's Customer Care site. Each Bureau will determine the provisioning file distribution strategy.

(5) BCS Points of Contact: The POC information below is tentative and will be finalized upon award of the BPA. If during the course of the BPA a BCS point of contact changes, DOI shall make reasonable efforts to notify Esri within a reasonable time.

Primary:

Bureau	Point of Contact	Email	Phone
Bureau of Indian Affairs (BIA)	Chad Wallace	Wyeth.Wallace@bia.gov	(720) 484-3210
Bureau of Land Management (BLM)	Duane Dippon	ddippon@blm.gov	(202) 912-7285
Bureau of Reclamation (BOR)	Bruce Whitesell	bwhitesell@do.usbr.gov	(303) 445-2287
Fish and Wildlife Service (FWS)	Chris Lett	Chris_Lett@fws.gov	(303) 275-2348
Bureau of Safety & Environmental Enforcement (BSEE),	Uday Katikaneni	Uday.Katikaneni@bsee.gov	(504) 736-2904

Bureau	Point of Contact	Email	Phone
Bureau of Ocean Energy Management (BOEM), and Office of Natural Resources Revenue (ONRR)			
National Park Service (NPS)	David Duran	David_duran@nps.gov	(303) 969-2176
OSM	Janine Ferarese	jferarese@osmre.gov	(303) 293-5068
U.S. Geological Survey (USGS)	Shane Wright	wright@usgs.gov	(385) 226-7700

Alternate:

Bureau	Point of Contact	Email	Phone
BIA	Shane Willard	Shane.Willard@bia.gov	(303) 231-5230
BLM	John Reitsma	jreitsma@blm.gov	(303) 236-1984
BOR	Kurt Wille	Kwille@usbr.gov	(303) 445-2285
FWS	Matt Faruolo	Matthew_Faruolo@fws.gov	(303) 275-2363
Bureau of Safety & Environmental Enforcement (BSEE), Bureau of Ocean Energy Management (BOEM), and Office of Natural Resources Revenue (ONRR)	John Nielson	john.nielson@bsee.gov	(504) 736-2802
NPS	Tim Smith	Tim_Smith@nps.gov	(303) 969-2086
OSM	Robert Welsh	RWelsh@osmre.gov	(303) 293-5080
USGS	Curtis Price	cprice@usgs.gov	(605) 394-3242

(e) Agency-Wide Enterprise License – Bureau Central Support license shall consist of the following:

(1) The BCS has the right to duplicate software, software media (exclusive of hard copy documentation) and on-line documentation as necessary to support the sites that reside under the BCS. Digital data sets included with the software may be used and reproduced only to the extent permitted in the metadata. For the software that is listed herein that contains caps, the act of duplication of media and documentation, in itself, does not grant

the BCS an additional license. The BCS is responsible for generating and/or distributing license files for all software under this Agreement that employs a license manager as referenced in Section 13 of this Agreement.

(2) Access to Esri through telephone user assistance, for all Esri software products listed herein, shall be provided through each BCS.

(3) Starting on February 1, 2014, the BCSs shall have the right to an unlimited number of users supported by each BCS. Each active BCS shall be entitled to (b) (4) named Technical Support Callers and (b) (4) alternates. See Section 6, Table A, Item 1a for authorized caller terms from October 1, 2013 through January 31, 2014 for the 4-month Technical Support.

(4) Esri Customer service shall provide each Bureau access to Esri's Customer Care Portal (CCP).

(5) Federally recognized tribal entities are included under the BIA as part of this Agreement.

(f) Reference Documentation:

(1) On-line documentation shall parallel the content and organization of the user documentation and include the revision date with each on-line documentation file.

(2) Corrections and updates to user documentation shall be provided for each set of documentation obtained by the BCS.

(3) The BCS may reproduce on-line documentation as necessary to support the sites that reside under the BCS, but may not reproduce the hard-copy documentation. Corrections or enhancements to documentation identified by the DOI shall be incorporated into the user documentation by the DOI and redistributed to the user community under the BCS.

6. Pricing:

Agency-Wide Enterprise License – Central Pricing and Volume Discounts

The price for establishing and maintaining a BCS structure is included herein. The BCS structure is considered consolidated maintenance through one recognized Agency and is the basis for the discounted pricing of items off of Esri's GSA FSS Contract and the SmartBUY Addendum and applies to the Agency-Wide Enterprise License as indicated herein.

