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SUBJECT: PIGGYBACK GSA DATAMARK MULTIPLE AWARD SCHEDULE CONTRACT #47QRAA21D008D

BID #: PSC-0442-23 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FIVE (5) YEARS FROM DATE OF EXECUTED CONTRACT

AGENCY: JACKSONVILLE SHERIFF'S OFFICE

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback GSA **DATAMARK MULTIPLE AWARD SCHEDULE CONTRACT #47QRAA21D008D** with Michael Baker International, Inc., for the Jacksonville Sheriff's Office.Period of service is for five (5) years from date of executed contract. Total not-to-exceed award expenditure is $814,375.00.

Recommend approval for the Office of General Counsel to execute the attached Datamark SaaS Agreement.

Funding Source: Funding for this award will be encumbered by account:
11407.551102.546620.010679.000000.00000000.00000.0000000 - to be executed by formal contract through Office of General Counsel and processed via Purchase Order Release(s).

Attachments: Agency Memo, Contract #47QRAA21D008D, Vendor Quote, Datamark Software Service Agreement, Certificate of Insurance

BUYER: _____ **RESPECTFULLY SUBMITTED** _____
OLIVE WALLACE-COHEN DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Larry Schmitt, Director of Police Services**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

PSC-0442-23

Jacksonville Sheriff's Office

T.K. WATERS, SHERIFF

Serve • Protect • Community

To: Dustin Freeman
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget WDC

From: Larry Schmitt
Director of Police Services

Subject: Piggyback Request GSA 47QRAA21D008D

Date: July 18, 2023

The Jacksonville Sheriff's Office is requesting a piggyback award under Sections 126.211 and 126.309 of the ordinance code to procure Datamark, a division of Michael Baker International, Inc. We request authorization to utilize the GSA 47QRAA21D008D, which was competitively procured and awarded to Michael Baker International, Inc. The contract is an active contract between the General Services Administration and the supplier. We are requesting the award between the Jacksonville Sheriff's Office and Michael Baker International, Inc., for a five (5) year period from date of executed contract. The total not to exceed expenditure amount for the period is $ 814,375.00, from account code 11407551102.546620.010679.00000000.00000.0000000. We are requesting that a POA be sat up for this request.

Attached is a copy of GSA Multiple Award Schedule Contract No. 47QRAA21D008D and the Datamark SaaS agreement. We are requesting authorization for the piggyback contract and the Datamark SaaS to be executed by the Office of General Council.

Attached of the Certificate of Liability Insurance and approval by Risk Management.

Please let me know if you require any additional information. Thank you for your assistance.

GSA Multiple Award Schedule
Contract No. 47QRAA21D008D

GENERAL SERVICES ADMINISTRATION

Authorized Federal Supply Service Schedule (FSS)

Pricelist for Michael Baker International, Inc.'s

GSA Multiple Award Schedule Contract

Federal Supply Group: Professional Services

Business Size: Large Business

Prices Shown Herein are Net (Discount deducted)

Price List Current as of Modification #PO-0001 effective July 27, 2021

Michael Baker International, Inc.
3601 Eisenhower Avenue, Suite 600
Alexandria, VA 22304-6426
Phone: (703) 960-8800
Fax: (703) 960-9125
Internet: www.mbakerintl.com

Contract Period: August 2, 2021 through August 1, 2026

For additional information:
Terry E. McAllister, CSCM
Federal Contracts Department
(703) 483-0029 or (918) 279-6381
tmcallister@mbakerintl.com

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

CUSTOMER INFORMATION

1. Section 1:

(a) Table of awarded Special Item Numbers (SINs)

Awarded Special Item Numbers (SINs)	
541330ENG	Engineering Services
541380	Testing Laboratories
541420	Engineering System Design and Integration Services
541715	Engineering Research and Development and Strategic Planning
541611	Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services
611430	Professional and Management Development Training
541620	Environmental Consulting Services
541370GIS	Geographic Information Systems (GIS) Services
562910REM	Environmental Remediation Services
54151S	Information Technology Professional Services
541690E	Energy Consulting Services
OLM	Order Level Materials

(b) identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. **Not applicable**

(c) If the contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility, and education for those typesof employees or sub-contractors who will perform services shall be provided. If hourly rates are not applicable, indicate "not applicable" for this item. **See Labor Categories**

2. Maximum Order: **$1,000,000 for all SINs *with the exceptions of:***

541380: Testing Laboratories = $250,000

OLM: Order Level Materials = $250,000

54151S: Information Technology Professional Services = $500,000

The contractor may honor orders exceeding the maximum in accordance with FAR Clause 52.216-19.

3. Minimum Order: **$100.00**

4. Geographic coverage: **Domestic and overseas**

5. Point(s) of production: **To be specified on individual delivery/task orders.**

6. Discount from list prices or statement of net price: **Prices shown are net.**

7. Quantity discounts: **Not Applicable**

8. Prompt payment terms: **Net 30 Days**

   Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign items: **Not Applicable**

10a. Time of delivery: **To be negotiated with the ordering agency on each task order.**

10b. Overnight and 2-day delivery: **Not Applicable**

10c. Expedited delivery: **Not Applicable**

10d. Urgent Requirements: **Not Applicable**

11. F.o.b. point: **Destination, location to be negotiated with the ordering agency on each task order.**

12a. Ordering address:

   Michael Baker International, Inc.
   3601 Eisenhower Avenue, Suite 600, Alexandria, VA 22304-6426

12b. Ordering procedures: **For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.**

13. Payment address:
   Michael Baker International, Inc.
   100 Airside Drive
   Moon Township, PA 15108
   Attn: Accounts Receivable

14. Warranty provision:

   CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties, and representationsare in addition to those agreed to for the entire schedule contract:
(1) Time of delivery/installation quotations for individual orders.
b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

15. Export packing charges: **Not Applicable**

16. Terms and conditions of rental, maintenance, and repair (if applicable): **Not Applicable**

17. Terms and conditions of installation (if applicable): **Not Applicable**

18. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): **Not Applicable**

18a. Terms and conditions for any other services (if applicable): **Not Applicable**

19. List of service and distribution points: **Not Applicable**

20. List of participating dealers: **Not Applicable**

21. Preventive maintenance: **Not Applicable**

22a. Environmental Attributes: **Not Applicable**

22b. Section 508 Compliance: **Not Applicable**

23. Data Universal Number System (DUNS) Number: **073022944**

24. System for Award Management (SAM): **Contractor is registered**

(08-25-2021)

Labor Categories/Descriptions/Fully Burdened Labor Rates:

LABOR CATEGORY	EDUCATION	EXPERIENCE	RESPONSIBILITIES
Program Manager / Principal XVI (PM/P XVI)	Bachelor's degree	20+ years of project-related experience including at least five years' experience managing multiple projects and staff of comparable scope to the effort proposed	Highest company line project management level. Serves as the company's primary operational contact on large-scale contracts to ensure that the client needs are met in a timely manner. Plans, manages, supervises, and may participate technically in all projects within the regional office. Typically supervises multiple senior program managers/principals and staff. Has authority for unsupervised technical and financial decision and action.
Program Manager / Principal XIV (PM/P XIV)	Bachelor's degree	15+ years of project-related experience including at least five years' experience managing multiple projects and staff of comparable scope to the effort proposed	Serves as the company's primary operational contact on large-scale contracts to ensure that the client needs are met in a timely manner. Plans, manages, supervises, and may participate technically in all projects within the regional office. Typically supervises multiple discipline/project manager and staff. Has authority for unsupervised technical and financial decision and action.
Discipline Manager / Project Manager XIII (DM/PM XIII)	Bachelor's degree	13+ years of project-related experience including at least five years' experience managing one or more projects and staff of comparable scope to the effort proposed	Plans, manages, supervises, directs, and may participate technically in one or more projects regarding scope, schedule, and budget. Typically supervises one or more discipline/project and/or technical managers and staff. Has authority for unsupervised technical and financial decision and action.
Discipline Manager / Project Manager XII (DM/PM XII)	Bachelor's degree	11+ years of project-related experience including at least three years' experience managing one or more projects and staff of comparable scope to the effort proposed	Plans, administers, directs, supervises, and usually participates technically in one or more projects to assure that the technical, administrative, employee-hours, and schedule targets are met to the satisfaction of the client within the framework of established corporate policy and in accordance with applicable professional standards, design control procedures, and corporate operating procedures. Typically supervises one or more technical managers and staff. Has limited authority for unsupervised technical and financial decision and action.
Discipline Manager / Project Manager XI (DM/PM XI)	Bachelor's degree	9+ years of project-related experience including at least two years' experience managing one or more projects and staff of comparable scope to the effort proposed	Plans, administers, directs, supervises, and usually participates technically in one or more projects to assure that the technical, administrative, employee-hours, and schedule targets are met to the satisfaction of the client within the framework of established corporate policy and in accordance with applicable professional standards, design control procedures, and corporate operating procedures. Typically supervises one or more technical managers and staff. Has limited authority for unsupervised technical and financial decision and action.

Management Consultant XII (MC XII)	Bachelor's degree	11 years of project-related experience including at least two years' experience in a technical specialty area or degree concentration	Plans, manages, supervises, and technically directs more complex or multiple projects involving defining executive project objectives, planning, project execution, recommendation development, and solution delivery planning and developing approaches and techniques including strategic planning, organizational analysis, business information planning, client problem-solving, enterprise information requirements analysis, risk analysis, business continuity, and change management to effect organizational change and improve organizational performance. Provides solution options, technical leadership, and training. Typically supervises multiple employees on a project basis. Has substantial latitude for unsupervised decision and action.
Management Consultant XI (MC XI)	Bachelor's degree	9 years of project-related experience including at least two years' experience in a technical specialty area or degree concentration	Plans, supervises, and technically directs most tasks for complex or multiple projects involving defining executive project objectives, planning, project execution, recommendation development, and solution delivery planning and developing approaches and techniques including strategic planning, organizational analysis, business information planning, client problem-solving, enterprise information requirements analysis, risk analysis, business continuity, and change management to effect organizational change and improve organizational performance. Provides solution options, technical leadership, and training. Typically supervises one or more employees on a project basis. Has substantial latitude for unsupervised decision and action.
Management Consultant VIII (MC VIII)	Bachelor's degree	5 years of project-related experience	Works independently on and may manage specific tasks under minimum supervision on projects involving defining project objectives, planning, project execution, recommendation development, and solution delivery planning and developing approaches and techniques including strategic planning, organizational analysis, business information planning, client problem-solving, enterprise information requirements analysis, risk analysis, business continuity, and change management to effect organizational change and improve organizational performance. May train other mid-level or Jr. personnel. Typically coordinates the work of Jr. personnel but may supervise staff on a task basis. Has some latitude for unsupervised decision and action.
Information Technology Professional XII (IT XII)	Bachelor's degree	7 years of information technology / computer experience	Plans, manages, supervises, and technically directs more complex or multiple projects involving IT facility operation and maintenance, IT systems development, IT systems analysis, automated information system design and integration, programming, IT backup and security, data conversion, CAD/CAM, IT network management, and other IT services. Provides technical guidance, leadership, and training. Typically supervises multiple employees. Has substantial latitude for unsupervised decision and action.

Information Technology Professional IX (IT IX)	Bachelor's degree	6 years of information technology / computer experience	Plans, manages, supervises, and technically directs most tasks under minimum supervision on complex projects involving IT facility operation and maintenance, IT systems development, IT systems analysis, automated information system design and integration, programming, IT backup and security, data conversion, CAD/CAM, IT network management, and other IT services. May train mid-level and Jr. personnel. Typically supervises one or more employees on a task basis. Has substantial latitude for unsupervised decision and action.
Information Technology Professional VII (IT VII)	Bachelor's degree	5 years of information technology / computer experience	Works independently on and may manage specific tasks under minimum supervision on projects involving IT facility operation and maintenance, IT systems development, IT systems analysis, automated information system design and integration, programming, IT backup and security, data conversion, CAD/CAM, IT network management, and other IT services. May train mid-level or Jr. personnel. May supervise one or more employees on a task basis. Has some latitude for unsupervised decision and action.
Information Technology Professional V (IT V)	Bachelor's degree	4 years of information technology / computer experience	Assists in planning and implementation of assigned tasks on projects involving IT facility operation and maintenance, IT systems development, IT systems analysis, automated information system design and integration, programming, IT backup and security, data conversion, CAD/CAM, IT network management, and other IT services. Performs assigned tasks that are varied and may be somewhat difficult in character but usually involve limited responsibility and coordinates with co-workers.
Information Technology Professional IV (IT IV)	High School Diploma or Equivalent AND Technical School Training	3 years of information technology / computer experience	Assists in planning and implementation of assigned tasks on projects involving IT facility operation and maintenance, IT systems development, IT systems analysis, automated information system design and integration, programming, IT backup and security, data conversion, CAD/CAM, IT network management, and other IT services. Performs assigned tasks that are varied and may be somewhat difficult in character but usually involve limited responsibility and coordinates with co-workers.
Information Technology Professional III (IT III)	High School Diploma or Equivalent AND Technical School Training	2 years of information technology / computer experience	Assists in implementation of assigned tasks on projects involving IT facility operation and maintenance, IT systems development, IT systems analysis, automated information system design and integration, programming, IT backup and security, data conversion, CAD/CAM, IT network management, and other IT services. Performs assigned tasks working under immediate supervision and using established procedures. Work is typically routine, and instructions are detailed. Has no supervisory responsibility.