In consideration for the grant of the agency-wide site license and other valuable consideration, effective October 1, 2013, through January 31, 2019, Esri shall invoice the annual fees, as described in Table A below, for each period of performance, when exercised. Invoicing shall be made in accordance with the schedule set forth below for

the Base Year and each Option Year that is exercised. Funds for Item 1a, the Base Year, will be obligated via BPA call immediately after the BPA is fully executed. Funds for Items 1b through 5, will be obligated via BPA calls in their respective Option Year, if exercised. The prices and discounts associated with the DOI are as follows:

Table A - DOI Department-Wide Site Licenses for Software and Maintenance Payment ^{(1),(2),(3), (4), (5), (6)}

Item No.	Dept.	Software License Description	Price	Invoice Due Date
1a	DOI	(b) (4)		
1b	DOI			
2	DOI			
3	DOI			

Item No.	Dept.	Software License Description	Price	Invoice Due Date
		(b) (4)		
4	DOI			
5	DOI			
Total			\$34,067,623.00	

Footnotes:

- 1) The BCS structure as described in Section 5 of this Agreement applies to all software as stated in the payment table above.
- 2) Invoicing dates shall be based on the dates indicated in the above Table A for Item Numbers 1 through 5 for the Base Year and for each Option Year that is exercised.
- 3) All the DOI bureaus and offices listed herein will be entitled to (b) (4) BCS license each and will participate as a BCS for the Base Year and each Option Year that is exercised stated in Section 5(b) under the terms of this Agreement.
- 4) 90 days prior to the conclusion of this Agreement, each BCS will provide Esri with a report that indicates the estimated number of Esri software users.
- 5) The DOI is not entitled to credit for any previous purchases for Esri software and/or maintenance.
- 6) Esri will invoice the DOI on the dates as indicated above in Table A.

Optional BPA Description – Starting February 1, 2014, for all software that is not affiliated with the BCS, Optional pricing will apply. The following Optional GSA

Schedule Items can be ordered under this BPA at the discount specified. All orders placed against this BPA are subject to the terms and conditions of the Esri GSA Schedule, SmartBUY Addendum:

Exhibit A – DOI Optional Schedule for SmartBUY Enterprise Agencies ^{(1), (2), (3), (4), (5), (6), (7)}

Agency	Software License Description	SIN Number	Discount
DOI	Optional	SIN 132-32 Term Software License, Category A or B	(b) (4)
DOI	Optional	SIN 132-33 Perpetual Software License, Category A or B	
DOI	Optional	SIN 132-34 Maintenance of Software, Category A or B	
DOI	Optional	SIN 132-50 Training	

Footnotes

- (1) These tables include data that shall not be disclosed outside the Agency and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, an Agreement is awarded to this offeror or quoter as a result of—or in connection with—the submission of this data, the Agency shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting Agreement. This restriction does not limit the Agency right to use information contained in this data if it is obtained from another source without restriction) or as required by statute or regulation.
- (2) All Maintenance payments must be received annually, when exercising an option year, in order to receive the discount listed above.
- (3) All other GSA terms and conditions apply.
- (4) All Optional orders for software and Maintenance will be consolidated and routed through the BCS POC. The BCS POC will forward all such orders to the Esri POC that is listed herein. The BCS POC shall also be responsible for tracking annual Maintenance due for any Optional purchases. The BCS will provide direct technical support to the end user. All Optional software must remain current with Maintenance fees in order to receive technical support from the BCS. All updates and upgrades will be shipped directly to the end user when Maintenance fees are current.
- (5) All software that is purchased and not included under the Agency’s Enterprise Agreement may be maintained through the Optional Schedule.
- (6) The Optional Schedule will remain in effect only if the Agency remains current with the enterprise payment fees as identified in the Enterprise BPA with Esri.
- (7) The training discount listed above is not associated with the negotiated SmartBUY discounts and is considered confidential.

7. Terms – The terms and conditions included in this BPA apply to all purchase made pursuant to it. In the event of an inconsistency between the provisions of the BPA and Esri’s invoice, the provisions of this BPA will take precedence.

(a) Agency-Wide Enterprise License: This Agency-Wide Enterprise License through this BPA is non-transferable to any other U.S. Government Agency or third party outside of this Agreement, and no individual licenses granted for specific products may be transferred or assigned to any other U.S. Government Agency or third party outside of this Agreement.

The licenses granted under this BPA may be used only for internal use of the DOI agencies by their employees, their contractors, and non-Federal cooperators who agree to be bound by the license terms set forth in the Schedule. Federal cooperators cannot use this BPA.

During the term of this Agreement only the software that is listed in Table A of this Agreement is considered enterprise software and will be supported and maintained through this Agreement unless otherwise stated herein.

(b) Information Technology Security Requirements: See Attachment A for Information Technology Security Requirements Summary.

(c) Quantity Discounts: Quantity discounts must be negotiated for large quantity orders on a case-by-case basis only. The DOI reserves the right to negotiate more favorable pricing for specific orders, because of order size or other factors, if the DOI deems it desirable to do so. All other SINs are offered at the GSA FSS price without discount.

(d) No Publication: Except to the extent required by law or regulation, the DOI shall use its REASONABLE BEST EFFORT, as noted below, not to disclose the pricing, or terms and conditions of this BPA to any other Government agency, department, or third party. The DOI will notify Esri in the event it receives a request to disclose the pricing, or terms and conditions of this BPA under the Freedom of Information Act or otherwise in sufficient time to permit Esri to respond to such request. The DOI agrees that Esri may publicize the existence of this BPA and that the DOI has standardized on Esri GIS software.

The DOI will not publish in hard copy or electronically prices for Esri software products or services without Esri’s written consent. This restriction specifically applies to the World Wide Web (Internet). This restriction does not apply to the extent such publication is required by law or regulation or court order provided Esri is advised of such intended publication sufficiently in advance. Esri considers pricing set forth herein to be proprietary and confidential. Specifically, Esri considers the Agency-Enterprise License fee as well as all discount rates included herein to be proprietary and trade secret information of Esri and as such, is restricted to the DOI employees having a need to know. Such discount shall only be applicable to purchases made by DOI pursuant to the BPA referenced herein. Esri gives the DOI permission to publish the pricing information

on the DOI Intranet, provided the DOI uses the same degree of care to protect this information as it uses to protect its own confidential information of similar kind. Since certain information regarding the BPA may be available on the DOI Intranet web site, which may be accessed by the DOI authorized third parties, Esri requires that the following legend be placed on any DOI internal web pages, as well as any internal electronic order form or transmittal form used by the DOI, and available to third parties via the DOI Intranet:

PRICING INFORMATION, INCLUDING APPLICABLE DISCOUNT RATES CONTAINED IN THE ESRI-DOI BPA IS CONSIDERED CONFIDENTIAL AND PROPRIETARY INFORMATION. EXCEPT FOR AUTHORIZED DOI ACQUISITIONS, RECIPIENT SHALL NOT COPY, DISCLOSE TO ANY THIRD PARTY, OR USE ANY PRICING INFORMATION FOR ANY OTHER PURPOSE OR PROGRAM.

(e) Authorized Cooperator Access: Access to or use of Software, Data, Web Services, and Documentation by cooperators not exclusively for the benefit of DOI is prohibited. The DOI is considered the licensee per the terms of this Agreement and shall provide the guidance to any authorized cooperator to ensure they are working within the confines of the United States and will only access and use the software, data, documentation, or subscription services, solely on projects, support, or services commissioned or authorized by the DOI that directly support the DOI mission and shall destroy or return all copies of the software, data, or documentation, or passwords to access subscription services, to the DOI upon completion of its project, support, or services for the DOI that requires access to the software. All support and maintenance shall be provided through the DOI. The DOI shall provide any authorized cooperator with Esri/DOI developed guidance to ensure compliance with the terms and conditions of this Agreement. The DOI shall promptly report to Esri any unauthorized use of Esri software that comes to its attention in any manner whatsoever. Access to the licensed Software, Data, Web Services, and Documentation or subscriptions or services provided under this Agreement is limited to the DOI cooperators, except with the prior written approval of Esri.

For purposes of this Agreement a Cooperator means a state, local, or regional government unit (does not apply to a Federal government agency), or tribal government that has a nontransferable, limited right to use certain Esri software contained in Category A of Esri's GSA Schedule (exclusive of any digital data provided with the software) within the United States for a limited term pursuant to a written partnership agreement for the sole purpose of providing geospatial data directly to DOI in support of a DOI specific project so that such data can be incorporated in DOI-held databases and accessed through DOI Web portals. The Cooperator shall use the Esri software for DOI specific projects only and shall comply with the terms and conditions of this Agreement. The DOI will issue keycodes to cooperators that timeout at the conclusion of the project. Upon completion of the DOI project the cooperator must return the software to the DOI or certify to the DOI that they have deinstalled and destroyed the software.

(f) Authorized Contractor: The DOI is considered the licensee per the terms of this Agreement. Authorized contractors shall only access and use the software, data, documentation, or subscription services, solely on behalf of projects for the DOI. Authorized contractors shall destroy or return all copies of the software, data, or documentation, or passwords to access subscription services pursuant to Esri's license agreement, to the DOI upon completion of its project, support, or services for the DOI that requires access to the software or when requested by the DOI Contracting Officer. All support and maintenance shall be provided through the DOI. The DOI shall provide any authorized contractors with Esri/DOI developed guidance to ensure compliance with the terms and conditions of this Agreement. The DOI shall promptly report to Esri any unauthorized use of Esri software that comes to its attention in any manner whatsoever. No other third party may access the licensed software, data, and documentation, subscriptions or services provided under this Agreement except with the prior written approval of Esri. All software deployed under this Agreement shall remain licensed to the DOI. Authorized Contractors may only use the enterprise software installed on DOI authorized computers.

8. Inclusion of Additional User Communities into this Agreement: Esri recognizes that the DOI may want to extend this ELA to additional Federal government or Federal user communities that are associated with the DOI mission. These additional user communities may include components that are not currently included in or eligible for an Esri ELA. New components will be qualified for and added to this Agreement according to the following process.