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Information Technology Professional II (IT II)	High School Diploma or Equivalent AND Technical School Training	1 year of information technology / computer experience	Assists in implementation of assigned tasks on projects involving IT facility operation and maintenance, IT systems development, IT systems analysis, automated information system design and integration, programming, IT backup and security, data conversion, CAD/CAM, IT network management, and other IT services. Performs assigned tasks working under immediate supervision and using established procedures. Work is typically routine, and instructions are detailed. Has no supervisory responsibility.
Information Technology Professional I (IT I)	High School Diploma or Equivalent AND Technical School Training	0 years of information technology / computer experience	Assists in implementation of assigned tasks on projects involving IT facility operation and maintenance, IT systems development, IT systems analysis, automated information system design and integration, programming, IT backup and security, data conversion, CAD/CAM, IT network management, and other IT services. Performs assigned tasks working under immediate supervision and using established procedures. Work is typically routine, and instructions are detailed. Has no supervisory responsibility.
Engineer / Scientist XII (E/S XII)	Bachelor's degree	11 years of project-related experience including at least two years' experience in a technical specialty area or degree concentration	Plans, manages, supervises, and technically directs more complex or multiple projects involving design development, analysis, review, and specifications; analytic or scientific studies; conceptual, developmental, and planning functions; field surveys; construction documents; mathematical formulations and equations; and investigative research and reporting. Provides technical leadership and training. Typically supervises multiple employees. Has substantial latitude for unsupervised decision and action.
Engineer / Scientist XI (E/S XI)	Bachelor's degree	9 years of project-related experience including at least two years' experience in a technical specialty area or degree concentration	Plans, manages, supervises, and technically directs more complex or multiple projects involving design development, analysis, review, and specifications; analytic or scientific studies; conceptual, developmental, and planning functions; field surveys; construction documents; mathematical formulations and equations; and investigative research and reporting. Provides technical leadership and training. Typically supervises multiple employees. Has substantial latitude for unsupervised decision and action.
Engineer / Scientist X (E/S X)	Bachelor's degree	8 years of project-related experience including at least two years' experience in a technical specialty area or degree concentration	Plans, manages, supervises, and technically directs most tasks under minimum supervision on complex projects involving design development, analysis, review, and specifications; analytic or scientific studies; conceptual, developmental, and planning functions; field surveys; construction documents; mathematical formulations and equations; and investigative research and reporting. May train Jr. and mid-level personnel. Typically supervises multiple employees on a project basis. Has substantial latitude for unsupervised decision and action.

Engineer / Scientist IX (E/S IX)	Bachelor's degree	7 years of project-related experience including at least two years' experience in a specialty area or degree concentration	Plans, manages, supervises, and technically directs most tasks under minimum supervision on complex projects involving design development, analysis, review, and specifications; analytic or scientific studies; conceptual, developmental, and planning functions; field surveys; construction documents; mathematical formulations and equations; and investigative research and reporting. May train Jr. and mid-level personnel. Typically supervises multiple employees on a project basis and in some cases may have direct supervisory responsibility. Has substantial latitude for unsupervised decision and action.
Engineer / Scientist VIII (E/S VIII)	Bachelor's degree	6 years of project-related experience including at least one-year experience in a technical specialty area or degree concentration	Works independently on and may manage specific tasks under minimum supervision on projects involving design development, analysis, review, and specifications; analytic or scientific studies; conceptual, developmental, and planning functions; field surveys; construction documents; mathematical formulations and equations; and investigative research and reporting. May train other mid-level or Jr. personnel. Typically supervises multiple employees on a project basis and in some cases may have direct supervisory responsibility. Has some latitude for unsupervised decision and action.
Engineer / Scientist VII (E/S VII)	Bachelor's degree	5 years of project-related experience including at least one-year experience in a specialty area or degree concentration	Works independently on and may manage specific tasks under minimum supervision on projects involving design development, analysis, review, and specifications; analytic or scientific studies; conceptual, developmental, and planning functions; field surveys; construction documents; mathematical formulations and equations; and investigative research and reporting. May train other mid-level or Jr. personnel. Typically supervises multiple employees on a project basis and in some cases may have direct supervisory responsibility. Has some latitude for unsupervised decision and action.
Engineer / Scientist VI (E/S VI)	Bachelor's degree	4 years of project-related experience including at least one-year experience in a technical specialty area or degree concentration	Directs, plans, and implements technical tasks on projects involving design development, analysis, review, and specifications; analytic or scientific studies; conceptual, developmental, and planning functions; field surveys; construction documents; mathematical formulations and equations; and investigative research and reporting. Typically supervises multiple technicians. Has some latitude for unsupervised decision and action.
Engineer / Scientist V (E/S V)	Bachelor's degree	3 years of project-related experience including at least one-year experience in a technical specialty area or degree concentration	Assists in planning and implementation of assigned tasks on projects involving design development, analysis, review, and specifications; analytic or scientific studies; conceptual, developmental, and planning functions; field surveys; construction documents; mathematical formulations and equations; and investigative research and reporting. Performs assigned tasks that are varied and may be somewhat difficult in character but usually involve limited responsibility and coordinates with co-workers. May have project-oriented supervision of other employees.

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Engineer / Scientist IV (E/S IV)	Bachelor's degree	2 years of project-related experience including at least one-year experience in a specialty area or degree concentration	Assists in planning and implementation of assigned tasks on projects involving design development, analysis, review, and specifications; analytic or scientific studies; conceptual, developmental, and planning functions; field surveys; construction documents; mathematical formulations and equations; and investigative research and reporting. Performs assigned tasks that are varied and may be somewhat difficult in character but usually involve limited responsibility and coordinates with co-workers.
Engineer / Scientist III (E/S III)	Bachelor's degree	1 year of project-related experience	Assists in implementation of assigned tasks on projects involving design development, analysis, review, and specifications; analytic or scientific studies; conceptual, developmental, and planning functions; field surveys; construction documents; mathematical formulations and equations; and investigative research and reporting. Performs assigned tasks working under immediate supervision and using established procedures. Work is typically routine, and instructions are detailed. Has no supervisory responsibility.
Engineer / Scientist II (E/S II)	Bachelor's degree	0 years of project-related experience	Assists in implementation of assigned tasks on projects involving design development, analysis, review, and specifications; analytic or scientific studies; conceptual, developmental, and planning functions; field surveys; construction documents; mathematical formulations and equations; and investigative research and reporting. Performs assigned tasks working under immediate supervision and using established procedures. Work is typically routine, and instructions are detailed. Has no supervisory responsibility.
Administrative Support Personnel VIII (A VIII)	High School Diploma or Equivalent	9 years of experience	Manages assigned administrative support tasks. Plans and supervises most tasks under minimum supervision. May train mid-level and Jr. administrative personnel. Typically supervises administrative staff personnel and technicians. Has substantial latitude for unsupervised decision and action.
Administrative Support Personnel VII (A VII)	High School Diploma or Equivalent	8 years of experience	Manages assigned administrative support tasks. Plans and supervises most tasks under minimum supervision. May train mid-level and Jr. administrative personnel. Typically supervises administrative staff personnel and technicians. Has substantial latitude for unsupervised decision and action.
Administrative Support Personnel VI (A VI)	High School Diploma or Equivalent	7 years of experience	Performs assigned specialized administrative support tasks under minimum supervision. May train other specialized administrative personnel. May be assisted by or supervise Jr. specialized administrative personnel. Has limited latitude for unsupervised decision and action.

Administrative Support Personnel V (A V)	High School Diploma or Equivalent	6 years of experience	Supervises assigned administrative support tasks under minimum supervision. May train Jr. administrative personnel. May be assisted by or supervise more Jr. administrative personnel. Has limited latitude for unsupervised decision and action.
Administrative Support Personnel IV (A IV)	High School Diploma or Equivalent	5 years of experience	Performs assigned specialized administrative support tasks under minimum supervision. May train Jr. specialized administrative personnel. Has limited latitude for unsupervised decision and action.
Administrative Support Personnel II (A II)	High School Diploma or Equivalent	4 years of experience	Performs assigned specialized administrative technical support tasks under direct supervision. Work is typically routine, and instructions are detailed. Has no supervisory responsibility.
Administrative Support Personnel I (A I)	High School Diploma or Equivalent	3 years of experience	Performs assigned administrative support tasks under direct supervision. Work is typically routine, and instructions are detailed.
Technician XII (T XII)	High School Diploma or Equivalent AND Technical School Training	7 years of experience	Supervises, coordinates, and provides technical support for assigned tasks on projects. May train mid-level or Jr. personnel. May supervise multiple technicians. Has some latitude for unsupervised decision and action.
Technician IX (T IX)	High School Diploma or Equivalent AND Technical School Training	6 years of experience	Supervises, coordinates, and provides technical support for assigned tasks on projects. May train mid-level or Jr. personnel. May supervise multiple technicians. Has some latitude for unsupervised decision and action.
Technician VIII (T VIII)	High School Diploma or Equivalent	5 years of experience	Works independently on and provides technical support for varied tasks under minimum supervision. May train mid-level or Jr. personnel. Has no supervisory responsibility but may coordinate the work of Jr. personnel. Has some latitude for unsupervised decision and action.
Technician VII (T VII)	High School Diploma or Equivalent	4 years of experience	Works independently on and provides technical support for varied tasks under minimum supervision. May train mid-level or Jr. personnel. Has no supervisory responsibility but may coordinate the work of Jr. personnel. Has some latitude for unsupervised decision and action.

Technician V (T V)	High School Diploma or Equivalent	3 years of experience	Performs assigned tasks that are varied and may be somewhat difficult in character but usually involve limited responsibility on projects. Has no supervisory responsibility but coordinates work with other personnel.
Technician III (T III)	High School Diploma or Equivalent	2 years of experience	Performs assigned tasks working under immediate supervision and using established procedures on projects. Work is typically routine, and instructions are detailed. Has no supervisory responsibility.
Technician II (T II)	High School Diploma or Equivalent	0 years of experience	Performs assigned tasks working under immediate supervision and using established procedures on projects. Work is typically routine, and instructions are detailed. Has no supervisory responsibility.

Labor Category Equivalency Relationships

Four (4) years of directly related job experience (in addition to minimum experience requirements) may be substituted for a Bachelor's degree.

Two (2) years of directly related job experience (in addition to minimum experience requirements and Bachelor's degree) may be substituted for a Master's degree.

Two (2) years of directly related job experience (in addition to minimum experience requirements and Master's degree) may be substituted for a Ph.D.

For categories with a minimum requirement of a high school diploma, a Bachelor's degree may be substituted for four (4) years' experience.

For all categories, a Master's degree may be substituted for two (2) years' experience. For all categories, a doctoral degree may be substituted for three (3) years' experience.

Completion of technical school training may be substituted for an Associate's degree or two (2) years' experience.

Registration as a Professional Land Surveyor may be substituted for a Bachelor's degree.

Industrial Hygienist Certification may be substituted for two (2) years' experience.

Registration as a Professional Engineer or EIT may be substituted for one (1) year experience.

The following licenses and certificates may be substituted for (3) years' experience: registered Structural Engineer (SE), National Council of Architectural Registration Boards (NCARB) registered Architect, or individual certified with the American Institute of Certified Planners (AICP). For all categories, a doctoral degree may be substituted for three (3) years' experience.

The following licenses and certificates may be substituted for (2) years' experience: registered Professional Engineer (PE), Registered Architect (RA), Registered Landscape Architect (LA), National Council for Interior Design Qualification (NCIDQ), registered Professional Land Surveyor (PLS), Certified Industrial Hygienist (CIH).

The following licenses and certificates may be substituted for (1) years' experience: Project Management Professional (PMP), Certified Floodplain Manager (CFM), Leadership in Energy & Environmental Design (LEED), Certified Value Specialist (CVS), Registered Communications Distribution Designers (RCDD), FAA Remote Pilot Certificate, and other industry recognized professional certificate not otherwise listed.