- (a) DOI and Esri will validate that an additional user community supports the DOI mission.
- (b) Pricing for the additional user community will be based on an assessment of legacy software and projections of future software requirements.
- (c) The new additional user community will set up a Memorandum of Understanding (MOU) with the DOI that outlines specific terms as well as the annual payment structure for inclusion into the DOI ELA.
- (d) Esri will adjust the DOI ELA payment table to include additional user community annual payments.
- (e) The additional user community will provide Esri with a letter of acknowledgment agreeing to be bound by the additional ELA terms that outline the scope/definition, price schedule, ACS structure, UC passes, and any other additional user community specific terms.
- (f) The additional user community will be incorporated into the existing ELA by a mutually agreed to and signed amendment between Esri and the DOI. Once the amendment is signed by both parties the DOI will submit a PO to Esri and the DOI will be invoiced Net 30.

(g) The DOI ELA payments must be current in order to add additional user communities to the existing DOI ELA.

(h) The DOI will not be liable for licensing compliance of the additional user community. The additional user community will be responsible for the software monitoring and will work directly with Esri on any software licensing issues or reporting.

9. Order Placement Information: Calls/orders will be placed against this BPA via Government charge card or calls/orders when the dollar value exceeds the Government charge card limitation. For Category A products/services, the DOI will place a single call/order for the DOI. For Category B products/services, the offices and bureaus of the DOI may place orders/calls via Government charge card unless the order amount exceeds the micro-purchase threshold. For calls/orders exceeding the micro-purchase threshold, the DOI will make calls/orders against the BPA for the DOI's offices and bureaus. Unless agreed to, all products and services under this BPA must be accompanied by a delivery order or sales slip that contains at least the following information:

- (a) Name of Contractor;
- (b) GSA Contract Number;
- (c) BPA Number;
- (d) Delivery Order Number;
- (e) Date of Purchase (defined as date of invoice);
- (f) Name, address, and telephone number of purchaser and/or contact person;
- (g) Part Number and description;
- (h) Quantity, unit price, and extension of each item;
- (i) Accounting information;
- (j) Date of shipment;
- (k) Esri Customer number.

The DOI and all DOI sites shall process orders directly through Esri Redlands for all BCS and Optional (non-BCS) purchases.

10. Shipping: All delivery terms set forth in the Esri GSA Federal Supply Schedule and SmartBUY Addendum will apply.

11. Warranty: All software products purchased under this Agreement are subject to the terms and limitations set forth in Esri's GSA Federal Supply Schedule and SmartBUY Addendum. Warranty period shall begin the first month after the product is purchased.

12. ESRI User-Conference and Developer Summit Passes: The DOI shall be entitled to (b) (4) passes each to the Esri International User-Conference and (b) (4) passes each to the Esri Developer Summit on an annual basis. The DOI POC will distribute the passes to all participating BCSs that reside under this Agreement.

13. Statistics and Tracking: Esri will maintain a record of all orders received through the DOI BPA. All orders pertaining to this BPA will be processed through the Esri Redlands

Office as stated herein. The DOI will be responsible for referencing the BPA number on all Delivery Orders released such that a record can be maintained and the proper BPA pricing and the Esri GSA terms can be honored. Monthly Reports will be generated for the DOI on the activities under this BPA. Monthly reports shall be organized by each DOI Bureau and Office. The report shall be submitted on or before the tenth of each month following the first complete calendar month of the BPA. The format of this report will be created by Esri and the entire report will be transmitted monthly by email to Mark_Negri@ios.doi.gov and each designated BCS POC.

At a minimum, the reports shall contain the following information:

- (a) A list of Delivery Order numbers or, if bank card purchase, unique identification number assigned by Contractor;
- (b) DOI/Esri BPA number;
- (c) Ordering Agency (DOI, BOR, NPS, etc.);
- (d) Esri Customer Number;
- (e) Type of order (charge card, Delivery Order);
- (f) Summary description of what was purchased;
- (g) Total order price;
- (h) Date of order; and
- (i) End-user name

At each anniversary date of this Agreement and ninety (90) days prior to the expiration date of this Agreement, the DOI shall provide a written report, as set forth in Attachment B, "Report of User Estimates."