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GSA Labor Category	Current GSA Labor Rates (Through 08-01-2022) * Rates apply to both contractor and Government sites.
Program Manager / Principal -XVI	$250.40
Program Manager / Principal -XIV	$205.12
Discipline/Project Manager XIII	$197.36
Discipline/Project Manager -XII / Management Consultant XII	$194.66
Discipline/Project Manager - XI	$137.28
Management Consultant XI	$140.17
Management Consultant VIII	$102.48
Engineer / Scientist-XII	$194.66
Engineer / Scientist-XI	$140.17
Engineer / Scientist-X	$126.10
Engineer / Scientist-IX	$112.70
Engineer / Scientist-VIII	$103.45
Engineer / Scientist-VII	$92.77
Engineer / Scientist-VI	$80.97
Engineer / Scientist-V	$77.60
Engineer / Scientist-IV	$69.20
Engineer / Scientist-III	$68.60
Engineer / Scientist-II	$58.19
Administrative Support-VIII	$100.37
Administrative Support-VII	$90.86
Administrative Support-VI	$79.30
Administrative Support-V	$73.63
Administrative Support-IV	$67.77
Administrative Support-II **	$63.17
Administrative Support-I **	$57.00
Technician XII **	$80.71
Technician IX **	$66.88
Technician VIII **	$58.67
Technician VII **	$52.26
Technician V **	$44.43
Technician III **	$41.54
Technician II **	$39.14
Information Technology Professional-XII	$198.75
Information Technology Professional-IX	$112.70
Information Technology Professional-VII	$92.77
Information Technology Professional-V	$81.07
Information Technology Professional-IV	$69.20
Information Technology Professional-III	$68.60
Information Technology Professional-II	$63.53
Information Technology Professional-I	$58.20

(08-25-2021)

Service Contract Labor Standards Matrix

SCA Eligible Contract Labor Category	SCA Equivalent Code - Title	SCA Wage ($)	WD Number
Administrative Support – I **	01311 - Secretary I	$18.40	2015-5420-Rev 15
Administrative Support – II **	01312 - Secretary II	$20.59	2015-5420-Rev 15
Technician-II **	30081 - Engineering Technician I	$18.44	2015-5420-Rev 15
Technician-III **	30081 - Engineering Technician I	$18.44	2015-5420-Rev 15
Technician-V **	30082 - Engineering Technician II	$20.69	2015-5420-Rev 15
Technician-VII **	30083 - Engineering Technician III	$23.15	2015-5420-Rev 15
Technician-VIII **	30084 - Engineering Technician IV	$28.69	2015-5420-Rev 15
Technician-IX **	30084 - Engineering Technician IV	$28.69	2015-5420-Rev 15
Technician-XII **	30085 - Engineering Technician V	$35.09	2015-5420-Rev 15

The Service Contract Labor Standards, formerly the Service Contract Act (SCA), apply to this contract and it includes SCLS applicable labor categories. Labor categories and fixed price services marked with a (**) in this pricelist are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCLS/SCA matrix. The prices awarded are in line with the geographic scope of the contract (i.e., nationwide).

Michael Baker
INTERNATIONAL

Engineering Agreement Checklist

** Fields populate from Proposal Checklist - overwrite if necessary*

FOR INTERNAL USE ONLY

Project Name	*Michael Baker Intl Inc. GSA Schedule*	*	Proposal or	*47QRAA21D008D*
Project Manager	*Terry E. McAllister, CSCM*	*	Project Number	*Modification PO-0001*
Customer Name	*General Services Administration*	*	Prepared by	*Terry E. McAllister, CSCM*
Ultimate Customer	*Various, according to orders issued*	*		

1. Contract Type (cost plus, fixed price, time & materials, etc.) *T&M AND FFP*
2. Check one: ____ Original Contract X Supplement
3. Contract Period: From (month/year) *7/27/2021* * To (month/year) *8/1/2026*
4. Scope of work conforms to negotiated price? Yes X No ____
   Contract value conforms to negotiated price? Yes X No ____
   If either is marked "no", provide explanation. Attach separate sheet if necessary.
5. Does the contract include any express warranties, guarantees, liquidated or consequential damages clauses? Yes ____ No X
   If "Yes" list contract section(s) where language appears
6. Agreement reviewed by:
   Legal? Yes X No ____ Reviewed by & date *2021*
   Business Mgr? Yes X No ____ Reviewed by & date *2021*
   If either is marked "no", provide explanation. Attach separate sheet if necessary.
7. Subconsultant Name(s): *None applicable*
8. Is this a Federal or GSA project? Yes X No ____
   If yes, is it compliant with Small Business requirements? Yes X No ____ (if no, explain below)
   No-cost adnisitrative modification assigning the Prime Contrtact Number. No "values"

9. Cost Breakdown		Original/Current Value	Supplemental Value	Total Contract
Overhead Rate	*			
Total Funding (CV)	*	$ -	$ -	$ -
Less Reimbursable Subs	*	$ -	$ -	$ -
Less Reimbursable ODCs	*	$ -	$ -	$ -
Equals Net Funding			0	
Less Direct Labor Costs (DL)	*	$ -	$ -	$ -
(Include escalation where applicable)				
Less Non-Reimbursable Subs	*	$ -	$ -	$ -
Less Non-Reimbursable ODCs	*	$ -	$ -	$ -
Equals Project Profit			$ -	
Project Profit %				
Less Overhead (no fee) ($)		$ -	$ -	$ -
Net Profit			$ -	
Factor:				
Escalation Rate	*			
Labor Hrs. (optional)	*			
Markup on Subs	*			
Markup on ODCs	*			
Ave. Rate (optional)		N/A		

PM Signature/Date

Office Principal/Department Manager

Authorized Representative (see below) *Terry E. McAllister, CSCM* 08-02-2021

As stated in the Engineering Approval Authority Policy dated January 7, 2008:

- *Department Mgr up to $2M*
- *Statewide/Pittsburgh Office Principal (Transportation) or Deputy Service Area Mgr (Federal) - up to $4M*
- *Service Area Mgr (Federal) or Regional Mgr (Transportation) - up to $6M*
- *Business Line Mgr (Federal & Transportation) - up to $10M*
- *CEO or CFO - projects in excess of $10M and all international projects*

Note: *Signatures denote agreement with items 1-9 and Project Profit*

Distribution (provide actual names) *cc: Regional Mgr/CFile, Service Area Mgr/Office Principal/Dept Mgr, Business Mgm't Lead/Financial Analyst, Corp. Communications (if > $1 million)*

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1.CONTRACT ID CODE	PAGE OF PAGES 1 | 1

AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
PO-0001	Jul 27, 2021		MAS

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
General Services Administration GSA, FAS, PSHC 400 15TH ST, SW RM 2757 (QRA) AUBURN WA 98001	GSA/FAS/QV0CE 77 FORSYTH ST SW ATLANTA, GA 30303

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NUMBER 9B. DATED (SEE ITEM 11)
MICHAEL BAKER INTERNATIONAL, INC. 3601 EISENHOWER AVE STE 600 ALEXANDRIA, VA 223046426	X	10A. MODIFICATION OF CONTRACT/ORDER NUMBER 47QRAA21D008D 10B. DATED (SEE ITEM 13) Aug 02, 2021

CODE	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b), Type of contract modifications Unilateral
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E **IMPORTANT:** Contractor: [X] is not [ ] is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to assign Contract Number 47QRAA21D008D to Offer 580600, awarded to MICHAEL BAKER INTERNATIONAL, INC., under Schedule MAS on Jul 27, 2021. No other changes are made here. Last Item.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
GSA Initiated Mod	Marc F. Poblete

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Signature Not Required (Signature of person authorized to sign)		By *Signed electronically* See above (Signature of Contracting Officer)	Jul 27, 2021

U S General Services Administration

Contract Summary Document

Company Name: MICHAEL BAKER INTERNATIONAL, INC.

Duns Number : 073022944

Contract Number : 47QRAA21D008D

1. **Estimated Award Value :$** 82000000

   Base Period :$ 20500000

   Option Period 1 :$ 20500000

   Option Period 2 :$ 20500000

   Option Period 3 :$ 20500000

2. **Solicitation Number :** 47QSMD20R0001

3. **Contract Period :** August 2, 2021 through August 1, 2026

4. **Business Size :** Other than Small Business

5. **Business Types :**

Business Type	Description
2X	2X - For-Profit Organization

6. **Subcontracting Plan Type :** Individual **and Expiration :** August 1, 2026

7. **Items Awarded :**

SIN	Description	Large Category	Subcategory
541620	Environmental Consulting Services	Professional Services	Environmental Services
562910REM	Environmental Remediation Services	Professional Services	Environmental Services
541690E	Energy Services	Facilities	Facilities Services
541715	Engineering Research and Development and Strategic Planning	Professional Services	Technical and Engineering Services (Non IT)
611430	Professional and Management Development Training	Professional Services	Training
541370GIS	Geographic Information	Professional Services	Technical and

SIN	Description	Large Category	Subcategory
	Systems (GIS) Services		Engineering Services (Non IT)
541380	Testing Laboratory Services	Scientific Management and Solutions	Testing and Analysis
541420	Engineering System Design and Integration Services	Professional Services	Technical and Engineering Services (Non IT)
541330ENG	Engineering Services	Professional Services	Technical and Engineering Services (Non IT)
54151S	Information Technology Professional Services	Information Technology	IT Services
541611	Management and Financial Consulting, Acquisition and Grants Management Su	Professional Services	Business Administrative Services

Labor Categories :

Please refer to the Final Proposal Revision letter dated 7/26/2021 and related documents which are incorporated and made a part of this contract.

8. Escalation Rates :

Please refer to the Final Proposal Revision letter dated 7/26/2021 and related documents which are incorporated and made a part of this contract.

9. IFF Statement :

552.238-74 - Industrial Funding Fee and Sales Reporting - refer to contract for current version applicable to offer / award

10. Minimum Order Quantities:

N/A

11. Minimum Order Limit : $ 100

12. Maximum Order Limit : $ 1000000

13. Geographic Coverage :

SIN	Scope
541620	W - WorldWide
562910REM	W - WorldWide
541690E	W - WorldWide
541715	W - WorldWide
611430	W - WorldWide
541370GIS	W - WorldWide
541380	W - WorldWide
541420	W - WorldWide
541330ENG	W - WorldWide
54151S	W - WorldWide
541611	W - WorldWide

14. Prompt payment Discounts :

Discount1 : 00.000 % if Payment is made within 00 days

Discount2 : 00.000 % if Payment is made within 00 days

Net 30 days.

Volume Discounts :

MICHAEL BAKER INTERNATIONAL, INC. offer dated 4/18/2021 and Final Proposal Revision dated signed 7/26/2021 submitted in response to standing Solicitation 47QSMD20R0001 Refresh 0006, for Multiple Award Schedule is hereby accepted by the Government.

15. MFC (Most Favored Customer)/BOA (Basis of Award) Customer :

Please refer to the Final Proposal Revision letter dated signed 7/26/2021 and related documents which are incorporated and made a part of this contract.

Note regarding Item 16 Terms and Conditions ? Clauses 552-216-70 and 552.238-81 are listed by default in the Contract Summary Document and may not apply to your Schedule contract. Please reference the Final Proposal Revision letter incorporated into your contract.

16. Approved Exceptions :

MICHAEL BAKER INTERNATIONAL, INC. offer dated April 18, 2021 and Final Proposal Revision dated July 26, 2021, submitted in response to standing Solicitation No 47QSMD20R0001, for Multiple Award

Schedule MAS, is hereby accepted by the Government.