Esri will provide each of the designated BCS POCs, who will be the license manager, an account number and a password for access to Esri's Web-based license file generation system located at a secure URL address. The POCs will keep the system account number and account password confidential to ensure there is no unauthorized use of the license file generation system. The Administrator will also be given complete written instructions on proper use of the license file generator. Esri will provide nominal assistance to train the designated administrator. The system will also allow each BCS to view all licenses currently active on designated computers throughout the DOI.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM				REGISTRATION NUMBER	PAGE OF
OFFEROR TO COMPLETE BLOCKS 12, 13, 23, 24, & 30					1 20
7. CONTRACT NO. D12PA00031		3. AWARD EFFECTIVE DATE 10/01/2013		4. ORDER NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		8. NAME Philip Lee		9. TELEPHONE NUMBER (no collect calls)	
2. ISSUED BY Interior Business Center, AQD Division 1 /Branch 2 381 Elden St. Suite 4000 Herndon VA 20170		10. THIS ACQUISITION IS <input type="checkbox"/> UNREGISTERED OR <input checked="" type="checkbox"/> SET ASIDE 100.00% FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> WISCONSIN SMALL BUSINESS <input checked="" type="checkbox"/> SCALE SOURCE <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(a)		11. THIS CONTRACT IS A <input type="checkbox"/> RATED ORDER UNDER BPAS (IF APPLICABLE)	
11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK 13 IS MARKED <input type="checkbox"/> USE SCHEDULE		12. DISCOUNT TERMS PP30		13. RATING	
15. DELIVER TO As Indicated On Each Call		16. ADMINISTERED BY DDI, Interior Business Center, AQD Division 1/Branch 2 381 Elden St Suite 4000 Herndon VA 20170		14. METHOD OF SOLICITATION <input type="checkbox"/> INFO <input type="checkbox"/> SEA <input type="checkbox"/> RFP	
19a. CONTRACTOR/OFFEROR ENVIRONMENTAL SYSTEMS RESEARCH INST TUTE INC Attn: ATTN GOVERNMENT POC 380 NEW YORK ST REDLANDS CA 92373-8118		19b. PAYMENT WILL BE MADE BY As Indicated On Each Call		17. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	
TELEPHONE NO: 000-000-0000		18. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 15b UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> USE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	
		GSA Contract #: GS-35F-5086R Esri Geographic Information Systems Software Licensing Program Support. The schedule of requested support under this BPA is incorporated in the continuation pages. Period of Performance: 10/01/2013 to 09/30/2018 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		22. UNIT	
				23. UNIT PRICE	
				24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call				26. TOTAL AWARD AMOUNT (For Govt. Use Only) 50.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE - CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN				<input type="checkbox"/> 29. AWARD OF CONTRACT REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.	
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER 	
30b. NAME AND TITLE OF SIGNER William C. Fleming Managing Business Attorney				31b. NAME OF CONTRACTING OFFICER (Type or print) Chiharu Bullock	
30c. DATE SIGNED SEP 20 2013				31c. DATE SIGNED 9-20-2013	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 PARTIAL FINAL

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 41b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER _____ 41c. DATE _____ 42a. RECEIVED BY (*Print*) _____
 42b. RECEIVED AT (*Location*) _____
 42c. DATE REC'D (*YY/MM/DD*) _____ 42d. TOTAL CONTAINERS _____

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THE STATEMENT OF WORK IS HEREBY ATTACHED AND INCORPORATED BY REFERENCE.

The Offeror's Quote, dated September 19, 2013 is hereby accepted.

BPA TERMS AND CONDITIONS:

Under this BPA, the Contractor shall perform the requirement specified in the Statement of Work. Delivery of Environmental Systems Research Institute (Esri) Geographic Information Systems (GIS) Software Licensing Program Support from the Schedule of Prices may be ordered through individual calls/orders issued against this BPA. All calls/orders placed against this BPA are subject to the terms and conditions of this BPA and the Contractor's GSA Schedule contract (GS-35F-5086H) and SmartBUY Addendum (SmartBUY Addendum No. 2003-4204). License terms and conditions applicable to products acquired under this BPA are defined in the Contractor's License Agreement. The Order of Precedence for resolving any inconsistency between the License Agreement and the GSA contract terms shall be as specified in the GSA contract's Commercial Item clause, FAR 52.212-4, and the provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the License Agreement. FAR 52.212-4 shall govern any conflict in any terms and conditions found in the BPA and incorporated documents.

- a. Delivery and Schedule will be identified on each BPA call/order. The Government estimates, but does not guarantee, that the volume of purchases through this agreement. The Government is obligated only to the extent of authorized purchases actually made under this BPA.
- b. This BPA does not obligate any funds. Funds will be obligated by the individual calls/orders placed against the agreement.
- c. The period of performance shall be a Base Year of twelve (12) months from October 1, 2013 through September 30, 2014 with four (4) one-year Option Years. This BPA will be reviewed annually to ensure that it still represents a "best value" to the Government.
- d. The products offered under this BPA shall be available to the Department of the Interior's bureaus and offices.
- e. All products and support ordered under this BPA shall be available under GSA Schedule 70, SIN 132 33.
- f. Price changes require the approval of the BPA Contracting Officer through a modification to the BPA. However, special promotions and discounts may be offered and do not need a formal modification to the BPA.

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- g. Audits. Notwithstanding any audit provisions in the license agreement, the Government may perform internal audits to ascertain and verify numbers of licenses in use in order to meet any audit requirement as requested by Esri under this Agreement.
- h. Disclosure of Information: Except to the extent required by law or regulation, the DOI and its Bureaus and Offices shall use its Reasonable Best Effort not to disclose the pricing, or terms and conditions of this BPA to any other Government Agency, department or third party. The DOI will notify the Contractor in the event it receives a request to disclose the pricing, or terms and conditions of this BPA under the Freedom of Information Act or otherwise in sufficient time to permit the contractor to respond to such request.
- i. BPA Sales: The Contractor will make a best effort to direct all DOI sales through the DOI BPA and will make a best effort to inform the appropriate Sales Support staff of this purchasing vehicle.