17. Terms and Conditions :

Clause	Title

Terms and Conditions Notes :

The following Exhibits are attached hereto and are hereby incorporated into the Multiple Award schedule contract:

Exhibits:

Exhibit A: N/A

Exhibit B: MBI_Price Proposal Template-Rev F 07-21-2021.xlsx

Exhibit C: MBI_580600_LaborCat_AwardedPricing.xlsx

Exhibit D: MBI_580600_Final Proposal Revision Letter (MBI Signed Response 07-26-2021).pdf

Exhibit E: MBI_580600_SamplePriceList.docx

Exhibit F: MBI_ Labor Category Descriptions (Rev B 07-21-2021).docx

Exhibit G: MBR_Small Business Subcontracting Plan Final Rev B 07-09-2021_MP Signed.pdf

Request for Modification to Contract Number : TF284LA

Modification Type :
Assignment of Contract Number

Company Name : MICHAEL BAKER INTERNATIONAL, INC
DUNs Number : 073022944
Modification Updated By : eoffer.operations@gsa.gov
Modification Updated Date : 2021-07-27 15:54:03
Modification Control Number : K1EX55SO

MOD DESCRIPTION For Assignment of Contract Number :

Short Description :

Assignment of Contract Number

Detailed Description :

Assignment of Contract Number

AUTHORIZED NEGOTIATORS

NAME : Adam Phillips
TITLE : Corporate Controller
ROLE : Not Authorized to sign
PHONE : 412-375-3822
FAX :
EMAIL : adam.phillips@mbakerintl.com

NAME : Milton Detty
TITLE : Government Complianc
ROLE : Not Authorized to sign
PHONE : 412-269-2050
FAX :
EMAIL : milton.detty@mbakerintl.com

NAME : Stephen Browning
TITLE : National Markets Lea
ROLE : Not Authorized to sign
PHONE : 720-962-3222
FAX :
EMAIL : stephen.browning@mbakerintl.com

NAME : Raymond G Shrift
TITLE : Vice President & Dir
ROLE : Authorized to sign
PHONE : 814-341-8987
FAX :
EMAIL : raymond.shrift@mbakerintl.com

NAME : Terry E McAllister
TITLE : Contract Administrat
ROLE : Authorized to sign
PHONE : 703-483-0029
FAX : 918-279-6381
EMAIL : tmcallister@mbakerintl.com

VENDOR INFORMATION

BUSINESS NAME	: MICHAEL BAKER INTERNATIONAL, INC.
TYPE OF ORGANIZATION	: Corporate Entity (Not Tax Exempt)
COMMON PARENT DUNS NUMBER	:
DOING BUSINESS AS	:
BUSINESS TYPE	:
ADDRESS1	: 3601 EISENHOWER AVE STE 600
ADDRESS2	:
CITY	: ALEXANDRIA
STATE	: VA
ZIP	: 223046426
COUNTRY	: USA

MAILING ADDRESS

BUSINESS NAME	: MICHAEL BAKER INTERNATIONAL, INC.
ADDRESS1	: 3601 EISENHOWER AVENUE
ADDRESS2	: SUITE 600
CITY	: ALEXANDRIA
STATE	: VA
ZIP	: 223046456
COUNTRY	: USA

Offer Responses Document

MICHAEL BAKER INTERNATIONAL, INC.

DUNS : 073022944

Offer Control Number : S7ORW9MZ

Solicitation Number : 47QSMD20R0001

Refresh Number : 0006

Created on June 23, 2021, 5:02:07 PM (EDT)

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- ***541690E Energy Services*** 8
- ***54151S Information Technology Professional Services*** 9
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Company Information

BUSINESS NAME	MICHAEL BAKER INTERNATIONAL, INC.
TYPE OF ORGANIZATION	Corporate Entity (Not Tax Exempt)
COMMON PARENT DUNS NUMBER	
DOING BUSINESS AS	
BUSINESS TYPE	
BUSINESS WEBSITE	http://www.mbakerintl.com

Business Address	Mailing Address
3601 EISENHOWER AVE STE 600, ALEXANDRIA, VA - 223046426, USA .	MICHAEL BAKER INTERNATIONAL, INC. 3601 EISENHOWER AVENUE, SUITE 600, ALEXANDRIA, VA - 223046456, USA .

Existing Contract Information

Contract No	Termination Date
Not Applicable	Not Applicable

Preponderance Of Work Information

Vendor Selected Preponderance of work:

Large Category: Professional Services

SubCategory: Technical and Engineering Services (Non IT)

SIN: 541330ENG Engineering Services

NAICS: 541330

Available Offerings Information

Response for 541330ENG Engineering Services

Large Category: Professional Services

SubCategory: Technical and Engineering Services (Non IT)

SIN: 541330ENG Engineering Services

NAICS is the North American Industry Classification System for classifying establishments by type of economic activity, emphasizing what your company does.

- *541330*

What is your company's total projected annual sales to the Government under this SIN for the contract base period (excluding optional contract renewals)?

- *500000*

What is the Scope for this SIN?

- *Contractor will provide domestic and overseas delivery*

Maximum Order Limit

- *1000000*

Available Offerings Information

Response for 541420 Engineering System Design and Integration Services

Large Category: Professional Services

SubCategory: Technical and Engineering Services (Non IT)

SIN: 541420 Engineering System Design and Integration Services

NAICS is the North American Industry Classification System for classifying establishments by type of economic activity, emphasizing what your company does.

- *541420*

What is your company's total projected annual sales to the Government under this SIN for the contract base period (excluding optional contract renewals)?

- *900000*

What is the Scope for this SIN?

- *Contractor will provide domestic and overseas delivery*

Maximum Order Limit

- *1000000*

Available Offerings Information

Response for 541715 Engineering Research and Development and Strategic Planning

Large Category: Professional Services

SubCategory: Technical and Engineering Services (Non IT)

SIN: 541715 Engineering Research and Development and Strategic Planning

NAICS is the North American Industry Classification System for classifying establishments by type of economic activity, emphasizing what your company does.

- *541715*

What is your company's total projected annual sales to the Government under this SIN for the contract base period (excluding optional contract renewals)?

- *90000*

What is the Scope for this SIN?

- *Contractor will provide domestic and overseas delivery*

Maximum Order Limit

- *1000000*

Available Offerings Information

Response for 541620 Environmental Consulting Services

Large Category: Professional Services

SubCategory: Environmental Services

SIN: 541620 Environmental Consulting Services

NAICS is the North American Industry Classification System for classifying establishments by type of economic activity, emphasizing what your company does.

- *541620*

What is your company's total projected annual sales to the Government under this SIN for the contract base period (excluding optional contract renewals)?

- *60000*

What is the Scope for this SIN?

- *Contractor will provide domestic and overseas delivery*

Maximum Order Limit

- *1000000*

Available Offerings Information

Response for 562910REM Environmental Remediation Services

Large Category: Professional Services

SubCategory: Environmental Services

SIN: 562910REM Environmental Remediation Services

NAICS is the North American Industry Classification System for classifying establishments by type of economic activity, emphasizing what your company does.

- *562910*

What is your company's total projected annual sales to the Government under this SIN for the contract base period (excluding optional contract renewals)?

- *60000*

What is the Scope for this SIN?

- *Contractor will provide domestic and overseas delivery*

Maximum Order Limit

- *1000000*

Available Offerings Information

Response for 541690E Energy Services

Large Category: Facilities

SubCategory: Facilities Services

SIN: 541690E Energy Services

NAICS is the North American Industry Classification System for classifying establishments by type of economic activity, emphasizing what your company does.

- *541690*

What is your company's total projected annual sales to the Government under this SIN for the contract base period (excluding optional contract renewals)?

- *200000*

What is the Scope for this SIN?

- *Contractor will provide domestic and overseas delivery*

Maximum Order Limit

- *1000000*

Available Offerings Information

Response for 54151S Information Technology Professional Services

Large Category: Information Technology

SubCategory: IT Services

SIN: 54151S Information Technology Professional Services

NAICS is the North American Industry Classification System for classifying establishments by type of economic activity, emphasizing what your company does.

- *541511, 541513, 541519, 541512*

What is your company's total projected annual sales to the Government under this SIN for the contract base period (excluding optional contract renewals)?

- *100000*

What is the Scope for this SIN?

- *Contractor will provide domestic and overseas delivery*

Maximum Order Limit

- *500000*

Do you agree to participate in the Cooperative Purchasing program?

- Yes

Available Offerings Information

Response for 541380 Testing Laboratory Services

Large Category: Scientific Management and Solutions

SubCategory: Testing and Analysis

SIN: 541380 Testing Laboratory Services

NAICS is the North American Industry Classification System for classifying establishments by type of economic activity, emphasizing what your company does.

- *541380*

What is your company's total projected annual sales to the Government under this SIN for the contract base period (excluding optional contract renewals)?

- *250000*

What is the Scope for this SIN?

- *Contractor will provide domestic and overseas delivery*

Maximum Order Limit

- *250000*

Available Offerings Information

Response for 541370GIS Geographic Information Systems (GIS) Services

Large Category: Professional Services

SubCategory: Technical and Engineering Services (Non IT)

SIN: 541370GIS Geographic Information Systems (GIS) Services

NAICS is the North American Industry Classification System for classifying establishments by type of economic activity, emphasizing what your company does.

- *541370*

What is your company's total projected annual sales to the Government under this SIN for the contract base period (excluding optional contract renewals)?

- *60000*

What is the Scope for this SIN?

- *Contractor will provide domestic and overseas delivery*

Maximum Order Limit

- *1000000*

Available Offerings Information

Response for 541611 Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services

Large Category: Professional Services

SubCategory: Business Administrative Services

SIN: 541611 Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services

NAICS is the North American Industry Classification System for classifying establishments by type of economic activity, emphasizing what your company does

- *541611*

What is your company's total projected annual sales to the Government under this SIN for the contract base period (excluding optional contract renewals)?

- *460000*

What is the Scope for this SIN?

- *Contractor will provide domestic and overseas delivery*

Maximum Order Limit

- *1000000*

Available Offerings Information

Response for 611430 Professional and Management Development Training

Large Category: Professional Services

SubCategory: Training

SIN: 611430 Professional and Management Development Training

NAICS is the North American Industry Classification System for classifying establishments by type of economic activity, emphasizing what your company does.

- *611430*

What is your company's total projected annual sales to the Government under this SIN for the contract base period (excluding optional contract renewals)?

- *25000*

What is the Scope for this SIN?

- *Contractor will provide domestic and overseas delivery*

Maximum Order Limit

- *1000000*

Standard Responses

Disaster Purchasing

Does the offeror agree to voluntarily participate in the Recovery Purchasing Program as described in 552.238-113 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (MAY 2019) and 552.238-114 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (MAY 2019)?

Yes

Employment Eligibility Verification (Jan 2009) (52.222-54)

As per the FAR, Clause 52.222-54, Employment Eligibility Verification (Jan 2009), Federal contractors and subcontractors are required to begin using the U.S. Citizenship and Immigration Services' E-Verify system to verify their employees' eligibility to legally work in the United States.

Yes

Exceptions To Certs And Reps (52.212-3)

The offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference? (If 'No' is selected, the offeror must submit an attachment listing the paragraph(s) which have changed and identify, after each paragraph, what has changed. Please title the attachment, 'Exceptions to Certs and Reps-52.212-3.')

Yes

Exceptions To Terms And Conditions

Does the offeror take exception to any of the Terms and Conditions (Contract Clauses) presented in Part II of the Solicitation Document?(If "yes" is selected, the offeror must provide documentation for each contract clause selected for exception. The exception(s) the offeror requests will be negotiated with the GSA Contracting Official(s).)

No

FASt Lane

Do you meet the criteria to participate in FASt Lane?

No

Minimum Order Limit

Please enter the minimum order limit allowed on the contract:

150.00

Prohibited Telecommunications Equipment and Services Representations

Below is to validate the repsonses made in the System for Award Management regarding prohibited telecommunications equipment or services.

- What did you represent in the System for Award Management (SAM) regarding providing covered (i.e., prohibited) telecommunications equipment or services to the Government (FAR 52.212-3(v))? Note - if you have not represented FAR 52.212-3(v) in SAM, please do so now. FAR 52.212-3(v) must be completed in SAM before award of a MAS contract. *We DO NOT provide covered (i.e., prohibited) telecommunications equipment or services to the Government (FAR 52.212-3(v))*

Provides Prohibited Telecom (Part 889) : No

Start up Spring Board

Do you have less than 2 years of Corporate Experience?

No

Subcontracting Plan (N/A to Small Business Concerns) (52.219-9)

Do you wish to create/upload a subcontracting plan at this time? (Note: Please note that "other than small" businesses may be required by the contracting officer to submit a subcontracting plan prior to being awarded a contract. For more information on determining business size, please visit www.sba.gov/size)

- Are you a "not for profit" entity? *No, We are NOT a not-for-profit entity.*
- Are you a domestic firm, or a foreign firm? *Yes, We are a domestic firm*
- Based on the criteria of the NAICS code you have selected as your preponderance of work, would you be considered a small business, or an

other-than-small business? *No, We would be considered as "Other than small" business.*
- Are there any opportunities to subcontract work? *Yes, there are opportunities to subcontract work*

SubContracting Plan Required : Yes

Response to Participate in TDR : Yes

Clause and Vendor Responses

Begin Regulation

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are [ ] are not [✔] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [✔], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are [ ] are not [✔] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have [ ] have not [✔], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer

is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [ ] has not [✔], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

End Regulation

Begin Regulation

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) *Definitions*. As used in this provision —

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings).

This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10 000,000 means —

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [✔] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in —

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in System for Award Management, which can be accessed via https://www.sam.gov

End Regulation

Begin Regulation

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [*check applicable box*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Other Place of Performance	
Location	**County**

Plant or Facility If Other Than Bidder	
Location	**County**

End Regulation

Begin Regulation

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 2020)

(a) Definitions. As used in this provision-

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

"Small business concern"-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates* as used in this definition, means business concerns, one of whom directly or indirectly

controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103 .

"Small disadvantaged business concern," consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and (ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is–

See SIN Details [insert NAICS code].

(2) The small business size standard is See SIN Details [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture (i.e.,nonmanufacturer), is 500 employees

(c) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [✔] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program.

[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that-

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: [ ].] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: [ ].] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c) (6) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision] The offeror represents, as part of its offer, that-

(i) It [ ] is,[ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: [ ].] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small

Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment, and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

End of provision

End Regulation

Begin Regulation

52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--CERTIFICATION (MAY 2014)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror [ ] does [✔] does not certify that--

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4 (d)(3) that the Service Contract Labor Standards statute —

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53 , Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision--

(1) The clause of this solicitation at 52.222-53 , Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

End Regulation

Vendor Response: Remittance Address

CompanyName	Michael Baker International, Inc.
Attention	Accounts Receivable
Address1	100 Airside Drive
City	Moon Township
State	PA
Zip	15108
Country	USA
Phone	412-269-6300
Fax	412-375-3980
Email	ar@mbakerintl.com

Vendor Response: Ordering Receipt Information

ReceiptType	Computer-to-Computer Electronic Data Interchange (EDI)
Name	Terry E McAllister
Title	Contract Administration Manager
Address1	29885 E. 156th Street South
City	Coweta
State	OK
Zip	74429-6008
Country	USA
Phone	703-483-0029
Fax	918-279-6381
Email	tmcallister@mbakerintl.com

Begin Regulation

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (DEC 2019)

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-80, Industrial Funding Fee and Sales Reporting (MAY 2019), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

End Regulation

Vendor Response: Contact for Contract Administration (Domestic)

Name	Terry E McAllister
Title	Contract Administration Manager
Address1	29885 E. 156th Street South
City	Coweta

State	OK
Zip	74429
Country	USA
Phone	703-483-0029
Fax	918-279-6381
Email	tmcallister@mbakerintl.com
DunsNumber	073022944

Vendor Response: Order POC

Name	Stephen Browning
Title	National Markets Lead - Federal Programs
Address1	165 South Union Boulevard
Address2	Suite 1000
City	Lakewood
State	CO
Zip	80228
Country	USA
Phone	415-272-7806
Fax	720-962-3222
Email	stephen.browning@mbakerintl.com
DunsNumber	073022944

Vendor Response: Contact for Contract Administration (Overseas)

Name	Terry L McAllister
Title	Contract Administration Manager
Address1	29885 E. 156th Street South
City	Coweta
State	OK
Zip	74429
Country	USA
Phone	703-483-0029
Fax	918-279-6381
Email	tmcallister@mbakerintl.com
DunsNumber	073022944

Vendor Response: Industrial Funding Fee

Name	Milton Detty
Title	Government Compliance Manager
Address1	10611 Balls Ford Road, Suite 140
City	Manassas
State	VA
Zip	20109
Country	USA
Phone	740-703-9100
Fax	412-269-2050
Email	Milton.Detty@mbakerintl.com
DunsNumber	073022944

Begin Regulation

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail addresses of the authorized negotiators.)

NAMES & TITLES	TELEPHONE NUMBERS	ELECTRONIC MAIL ADDRESSES

End Regulation

Vendor Response For: K-FSS-1 - Authorized Negotiators

Negotiators marked with (*) are "Authorized to Sign"

NAMES & TITLE	TELEPHONE NUMBERS	ELECTRONIC MAIL ADDRESSES
* Raymond G. Shrift & Vice President & Director of Contracts	814-341-8987	raymond.shrift@mbakerintl.com
Milton Detts & Government Compliance Manager	412-269-2850	milton.detts@mbakerintl.com
Adam Phillips & Corporate Controller - Finance	412-375-3822	adam.phillips@mbakerintl.com
* Terry L. McAllister & Contract Administration Manager	703-483-0829	tmcallister@mbakerintl.com
Stephen Browning & National Markets Lead - Federal Programs	720-962-3222	stephen.browning@mbakerintl.com

List of Uploaded Documents

Document Category	Large Category	Subcategory	SIN	Document - Label/Name
Commercial Pricelist	All			Market Pricing Discussion
Compensation Plan for Professional Employees	All			Professional Comp Plan
Copy of Reps and Certs Record	All			Reps and Certs
Copy of SAM (formerly CCR) Record	All			SAM Registration
Financial Documents	All			Financial Doc
Labor Category Descriptions	All			LABCAT Descriptions
Other (optional-offeror defined)	All			Continuous Contracts Digital Certificate Cover Letter Offer Work Arounds Revised SCA Matrix GSA Questions Answered
Pre-Approved Master Plan	All			SB Plan
Price Proposal Template	All			Revised Price Template
Proposed EPA Mechanism (including supporting documentation)	All			Escalation Methodolgy
Section 508 Compliance Information	All			Section 508
Subcontracting Plan	All			Revised SB Plan
Uncompensated Overtime Policy (if hourly rates)	All			Uncomp Overtime

MICHAEL BAKER INTERNATIONAL, INC.
SMALL BUSINESS SUBCONTRACTING PLAN – Revision B

I. IDENTIFICATION DATA:

Address: 3601 Eisenhower Avenue, Suite 600, Alexandria, VA 22304

Date Prepared: July 9, 2021
Description of Types of Supplies/Services: Engineering, Testing, Management and Consulting, Environmental, GIS, IT and Energy Consulting
Solicitation Number: 47QSMD20R0001-Refresh 6 - May 2021
Contract Number: N/A – New award, contract number undetermined.

Individual Plan Period(s):

Base:	August 1, 2021 through July 31, 2026
Option 1:	August 1, 2026 through July 31, 2031
Option 2:	August 1, 2031 through July 31, 2036
Option 3:	August 1, 2036 through July 31, 2041

Estimated Contract Value:

Base Period:	$5,000,000
Option Period 1:	$5,000,000
Option Period 2:	$5,000,000
Option Period 3:	$5,000,000

Include sum Total value of the contract of all periods for the entire contract term. For MAS list the total sales expected: $20,000,000

Place of Performance: Multiple

Unique Entity Identifier (DUNS) Number: 073022944

II. GOALS:

Michael Baker International, Inc. provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category:

Table 1. Base Period (August 1, 2021 through July 31, 2026) Goals

Use or disclosure of data contained on this sheet is subject to the restriction in the Cover Letter or on the title page of this proposal.

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars
Total Dollars to be Subcontracted	$500,000	100%
Other than Small Business (OTSB/Large)	$300,000	60%
All Small Businesses (including ANC and Indian tribes)	$200,000	40%
Veteran-Owned Small Business (VOSB)	$25,000	5%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	$15,000	3%
HUBZone Small Business	$15,000	3%
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	$30,000	6%
Women-Owned Small Business (WOSB)	$35,000	7%

Use or disclosure of data contained on this sheet is subject to the restriction in the Cover Letter or on the title page of this proposal.

Table 2. Option Period I (August 1, 2026 through July 31, 2031) Goals

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars
Total Dollars to be Subcontracted	$500,000	100%
Other than Small Business (OTSB/Large)	$300,000	60%
All Small Businesses (including ANC and Indian tribes)	$200,000	40%
Veteran-Owned Small Business (VOSB)	$25,000	5%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	$15,000	3%
HUBZone Small Business	$15,000	3%
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	$30,000	6%
Women-Owned Small Business (WOSB)	$35,000	7%

Use or disclosure of data contained on this sheet is subject to the restriction in the Cover Letter or on the title page of this proposal.

Table 3. Option Period II (August 1, 2031 through July 31, 2036) Goals

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars
Total Dollars to be Subcontracted	$500,000	100%
Other than Small Business (OTSB/Large)	$300,000	60%
All Small Businesses (including ANC and Indian tribes)	$200,000	40%
Veteran-Owned Small Business (VOSB)	$25,000	5%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	$15,000	3%
HUBZone Small Business	$15,000	3%
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	$30,000	6%
Women-Owned Small Business (WOSB)	$35,000	7%

Use or disclosure of data contained on this sheet is subject to the restriction in the Cover Letter or on the title page of this proposal.

Table 4. Option Period III (August 1, 2036 through July 31, 2041) Goals

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars
Total Dollars to be Subcontracted	$500,000	100%
Other than Small Business (OTSB/Large)	$300,000	60%
All Small Businesses (including ANC and Indian tribes)	$200,000	40%
Veteran-Owned Small Business (VOSB)	$25,000	5%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	$15,000	3%
HUBZone Small Business	$15,000	3%
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	$30,000	6%
Women-Owned Small Business (WOSB)	$35,000	7%

Use or disclosure of data contained on this sheet is subject to the restriction in the Cover Letter or on the title page of this proposal.

Table 6. Total Goals (August 1, 2021 through July 31, 2041) Summary

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars
Total Dollars to be Subcontracted	$2,000,000	100%
Other than Small Business (OTSB/Large)	$1,200,000	60%
All Small Businesses (including ANC and Indian tribes)	$800,000	40%
Veteran-Owned Small Business (VOSB)	$100,000	5%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	$60,000	3%
HUBZone Small Business	$60,000	3%
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	$120,000	6%
Women-Owned Small Business (WOSB)	$140,000	7%

Use or disclosure of data contained on this sheet is subject to the restriction in the Cover Letter or on the title page of this proposal.

IV. PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED:

The principal types of supplies and/or services that Michael Baker International, Inc. anticipates subcontracting and the identification of the type of supply or service offered to each business concern are as follows.

Supplies/Services	Large	Small	VOSB	SDVOSB	HUB Zone	SDB	WOSB
Engineering Services NAICS 541330	X	X	X	X	X	X	X
Testing Services NAICS 541380	X	X				X	X
Engineering System Design and Integration Services NAICS 541420		X	X	X		X	X
Management Consulting and Support, and Project Services NAICS 541618/541611		X	X		X	X	X
Professional and Management Development Training Services NAICS 611430		X			X	X	X
Environmental Consulting Services NAICS 541620	X	X				X	X
Geographic Information Systems (GIS) Services NAICS 541370		X	X	X		X	X

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Environmental Remediation Services NAICS 562910	X	X					
Information Technology Professional Services NAICS 541511, 541512, 541513, 541519		X	X	X	X	X	X
Energy Consulting Services NAICS 541690	X	X	X		X	X	X

V. DESCRIPTION OF METHODS USED TO DEVELOP SUBCONTRACTING GOALS:

Michael Baker International, Inc. used the following methods to develop the subcontracting goals:

Michael Baker International, Inc., having held GSA Schedule Contract GS-00F-0032M since February 1, 2002, performed an evaluation of the possible tasks to be assigned under this new Contract based on our knowledge of the potential contract requirements and our experience during the execution of Contract GS-00F-0032M. Subcontractor and consultant capabilities were then assessed relative to the potential needs, with the intent of including small businesses as an integral part of the project teams.

Goals are established based on historical data and federal requirements, combined with projected subcontracting dollars that will be available. Records of past subcontracting are used to develop source lists along with requests from subcontractors to be given an opportunity to submit proposals. Prior performance is considered by individual buyers (project managers, subcontracting specialists) when considering development of bid lists and questions of subcontractor responsibility. Concerning the goals above, the percentage goals for All SB Subcontracting, SDB, SDVOSB, WOSB, and HubZone are taken from the SBA's FY 2021 Small Business Goals for Government Agencies.

Michael Baker International, Inc.'s regular use of subcontractors is monitored in a firm-wide database that is used for screening potential work scope elements against potential SB concerns as providers of services. Baker's intent is to identify subcontractors with proven track records of providing consistent, reliable, quality, and competitively priced services.

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VI. DESCRIPTION OF METHOD USED TO IDENTIFY POTENTIAL SOURCES:

Michael Baker International, Inc. uses the following methods to identify potential sources.

Source lists utilized in making the determinations of the subcontracting goals above, as well as other methods are as follows:

- Small businesses that Michael Baker International, Inc. has previously worked with and have verified certifications in place.

- Michael Baker International, Inc. maintains a small business advocate position at the Corporate level that is supported at the regional and office levels to advocate for Small Business concerns. At the Corporate level this includes maintenance of a database of potential sources for current and future contracts. This database is used in conjunction with subcontracting planning to identify fits between potential work scope for subcontracting and a pool of SB Concerns that are qualified to perform the required services. Michael Baker International, Inc. is committed to subcontracting with those firms within the database and from other sources that offer the best value to Michael Baker International, Inc. and our clients. The database is routinely updated, and continuous efforts are made to locate, utilize, and develop SB Concerns.

- In addition to the source list, Michael Baker International, Inc.'s SB program staff actively provides outreach, assistance, and counseling to SB Concerns related to subcontracting activities.