POINTS OF CONTACT:

Principal Points of Contact for this BPA are identified as follows:

<p>DOI Administrative Contracting Officer</p> <p>Department of the Interior Interior Business Center Acquisition Services Directorate Chiharu Bullock 381 Elden Street, Suite 4000 Herndon, VA 20170 Voice: 703-964-3629 Chiharu_Bullock@ibc.doi.gov</p>
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<p>DOI Contracting Officer's Representative</p> <p>Department of the Interior Office of the Chief Information Officer Mark Negri 12201 Sunrise Valley Drive, MS-807 Reston, VA 20192 Voice: 703-648-5613 Mark_Negri@ios.doi.gov</p>
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ORDERING:

- a. Ordering via this BPA is centralized: Per the Statement of Work (SOW), the DOI Administrative Contracting Officer is responsible for issuing BPA calls/orders for the Enterprise License Agreement (ELA) portion of the BPA. BPA calls/orders against this BPA shall be in

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accordance with the Statement of Work (SOW) and the terms and conditions stipulated in this Agreement.

- b. The Contracting Officer issuing this Agreement or an assigned alternate shall be responsible for any modification to this BPA.
- c. Contracting Officers who sign each call/order issued under this BPA will be responsible for resolving any and all issues related to their respective BPA calls/orders with the Contractor.
- d. Order Placement Information:
 - 1. For Category A products/services, AQD will place a single call/order for the DOI.
 - 2. For Category B products/services, the offices and bureaus of the DOI may place orders/calls via Government charge card unless the order amount exceeds the micro-purchase threshold.
 - 3. For calls/orders exceeding the micro-purchase threshold, AQD will make calls/orders against the BPA for the DOI's offices and bureaus.
 - 4. Unless agreed to, all products and services under this BPA must be accompanied by a delivery order or sales slip that contains at least the following information:
 - A. Name of Contractor;
 - B. GSA Contract Number;
 - C. BPA Number;
 - D. Delivery Order Number;
 - E. Date of Purchase (defined as date of invoice);
 - F. Name, address, and telephone number of purchaser and/or contact person;
 - G. Part Number and description;
 - H. Quantity, unit price, and extension of each item;
 - I. Accounting information;
 - J. Date of shipment;
 - K. Esri Customer number.
 - 5. The DOI and all DOI sites shall process orders directly through Esri Redlands for all BCS and Optional (non-BCS) purchases.
 - 6. Shipping: All delivery terms set forth in the Esri GSA Federal Supply Schedule and SmartBUY Addendum will apply.
 - 7. Warranty: All software products purchased under this Agreement are subject to the terms and limitations set forth in Esri's GSA Federal Supply Schedule and

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- SmartBUY Addendum. Warranty period shall begin the first month after the product is purchased.
8. ESRI User-Conference and Developer Summit Passes: The DOI shall be entitled to (b) (4) passes each to the Esri International User-Conference and (b) (4) passes each to the Esri Developer Summit on an annual basis. The DOI POC will distribute the passes to all participating BCSs that reside under this Agreement.
 9. Statistics and Tracking: Esri will maintain a record of all orders received through the DOI BPA. All orders pertaining to this BPA will be processed through the Esri Redlands Office as stated herein. The DOI will be responsible for referencing the BPA number on all Delivery Orders released such that a record can be maintained and the proper BPA pricing and the Esri GSA terms can be honored. Monthly Reports will be generated for the DOI on the activities under this BPA. Monthly reports shall be organized by each DOI Bureau and Office. The report shall be submitted on or before the tenth of each month following the first complete calendar month of the BPA. The format of this report will be created by Esri and the entire report will be transmitted monthly by email to Mark_Negri@ios.doi.gov and each designated BCS POC.
 10. At a minimum, the reports shall contain the following information:
 - A. A list of Delivery Order numbers or, if bank card purchase, unique identification number assigned by Contractor;
 - B. DOI/Esri BPA number;
 - C. Ordering Agency (DOI, BOR, NPS, etc.);
 - D. Esri Customer Number;
 - E. Type of order (charge card, Delivery Order);
 - F. Summary description of what was purchased;
 - G. Total order price;
 - H. Date of order; and
 - I. End-user name
 11. At each anniversary date of this Agreement and 90 days prior to the expiration date of this Agreement, the DOI shall provide a written report, entitled "Report of User Estimates."
 12. Esri will provide each of the designated BCS POCs, who will be the license manager, an account number and a password for access to Esri's Web-based license file generation system located at a secure URL address. The POCs will keep the system account number and account password confidential to ensure there is no unauthorized use of the license file generation system. The Administrator will also be given complete written instructions on proper use of the license file generator. Esri will provide nominal assistance to train the designated administrator. The system will

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also allow each BCS to view all licenses currently active on designated computers throughout the DOI.