- Michael Baker International, Inc. also uses the SBA Dynamic Small Business Search Engine, Procurement Technical Assistance Centers (PTACs), and the Small Business Administration as well as other sources for development of the subcontractor database.

- Michael Baker International, Inc. attends procurement conferences and trade shows with industry, PTAC's, and SBA for additional networking. Project managers and subcontracting specialists are regularly briefed on the SB program and training is provided for all personnel involved in the subcontracting effort.

- Michael Baker International, Inc.'s Small Business Database. A database with potential subcontractors has been established by which small businesses can register their capabilities at Michael Baker's website. This database is then used by Michael Baker International, Inc. Operations personnel when searching for a subcontractor with specific skills or one in a specific geographical area.

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VII. INCLUSION OF INDIRECT COSTS IN ESTABLISHING GOALS:

Indirect costs _____HAVE BEEN (or) X HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above.

VIII. PROGRAM ADMINISTRATOR

Name: Craig Duppstadt

Title/Position: Director of Federal Contracts and Small Business Liaison Officer

Telephone number: (814) 322-6147

Email Address: Craig.Duppstadt@mbakerintl.com

Alternate POC with contact information:

Name: Terry E. McAllister, CSCM

Title/Position: Contract Administration Manager

Telephone number: (703) 483-0029

Email Address: tmcallister@mbakerintl.com

Duties:

Michael Baker International, Inc. administrates its small business subcontracting program in compliance with FAR Clause 52.219-9(e) by conducting the duties as shown below.

1. Assist SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, sufficient time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential SB, VOSB, SDVOSB, HUBZone, SDB and WOSB subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

2. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make-or-buy" decisions.

3. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms.

4. Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52-219-8(d)(2).

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5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as SB, VOSB, SDVOSB, HUBZone, SDB and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

6. For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a SB, VOSB, SDVOSB, HUBzone SB, SDB, or WOSB concern.

7. Assign each subcontract the NAICS code and corresponding size standard that best describes the principle purpose of the subcontract.

Other ways the Plan Administrator will ensure the company meets the goals of the plan demonstrating "good faith effort":

_X_Ensure periodic rotation of potential subcontractors on bidders' lists.
_X_Ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
_X_Ensure that subcontract procurement "packages" are designed to permit the maximum possible participation of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
__X_Review subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
__X__Ensure that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
__X__Oversee the establishment and maintenance of contract and subcontract award records.
__X__Attend or arrange for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
__X__Directly or indirectly counsel SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.
____Conduct or arrange training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures
____Develop and maintain an incentive program for buyers that support the subcontracting program.
_X___Monitor the company's performance and make any adjustments necessary to achieve the subcontract plan goals.
__X_Coordinate the company's activities during compliance reviews by Federal agencies
__X__Promote opportunities for small businesses on the company's website

IX. EQUITABLE OPPORTUNITY:

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Michael Baker International, Inc. will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities:

Outreach efforts to obtain sources:

- Contacting minority and small business trade associations.
- Contact business development organizations.
- Requesting sources from the SBA's Dynamic Small Business Search https://web.sba.gov/pro-net/search/dsp_dsbs.cfm and/or the SAM.gov database.
- Attend small and minority business trade fairs and procurement conferences.

Internal efforts to guide and encourage purchasing personnel:

- Present workshops, seminars, and training programs
- Establishing, maintaining, and using small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business source lists, guides, and other data for soliciting subcontracts
- Monitoring activities to evaluate compliance with the subcontracting plan

Other efforts: The following other automated systems will be used to ensure equity of opportunity.

- Michael Baker's internal subcontractor database
- Sub-Net http://www.smallbusinessdb.com/
- Federal Sub consultant's Listing (Internal Excel file)
- HUB Zone Search Site http://map.sba.gov/hubzone/maps/
- Vet Registry http://www.va.gov/osdbu/

X. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN

Michael Baker International, Inc. agrees to include the FAR Clause 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (*except small business concerns*) that receive subcontracts in excess of $750,000 ($1,500,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan.

XI. ASSIGNMENT OF SIZE STANDARDS TO SUBCONTRACTS

Michael Baker International, Inc. agrees to assign North American Industry Classification System (NAICS) codes to subcontracts and further agrees to provide the socio-economic status of the successful subcontractor in the notification to the unsuccessful offerors for the subcontracts in accordance with FAR 52.219-9.

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XII. REPORTING AND COOPERATION:

Michael Baker International, Inc. agrees to:

- Cooperate in any studies or surveys as may be required.
- Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan.
- Report subcontracting data for each order when reporting subcontracting achievements under orders placed by federal agencies using multiple agency task/delivery order contracts, such as MAS, GWACs, OASIS.
- Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), on time in accordance with paragraph (l) of FAR clause 52.219-9, using the Electronic Subcontracting Reporting System (eSRS) at https://www.esrs.gov/ *following the instructions in eSRS.*

XIII. RECORDKEEPING

The following is a recitation of the type of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

a. If the prime contractor is not using SBA Dynamic Small Business Search Engine as its source for SB, VOSB, SDVOSB, HUBz, SDB, and WOSB concerns, list the names of guides and other data identifying such vendors.

b. Organizations contacted in an attempt to locate SB, VOSB, SDVOSB, HUBz, SDB, and WOSB sources.

c. On a contract-by-contract basis, records on each subcontract solicitation resulting in an award of more than $150,000 indicating: (1) whether SB concerns were solicited, and if not, why not; (2) whether VOSB concerns were solicited, and if not, why not; (3) whether SDVOSB concerns were solicited, and if not, why not; (4) whether HUBz concerns were solicited, and if not, why not; (5) whether SDB concerns were solicited, and if not, why not; (6) whether WOSB concerns were solicited, and if not, why not; and (7) if applicable, the reason that the award was not made to a small business concern.

d. Records to support other outreach efforts, e. g., trade associations, business development organizations; conferences and trade fairs to locate SB, VOSB, SDVOSB, HUBz, SDB, and WOSB organizations.

e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards, and (2) monitoring of activities to evaluate compliance.

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f. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business size of each subcontractor.

XIV. ADDITIONAL ASSURANCES:

Michael Baker International, Inc. will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal.

Michael Baker International, Inc. will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services, or materials or obtain the performance of work as described in (d)(12) of FAR clause 52.219-9. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

Michael Baker International, Inc. will promptly discuss with the Contracting Officer any material matter pertaining to the payment to or utilization of a subcontractor; and will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to the payment to or utilization of a subcontractor.

Michael Baker International, Inc. assures that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the subcontract, and notify the contracting officer if Michael Baker International, Inc. pays a reduced or an untimely payment to a small business subcontractor (see FAR clause 52.242-5).

XV. COMMITMENT TO MAKE A "GOOD FAITH EFFORT"

Michael Baker International, Inc. shall make a good faith effort to achieve the small business goals described in this subcontracting plan by taking the efforts listed below in addition to the efforts listed under Section IV, Section VIII and Section IX described in this plan.

- Monitoring attainment of proposed goals and reporting performance to the Federal Programs Manager, Operations Managers, Engineering Vice President and CEO.
- Working with the Project Managers to focus on small business obligations and maintain the visibility of the goals versus performance.

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- Michael Baker International Inc.'s Project Managers regularly participate in "Project Excellence" type training which emphasizes contract compliance on all levels and the need for the Project Manager to know the small business requirements.

XVI. STATUTORY REQUIREMENTS (FAR 19.702)

As stated in 15 U.S.C. 637(d)(8) as implemented under FAR 52.219-16, *Liquidated damages*, any contractor or subcontractor failing to comply in good faith with the requirements an approved subcontracting plan required by the clause of the contract "Utilization of Small Business Concerns" shall be a **material breach of the contract and may be considered in any past performance evaluation of the Contractor**. Further, 15 U.S.C. 637(d)(4)(F) directs that a contractor's **failure to make a good faith effort** to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages.

XVII. SIGNATURE REQUIRED:

This subcontracting plan was SUBMITTED by:

Signature: _____

Typed Name: Raymond G. Shrift

Company Title: Vice President & Director, Contacts & Procurement

Date Signed: July 9, 2021

Government Contracting Officer APPROVAL:

Signature: _____ Date: 2021.07.13 08:41:39 -07'00'

Printed Name: Marc Poblete, MBA

Agency: US General Services Administration

Date Signed: 13 July 2021

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ATTACHMENT A

Corporate Policy Statement

Michael Baker International and Its Subsidiaries

Small Business Policy Statement

Michael Baker International (Michael Baker), and its subsidiaries and Business entities are Committed to meeting the objectives of the Small Business Act of 1978 (Public Law 95-507), successive Small Business Acts and the requirements of the current policy of the United States Federal Government as contained in FAR Part 19.2. Michael Baker's policy is to establish and nourish working relationships with Small and Disadvantaged Businesses. This would include Disadvantaged, Woman, Disabled Veteran, Veteran and HUB Zone businesses in the Michael Baker business communities, as well as the utilization of Historically Black Colleges and Universities.

In support of this policy, Michael Baker has designated a Small Business Administrator. This Administrator will work in close concert with Michael Baker's Federal Programs Group and Department of Defense Programs Group to expand opportunities for Small and Disadvantaged Businesses within Michael Baker. The participation by Small and Disadvantages Businesses is determined by the size standards set by the Small Business Administration, Michael Baker's Client's technical requirements and contractual obligations.

Michael Baker is committed to continuous and expanding efforts to increase the utilization of a wide variety of services from Small and Disadvantaged businesses compatible with Michael Baker's core businesses.

Raymond G. Shrift
Vice President & Director, Contracts & Procurement

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DATAMARK®
Software as a Service Agreement

This Software as a Service (SaaS) Agreement (the "**Agreement**"), by and between DATAMARK, a division of Michael Baker International, Inc. ("Michael Baker"), Michael Baker is a Pennsylvania corporation with offices located at 100 Airside Drive, Moon Township, PA 15108 ("**DATAMARK**") and Duval County, ("**Customer**"), a governmental entity with offices located at 501 E Bay Street Jacksonville, FL 32202.

WHEREAS, Customer wishes to procure from DATAMARK the access and use of Validate-Edit-Provision (VEP) software described herein, and DATAMARK wishes to provide such access and use of VEP software to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the following terms and conditions will apply to the software and Related Materials provided under this Agreement and subscriptions placed thereunder.

1. VEP Software.

1.1. VEP Systems. Subject to and conditioned on Customer's and its Authorized Users compliance with the terms and conditions of this Agreement, during the Term, DATAMARK shall use commercially reasonable efforts to provide to Customer and its Authorized Users access and use of the DATAMARK VEP Software as described below, (collectively, the "**VEP Software**"), in accordance with the Related Materials and terms and conditions hereof, including to host, manage, operate, and maintain the VEP Software for remote electronic access and use by Customer and its Authorized Users.

The VEP Software is implemented using cloud native technology to provide capability for the validating, editing, and provisioning of GIS data for public safety grade GIS data (the "**VEP Systems**"). DATAMARK shall also provide to Customer and its Authorized Users, as it becomes available, materials related to the access and use of VEP Software (e.g., "**Related Materials**"). For example DATAMARK may provide Related Materials comprising specifications, documentation, other information, other data, documents, materials, works, other content, devices, methods, processes, hardware, other software and other technologies or inventions, including any deliverables, descriptions (e.g., technical, functional, etc.), requirements, plans, or reports, that are provided or used in connection with the VEP Software or otherwise comprise or relate to the VEP Software or VEP Systems. "Documentation" includes any manuals, instructions or other documents or materials that the DATAMARK provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the VEP Software, such as any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

Maintenance and support of the VEP Software for access and use by Customer and its Authorized Users will be in substantial conformity with the documentation and support based on the Service Level Agreement and Maintenance Terms provided in Appendix A.

1.2. VEP Software and System Control. Except as otherwise expressly provided in this Agreement or in the Service Level Agreement and Maintenance Terms provided in Appendix A, as between the parties:

a) DATAMARK has and will retain sole control over the operation, provision, maintenance and management of the VEP Software and Related Materials, including the: (i) DATAMARK Systems; (ii) selection, deployment, modification and replacement of the VEP Software; and (iii) performance of support, maintenance, upgrades, corrections and repairs as described in Appendix A; and

b) All right, title and interest in and to the DATAMARK SaaS, including the VEP System, VEP Software, and Related Materials, including all Intellectual Property Rights therein, are and will remain with DATAMARK and the respective rights holders in the Third-Party Materials. Customer has no right, license or authorization with respect to any of the DATAMARK SaaS or Related Materials except as expressly set forth in Section 2 and 3 or the applicable third-party license. All other rights in and to the VEP System, VEP Software, and the Related Materials are expressly reserved by DATAMARK and the respective third-party licensors.