CLAUSES:

FAR Clauses Incorporated by Full Text

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Sept 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

The following are selections of clauses applicable to the resultant award and are in addition to all other clauses that flow down from the GSA Schedule contract:

- _X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).**
- _X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).**
- _X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).**
- _X_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).**
- ___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L.**

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111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

X (26) 52.222-3, **Convict Labor (June 2003) (E.O. 11755).**

X (27) 52.222-19, **Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).**

X (28) 52.222-21, **Prohibition of Segregated Facilities (Feb 1999).**

X (29) 52.222-26, **Equal Opportunity (Mar 2007) (E.O. 11246).**

X (30) 52.222-35, **Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).**

X (31) 52.222-36, **Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).**

X (32) 52.222-37, **Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).**

X (33) 52.222-40, **Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).**

X (38) 52.223-18, **Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).**

X (42) 52.225-13, **Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).**

X (47) 52.232-33, **Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).**

X (49) 52.232-36, **Payment by Third Party (Feb 2010) (31 U.S.C. 3332).**

X (50) 52.239-1, **Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).**

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-41, **Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).**

___ (2) 52.222-42, **Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).**

___ (3) 52.222-43, **Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).**

___ (4) 52.222-44, **Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).**

___ (5) 52.222-51, **Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).**

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___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O.13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

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exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.217-8 Option to Extend Services (Nov 1999) (DEVIATION)

The Government may require continued performance of any support including product delivery and related services within the terms and conditions specified in the Blanket Purchase

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Agreement. These terms and conditions may be adjusted only pursuant to the terms of the Blanket Purchase Agreement or by agreement between the parties, unless otherwise required by law. The option provision may be exercised more than once but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor **within 7 days prior to contract expiration.**

(End of clause)

FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor **prior to contract expiration**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **7 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years 6 months.**

(End of clause)

FAR 52.252-6 Authorized Deviations in Clauses (Apr 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any 48 CFR 1452 clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html>

<http://farsite.hill.af.mil/>

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FAR 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

FAR 52.212-4 Contract Terms and Conditions—Commercial Items (Jul 2013)

FAR 52.213-1 Fast Payment Procedure (May 2006)

FAR 52.227-14 Rights in Data—General (Dec 2007)

Notwithstanding the above, FAR 52.227-14 shall not apply to commercial items licensed under the ELA. FAR 52.227-14 shall apply when software is the end product of an order.

FAR 52.232-1 Payments (Apr 1984)

FAR 52.232-18 Availability of Funds (Apr 1984)

FAR 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

FAR 52.232-23 Assignment of Claims (Jan 1986)

FAR 52.233-1 Disputes (Jul 2002) Alternate I (Dec 1991)

FAR 52.233-3 Protest after Award (Aug 1996)

(End of clause)

DIAR Clauses Incorporated by Full Text

DIAR 1452.201-70 Authorities and delegations (Sep 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

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(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

DIAR 1452.203-70 Restrictions on Endorsements (Jul 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor

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may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

DIAR 1452.204-70 Release of Claims (Jul 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

DIAR 1452.224-1 Privacy Act Notification (Jul 1996) (Deviation)

Applicable Department of the Interior regulations concerning the Privacy Act are set forth in 43 CFR 2, subpart D. The CFR is available for public inspection at the Departmental Library, Main Interior Bldg., 1849 C St. NW, Washington DC, at each of the regional offices of bureaus of the Department and at many public libraries.

(End of clause)

DIAR 1452.233-2 Service of Protest (Jul 1996) (Deviation)

A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

(End of clause)

DIAR 1452.237-70 Information Collection (Jul 1996)

If performance of this contract requires the contractor to collect information on identical items from ten or more public respondents, no action shall be taken or funds expended in the solicitation or collection of such information until the contractor has received from the Contracting Officer written notification that approval has been obtained from the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act of 1980. The

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Contractor agrees to provide all information requested by the Contracting Officer which is necessary to obtain approval from OMB.

(End of clause)

1. AQD CUSTOM CLAUSES:

The resultant BPA will include the following AQD custom clauses:

Custom Clause #1 - Electronic Invoicing Requirements

SUBMISSION OF INVOICES

Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

- Detailed backup documentation for all invoiced line items

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR/SAMS) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

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INVOICE CONTENTS:

Invoices will be paid upon approval and acceptance by the Government COR. Invoices must include, as a minimum, the following information:

1. CLIN/Item number of deliverable
 2. Description of deliverable
 3. Price of deliverable
 4. Quantity of deliverable
 5. Date deliverable was provided to the Government for inspection
 6. Serial number/part number if applicable
- Additional supporting documentation MAY BE REQUESTED at the discretion of the COR .

PAYMENT:

- a. Payments under this order will be due 30 calendar days after the date of actual receipt of proper invoice in the office designated to receive the original invoice or final acceptance of the goods or services, whichever is later.
- b. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the day payment is made.