1.3. Changes. DATAMARK reserves the right, in its sole discretion, to make any changes to the VEP Software and Related Materials that it deems necessary or useful.

2. DATAMARK SaaS. The specific DATAMARK internet-accessible service identified in Exhibit A that provides use and access of DATAMARK's VEP System and VEP Software that is remotely hosted by DATAMARK and/or its network provider and made available to Customer over a network on a term-use basis ("**DATAMARK SaaS**").

2.1. Authorization. DATAMARK hereby grants to Customer, during the Term, a non-exclusive, non-assignable, worldwide right to access, use, display, and execute the VEP Systems solely for the permitted Use by and through Authorized Users in accordance with the conditions and limitations set forth in this Agreement and up to the number of seats as documented in Exhibit C. DATAMARK hereby grants a non-exclusive, non-assignable, worldwide right to access, use, and display the VEP Software, and Related Materials. The grants herein are subject to and conditioned on Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement.

2.2. Remote Host. Customer acknowledges that this Agreement is a SaaS agreement and DATAMARK will not be delivering copies of the Software to Customer as part of this SaaS Agreement.

2.3. Customer Systems. Customer has and will retain sole control over the operation, maintenance and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the VEP Software and Related Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions or materials provided by any of them to the VEP Software or DATAMARK SaaS; (ii) results obtained from any use of the DATAMARK SaaS or Related Materials; and (iii) conclusions, decisions or actions based on such use.

2.4. License from Customer. Subject to the terms and conditions of this SaaS Agreement, Customer shall grant to DATAMARK a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Content, such as data and materials provided by Customer to DATAMARK for use in connection with the VEP Software, including, without limitation, customer applications, data files, and graphics, within the VEP System solely as necessary by DATAMARK to provide access and use of the VEP Software to Customer.

2.5. Customer Data; Resultant Data. As between Customer and DATAMARK, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to Customer Data and Resultant Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 2.6 hereto.

2.5.1. Consent to Use Customer Data, Resultant Data. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data and Resultant Data: (a) to DATAMARK, its Subcontractors and the DATAMARK Personnel as are necessary or useful to perform the DATAMARK SaaS; and (b) to DATAMARK as are necessary or useful to enforce this Agreement and exercise its rights and perform its obligations hereunder.

2.6. Reservation of Rights. Except as expressly set forth in Section 2.1 hereto, nothing in this Agreement grants any right, title or interest in or to, no license under any Intellectual Property Rights in or relating to, the VEP Software, VEP System, Related Materials, or Third Party Materials, whether expressly, by implication, estoppel or otherwise. Subject to Section 2.7 hereto, all right, title and interest in and to the VEP Systems, VEP Software, the Related Materials and the Third-Party Materials are and will remain with DATAMARK and the respective rights holders in the Third-Party Materials.

2.7. Restrictions. Customer will not and shall not permit anyone access or use of the VEP Software and Related Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not: rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available in whole or in any parts of the VEP System, the VEP Software, or Related Materials, to any Person or entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; access or use the subscription, VEP System, VEP Software, or the Related Materials for purposes of competitive analysis, the development, provision or use of a competing software service or product or any other purpose that is to DATAMARK's detriment or commercial disadvantage; or otherwise access or use the VEP System, VEP Software, or the Related Materials beyond the scope of the authorization granted under the terms of the SaaS Agreement.

2.8. Geographic Use. Customer shall only use the VEP Software for the geographic area for which its contract applies. Any use outside the geographic area will result in additional licensing fees.

3. Service Levels. The Service Level and Maintenance Agreement for the DATAMARK SaaS, the access and use of the VEP Software and VEP Systems is provided in Appendix A.

4. Customer Obligations.

4.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain and operate in good repair and in accordance with the Related Materials all Customer Systems on or through which the VEP Software is accessed or used; (b) provide DATAMARK Personnel with such access to Customer's premises and Customer Systems as is necessary for DATAMARK to perform the DATAMARK SaaS in accordance with the SLA of Appendix A and Related Materials; and (c) provide all cooperation and assistance as DATAMARK may reasonably request to enable DATAMARK to exercise its rights and perform its obligations under and in connection with this SaaS Agreement.

4.2. Effect of Customer Failure or Delay. DATAMARK is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**").

4.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 2.3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful hereto measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the DATAMARK SaaS and Related Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify DATAMARK of any such actual or threatened activity.

4.4. Audit. Customer gives DATAMARK unlimited rights to conduct an audit without advance notice to ensure that additional users that do not have licenses are not accessing the system. The DATAMARK SaaS may be suspended or terminated if DATAMARK believes, in its good faith and reasonable discretion, that: (i) Customer or any Authorized User has failed to comply with, any term of this Agreement, e.g., non-payment of fee, or accessed or used the DATAMARK SaaS beyond the scope of the rights granted, (e.g., more individuals accessing system than license paid for, etc.); (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the DATAMARK SaaS; or (iii) this SaaS Agreement expires or is terminated.

5. Data Obligations.

5.1. Security Measures. DATAMARK will employ security measures in accordance with applicable industry practice. The VEP Software secures and restricts data access to Customer Data and/or Resultant Data through customized download and editing modules eliminating a need for additional plugins or downloads. Access to the DATAMARK SaaS is restricted to Authorized Users only and no data is made publicly available. File level access or repository browsing are transmitted through secure channels, including HTTPS security, and such capabilities are secured and not exposed to any Customer, data files used with the VEP Software are scanned for virus and malware, security performed in virtually isolated digital locations for safety from other Customer Data and Resultant Data.

5.2. Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use and any data that is not accurate; (b) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the DATAMARK SaaS; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the VEP Software, VEP Systems, and Related Materials directly or indirectly by or through the customer systems or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use. Customer will retain sole responsibility for prohibiting any actions to bypass or breach any security or protection used by the VEP System and/or the VEP Software, by any authorized user of Customer, or those that thereby access or use the VEP System and/or the VEP Software, other than by an Authorized User through the use of his or her own then-valid Access Credentials.

5.3. Data Breaches. DATAMARK shall implement and maintain a program for managing unauthorized disclosure or exposure of Customer Data stored by or accessible through the VEP Systems ("Data Breaches"). In the event of a Data Breach, or in the event that DATAMARK suspects a Data Breach, DATAMARK shall (i) promptly notify Customer by telephone and (ii) cooperate with Customer and law enforcement agencies, where applicable, to investigate and resolve the Data Breach. DATAMARK shall give Customer prompt access to such records related to a Data Breach as Customer may reasonably request; provided such records shall be DATAMARK's Confidential Information pursuant to Section 8 (Nondisclosure), and DATAMARK shall not be required to provide Customer with records belonging to, or compromising the security of, it's other customers.

5.4. Access and Security. Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the DATAMARK SaaS; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the DATAMARK SaaS. Customer shall prohibit any actions to input, upload, transmit or otherwise provide to or through the VEP System, the VEP Software, or any of DATAMARK's computers or systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code, back door or otherwise damage, destroy, disrupt, disable, impair, interfere with, attempt to damage, interfere, or impede or harm in any manner the VEP System, the VEP Software, any DATAMARK Systems or activities related to DATAMARK's provision of VEP Software to any party, in whole or in part.

5.5. Suspension or Termination of Services. DATAMARK may suspend, terminate or otherwise deny Customer's, or any Authorized User's access to or use of all or any part of the VEP Software or Related Materials, without incurring any resulting obligation or liability, if DATAMARK receives a judicial or other governmental demand or order that requires DATAMARK to do so.

6. Orders and Payments.

6.1. Orders. All DATAMARK orders are subject to the terms and conditions of this contract and the Exhibits to the contract. If there is any conflict between an order and this contract, the contract is controlling. All services acquired by Customer shall be governed exclusively by this SaaS Agreement and the applicable Exhibits. Customer contract number assigned to a SaaS Agreement will be provided to DATAMARK, in writing, prior to the start of any work.

6.2. Invoice and Payment. The Customer agrees to pay DATAMARK the fees set forth in Exhibit B at a rate of compensation according to the deliverable payment schedule stated in Exhibit B. DATAMARK shall invoice Customer for all fees on the SaaS Agreement effective date. Customer shall pay all undisputed invoices within 30 days after Customer receives the invoice. Except as expressly provided otherwise, fees are non-refundable.

6.3. Fee Increases. DATAMARK Fees defined in Exhibit B of this Agreement are good for one (1) year from the execution of this agreement unless otherwise specified. If additional users are found to be accessing the system, DATAMARK shall invoice Customer for payment by billing Customer for the additional users.

6.4. Payment. Customer shall pay all Fees and Reimbursable Expenses within thirty (30) calendar days after the date of the invoice therefor. Customer shall make payments to the address or account specified on the invoice or such other address or account as DATAMARK may specify in writing from time to time.

6.5. Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. To the extent required by applicable law, Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on DATAMARK's income. Customer hereby agrees to indemnify DATAMARK should any taxes be levied against DATAMARK for which Customer is responsible under applicable law.

7. Term and Termination.

7.1. Initial Term. The term of this Agreement shall begin on the effective date and shall continue as described in Section 7.3.

7.2. Termination. Either party may terminate this SaaS Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days after receipt of notice of such breach.

7.3. Renewal. This Agreement shall automatically renew on expiration of the (12) month term for additional (12) month periods, unless either party requests termination at least thirty (30) days prior to the end of the then-current term. VEP is sold on an annual subscription basis. The price of the software will increase by 5% each year from the previous year's price. The price increase is compounding.

7.4. Effect of Expiration or Termination.

7.4.1. Upon any expiration or termination of this Agreement, DATAMARK shall immediately cease providing the VEP Software and all usage rights granted under this SaaS Agreement shall terminate.

7.4.2. If DATAMARK terminates this SaaS Agreement due to a breach by Customer, then Customer shall immediately pay to DATAMARK all amounts then due under this SaaS Agreement and to become due during the remaining term of this SaaS Agreement, but for such termination. If Customer terminates this SaaS Agreement due to a breach by DATAMARK, then DATAMARK shall immediately repay to Customer all pre-paid amounts for any unperformed DATAMARK SaaS scheduled to be delivered after the termination date.

7.4.3. DATAMARK agrees to preserve and back up Customer's entire database as it would have had the Agreement not been terminated. Customer shall make arrangements for the transfer of such data back to Customer at Customer's costs within thirty (30) days of any termination unless such termination is a result of Customer's failure to pay DATAMARK any amounts due hereunder, in which case, Customer is not entitled to any such data until its account is made current. In all events, DATAMARK shall preserve Customer's data for no more than five years following termination of this Agreement.

8. Confidentiality.

8.1. Definition. "Confidential Information" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this SaaS Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself, including trade secrets, secret designs, research and development disclosures, or proprietary information. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Customer Content as contemplated by this SaaS Agreement, Customer Content is deemed Confidential Information of Customer. DATAMARK Software and Documentation are deemed Confidential Information of DATAMARK.

8.2. Confidentiality. During the term of this SaaS Agreement and for 5 years thereafter, each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this SaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder. Each party may disclose

Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

8.3. Exceptions. Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this SaaS Agreement and the relationship of the parties, but agrees that the specific terms of this SaaS Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this SaaS Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.

9. Representations and Warranties.

9.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that:

a) it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement;

c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

d) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

9.2. Additional Customer Representations, Warranties and Covenants. Customer represents, warrants and covenants to DATAMARK that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by DATAMARK and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

9.3. Warranty and Disclaimer. DATAMARK shall use reasonable efforts consistent with prevailing industry standards to maintain the DATAMARK SaaS in a manner which minimizes errors and interruptions in the DATAMARK SaaS and shall provide access and use of the VEP Software and perform implementation of VEP Systems in a professional and workmanlike manner. The DATAMARK SaaS may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by DATAMARK or by third-party providers, or because of other causes beyond DATAMARK's reasonable control, but DATAMARK shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service interruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE DATAMARK SAAS WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE VEP SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE VEP SOFTWARE AND VEP SYSTEMS ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9.4. Indemnification.

9.4.1. Indemnification by DATAMARK. If a third party makes a claim against Customer that the SaaS Services infringe any patent, copyright or trademark, or misappropriates any trade secret, DATAMARK shall defend Customer and its directors, officers and employees against the claim at DATAMARK's expense and DATAMARK shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by DATAMARK, to the extent arising from the claim. DATAMARK shall have no liability, duty to defend, or indemnify for any claim based on (a) the Customer Content, (b) modification of the DATAMARK SaaS not authorized by DATAMARK, or (c) use of the DATAMARK SaaS other than in accordance with the Documentation and this SaaS Agreement. DATAMARK may, at its sole option and expense, procure for Customer the right to continue use of the SaaS Services, modify the SaaS Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Customer any amount paid by Customer with respect to the Subscription Term following the termination date.