(End of Custom Clause #1)

Custom Clause # 2 – Confidentiality and Disclosure of Information

Confidentiality: All information regarding the procedures developed under this contract will be regarded as sensitive information by the Contractor and not be disclosed to anyone outside the Contractor's organization without the written permission of the Contracting Officer. All contractor employees supporting the Government on this project will be required to sign a statement of non-disclosure applicable to this contract.

Release of Government Data: The contractor and/or contractor personnel shall not divulge or release any Government data or information developed or obtained in performance of this effort without written approval of the Contracting Officer (CO). The contractor shall not use, disclose, or

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reproduce proprietary Government data that may or may not carry a restrictive legend, other than as required in the performance of this effort.

Disclosure of Sensitive Information: Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

Limited Use of Data: Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

(End of Custom Clause #2)

Custom Clause # 3 - Organizational Conflict of Interest

The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor make will a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

Remedies - The Contracting Officer may terminate this contract action for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for cause or default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause in any subcontract of consultant agreement hereunder.

(End of Custom Clause #3)

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Custom Clause # 4 - Cooperation with Other On-Site Contractors – (if applicable)

- a) When the Government undertakes or awards other task orders or contracts for additional work at the facilities, the Contractor must: (1) fully cooperate with the other Contractors and Government employees, and (2) carefully fit its own work to such other additional contracted work as may be directed by the COR. The Contractor must not commit or permit any act that will interfere with the performance of work awarded to another Contractor or with the performance of other Government employees.
- b) In any case where, in the course of fulfilling the task order requirements, the Contractor disturbs any work guaranteed under another separate contract, the Contractor must restore such disturbed work to a condition satisfactory to the COR and guarantee such restored work to the same extent as it was guaranteed under the other contract.

(End of Custom Clause #4)

Custom Clause #5 - Post Award Evaluation of Contractor Performance

Interim and final evaluations of contractor performance will be prepared on this effort in accordance with FAR Subpart 42.1500. A final performance evaluation will be prepared, by the COR, at the time of completion of work. In addition to the final evaluation, interim evaluations may be prepared, by the COR, annually to coincide with the anniversary date of this effort.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty (30) calendar days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

Electronic Access to Contractor Performance Evaluations

System Used to input evaluation information: Contractor Performance Assessment Reporting System (CPARS) managed by Naval Sea Systems Command (NAVSEA).

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: <https://www.cpars.csd.disa.mil/>.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible

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for notifying the contracting official in the event the primary contact is unavailable to process the evaluation within the required thirty (30) calendar day time frame.

(End of Custom Clause #5)

Custom Clause #6 – Term and Renewal and Software Vesting

This agreement shall take effect October 1, 2013 and shall continue for a Base Year of 12 months through September 30, 2014, followed by 4 one-year option years, each a term beginning October 1st through September 30th, for each respective option year, as long as the underlying GSA FSS Contract and the SmartBUY Addendum terms held by Esri with respect to its products remain valid. Either party may cease participation under this Agreement, without cause and without liability, but only upon 60 days advanced written notice unless otherwise required by law. In the event the parties cease participation under this Agreement, all outstanding DOI orders placed before the date of the notice will be honored.

Through September 30, 2018, if the underlying Esri GSA FSS Contract and the SmartBUY Addendum expires, this BPA shall renew, as Option Years are exercised, once a new or renewed Esri GSA FSS Contract and SmartBUY Addendum is in place and is subject to payment of fees as stated herein. In the event that either Esri's GSA FSS Contract or SmartBUY Addendum is modified, all terms, conditions, and pricing included in that modification that do not conflict with the terms and conditions of this BPA, or lessen the rights of the DOI or responsibilities of Esri as stated herein, are automatically incorporated into this BPA.

Prior to the exercise of each option year, the DOI will make reasonable efforts to notify Esri within sixty days in advance, in writing, of the projected payment percentage allocation from all the participating Bureaus, Offices, and Agencies under this Agreement. In the event that a participating Bureau, Office, or Agency cannot continue to participate under this Agreement, prior to the scheduled payment, up to and including final payment of the Agency-wide Enterprise License fee, the Agency-wide Enterprise License for that Bureau, Office, or Agency shall be discontinued and adjusted in accordance with the applicable Bureau/Office/Agency percentage of the fee.

In the event that a Bureau/Office/Agency discontinues participation under this Agreement, said Bureau/Office/Agency will be allowed no additional software users or installations received under the Agency-Wide Enterprise License Agreement from the last paid option year. The DOI will make reasonable efforts to provide Esri ArcGIS desktop user estimates within sixty-days in advance to the exercise of an option year. In the event the DOI or its Bureau(s), Office(s), or Agency(ies) does not exercise an option year, the DOI will be frozen at those estimated user

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levels determined for the most recently paid for option year, including any software deployed during the most recently paid for option year.

(End of Blanket Purchase Agreement)