9.4.1. Indemnification by Customer. If a third party makes a claim against DATAMARK that the Customer Content infringes any patent, copyright or trademark, or misappropriates any trade secret, Customer shall defend DATAMARK and its directors, officers and employees against the claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim. Customer shall defend and indemnify DATAMARK for any claim based on (a) the Customer Content, (b) modification of the DATAMARK SaaS not authorized by DATAMARK, or (c) use of DATAMARK SaaS other than in accordance with the Documentation and this SaaS Agreement.

9.4.2. Conditions for Indemnification. A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.

9.4.3. DATAMARK may, if threatened with infringement or an enjoinment, at its option and sole cost and expense: by written notice to Customer, terminate this Agreement with respect to all or part of the VEP Software and Related Materials, and require Customer to immediately cease any use of the VEP Systems and Related Materials or any specified part or feature thereof.

9.5. No Other Rights. Customer has no title to or ownership of, any intellectual property rights with respect to the Software including, without limitation, any related copyrights, trademarks, patents, trade secrets, or inventions performed with the VEP Software, DATAMARK VEP computer source code, descriptions of the VEP Software, and other intellectual property rights in the underlying functions, look, and feel of the VEP Systems. Customer has only the granted rights with respect to the Software that are expressly set forth in this Agreement. Customer has no other rights, implied or otherwise. Customer acknowledges and agrees that the Software is being licensed, not sold, and that rights to access the Software are acquired only under this license from DATAMARK. The source code of the Software constitutes valuable trade secrets of, and confidential and proprietary information to, DATAMARK and its suppliers, and (a) may not be distributed, disclosed or otherwise provided to third parties, and (b) may be used only internally and only in conjunction with and for Customer's own authorized internal use of the Related Materials.

10. Limitations of Liability.
NEITHER PARTY (NOR ANY SERVICE, LICENSOR OR OTHER SUPPLIER OF DATAMARK) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE. The foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under Sections entitled "Restriction", "Indemnification", or "Confidentiality".

11. General Provisions.

11.1. Non-Exclusive Service. Customer acknowledges that SaaS Services are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict DATAMARK's ability to provide the SaaS Services or other technology, including any features or functionality first developed for Customer, to other parties.

11.2. Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating other relationships between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Except as provided in this SaaS Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.

11.3. Publicity. DATAMARK may include Customer's name and/or logo in its customer lists and on its website. Upon signing, DATAMARK may issue a high-level press release announcing the relationship and the manner in which Customer will use the DATAMARK Software and System solution. DATAMARK shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release if necessary.

11.4. Export Regulations. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the SaaS Services. Customer agrees that such export control laws govern its use of the DATAMARK SaaS (including technical data) and any SaaS deliverables provided under this Agreement, and Customer agrees to comply with all such export laws and regulations. Customer agrees that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.

11.5. Notices. Except as otherwise permitted in this SaaS Agreement, notices under this SaaS Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified U.S. mail, (b) when transmitted if sent by facsimile or email, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at the address set forth on the cover page of this SaaS Agreement.

11.6. Interpretation. The parties intend this SaaS Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

11.7. Headings. The headings in this SaaS Agreement are for reference only and do not affect the interpretation of this Agreement.

11.8. Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.

11.9. Entire Agreement. This SaaS Agreement (including the exhibits and appendices) constitute the entire, fully integrated agreement between the parties with respect to the subject matter hereof. Standard or printed terms contained in any purchase order or sales confirmation are deemed

rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

11.10. DATAMARK Personal Data Obligations. In performing the SaaS Agreement, DATAMARK will comply with the Michael Baker, International (Michael Baker) Privacy Policy, which is available at https://mbakerintl.com/privacy-policy/, and incorporated herein by reference. The Michael Baker Privacy Policy is subject to change at Michael Baker's discretion; however, Michael Baker's policy changes will not result in a material reduction in the level of protection provided for Customer data during the period for which fees for the VEP Software have been paid. The policies referenced in this SaaS Agreement specify our respective responsibilities for maintaining the security of Customer data in connection with the SaaS Agreement. DATAMARK will only process Customer Personal Data in a manner that is reasonably necessary to provide a VEP System and/or VEP Software and will only process Customer Personal Data for the purpose of delivering DATAMARK SaaS.

11.11. Assignment. Neither party may assign this SaaS Agreement or any right under this SaaS Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this SaaS Agreement to an acquirer of all or substantially all of the business of such party to which this SaaS Agreement relates, whether by merger, asset sale or otherwise. This SaaS Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this SaaS Agreement, provided, however, that such party shall not be relieved of any obligation under this SaaS Agreement.

11.12. No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or because of this Agreement.

11.13. Severability. If any term of this SaaS Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this SaaS Agreement shall remain in full force.

11.14. Surviving Terms. Sections 1, 2, and 7 through 11 of this SaaS Agreement shall survive the expiration or termination of this SaaS Agreement for any reason.

11.15. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Pennsylvania without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Pennsylvania.

11.16. Compliance with Laws. DATAMARK shall comply with all applicable local, state, national in connection with its delivery of the DATAMARK SaaS, including those laws related to data privacy, and the transmission of technical or personal data.

11.17. Dispute Resolution. Customer's satisfaction is an important objective to DATAMARK in performing its obligations under this SaaS Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this SaaS Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.

11.18. Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Software as a Service Agreement as of the provided effective date: _____.

MICHAEL BAKER INTERNATIONAL, INC.	**CUSTOMER**
Signature:	Signature:
Name: Dan Kieny	Name:
Title: President	Title:
Date:	Date:

EXHIBIT A: SCOPE OF WORK

This scope includes Editor services of DATAMARK VEP and MSAG Generator described in detail below.

DATAMARK VEP (Validate, Edit, and Provision)

VEP is a cloud-native service for public safety GIS data aggregation, preparation, analysis, and maintenance. VEP provides a highly configurable user-friendly interface for GIS and non-GIS personnel to perform location data validation, editing, and quality control in alignment with NENA Next Generation 9-1-1 (NG9-1-1) data standards and GIS industry best practices. VEP supports data from local and regional GIS data providers and neighboring 9-1-1 authorities.

VEP is designed to support the most current NENA NG9-1-1 GIS Data Model and to provide the flexibility to incorporate custom fields and additional schema requirements from our clients' GIS datasets. As Duval County implements the NENA NG9-1-1 GIS Data Model, VEP will become an integral service for validating, editing, and aggregating GIS data from multiple sources that will be provisioned into the NG9-1-1 GIS Core Services (NGCS) solution.

DATAMARK's technical team, comprised of experts in NG9-1-1 requirements and public safety data workflows, is ready to support Duval County by providing:

- Highly configurable GIS data management solutions for novice to expert level GIS users
- Dedicated technical support of the VEP system
- Comprehensive data QC and validations to prepare data for NG9-1-1
- Platform agnostic design supporting existing public safety systems including CAD, CAD mapping, and AVL

Software as a Service (SaaS) Solution

VEP is a true SaaS service that provides end users with a secure, web-based system for collecting, preparing, maintaining GIS data. VEP streamlines and optimizes editing and validation processes for provisioning data in 9-1-1 systems and other systems reliant on accurate, reliable GIS information. VEP requires no additional investment in specialized hardware or software.

Cloud-Native GIS Data Management Software

VEP leverages the benefits of cloud-native application development including on-demand access to powerful computing resources, modern data and application services, and dynamic coordination of development activities. This enables DATAMARK to effectively stay ahead of changes to industry processes and standards and bring meaningful product innovations to market faster than traditionally developed software platforms.

VEP Software Subscription

VEP is offered in two subscription models, VEP Validator and VEP Editor, to address the broad range of requirements of local, regional, and state GIS stakeholders. Additionally, VEP Aggregator provides purpose-built solutions to regional and state organizations for aggregating and managing consolidated GIS datasets used in legacy 9-1-1, NG9-1-1, and other applications.

VEP Validator

Validation is the process of validating and aggregating GIS, MSAG, and ALI data using VEP's data validations. VEP Validator is used to perform a broad range of validations across dozens of categories, configured for each client's specific GIS data management requirements. Validation results are downloadable as markup tables for use within Duval County's GIS environment. VEP's validation features are included in all subscription types.

Validator subscription includes Administrator and Validator user roles; the number of users is based on client population. Additional Validator and Administrator users can be added for additional fees. Validator subscription does not include Editor, Observer, or Aggregator functionality. VEP's user roles are defined in detail in the VEP User Roles section, below.

GIS Data Validation

VEP's validation engine includes a comprehensive suite of tools used to validate and aggregate GIS, MSAG and ALI data which meets and exceeds NENA validation standards. The validation engine enables administrators to run unique QC checks on demand, including DATAMARK's unique Fishbone Analysis.

VEP Validator identifies schema inconsistencies and incompleteness and identifies spatial anomalies and discrepancies within the various datasets. VEP's validations evaluate attribute, topological, and spatial accuracy within each layer and performs cross-feature validations. These validations meet and exceed the NENA standards and include additional checks that support GIS industry best practices for quality control assessments. VEP Validator delivers a comprehensive series of reports on anomalies and changes over time.

Fishbone Analysis

VEP's fishbone analysis compares the placed address point to its geolocated location on the road centerline. This process creates a line between the two locations which provides a powerful dataset for analysis. In clean GIS data, this typically resembles a 'fishbone' with no crossed lines. Where lines cross, a potential anomaly may exist in the GIS data. Data with crossed fishbone lines may be marked as an exception in VEP, following review, to avoid being flagged in future validations.

This analysis reveals anomalies such as address points on the wrong side of the road, out of order address points, or a range of other anomalies.

Fishbone analysis will show an address point that maps to multiple road centerlines and shows attributes duplicated on multiple road segments, or where ranges overlap, causing the address point to be placed on both segments.

Where traditional address point comparison methods may produce false positive results, VEP Validator's fishbone analysis draws a line from the address point to where it falls on its street centerline range as shown in the figure below.

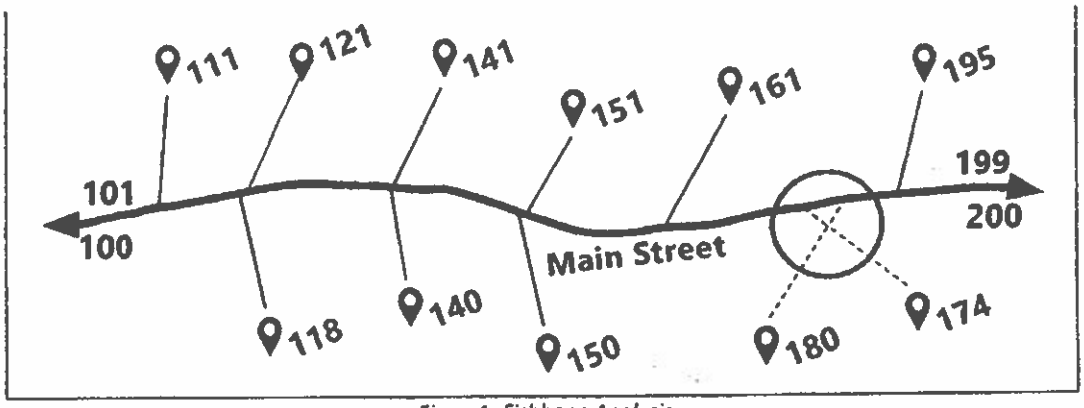

Figure1: Fishbone Analysis

Example: If the address range of Main Street is 100-200, 150 Main Street will draw to the center of that Main Street centerline segment. In clean GIS data, the visual analysis typically resembles a fishbone along the 100-200 range of Main Street. The crossed lines for 174 and 180 Main Street show a potential anomaly in the GIS data to be reviewed and resolved.

VEP Editor

VEP Editor provides a web-based editing interface that enables users to create, maintain, update, validate, and export public safety GIS data. VEP's editing environment includes a comprehensive suite of tools and becomes a force multiplier for GIS departments with limited resources. Editor subscription also includes VEP's Observation features, described below.

Editor subscription includes VEP's validation, editing, and provisioning features. The number of end users who can access the system is based on client population; access for additional Administrator, Editor, Validator, and Observer end users is available for additional fees. VEP's user roles are defined in detail in the VEP User Roles section, below.

Web-Based GIS Editing

VEP Editor's secure web-based editing environment supports experienced GIS users and can be accessed by non GIS personnel who have been provided with access credentials without requiring separate expensive GIS desktop software, plug-ins, or extensions. This reduces operating costs, reduces the time spent administering standalone GIS solutions, and enables non-GIS users such as dispatchers, fire inspectors, and other authorized personnel to make meaningful contributions to the Client's 9-1-1 and public safety GIS data.

Observation

VEP Editor subscription includes observation features which enable non-editors to drop a point on the map and record observations which will be reviewed and processed by GIS editors. The Observation function's ability to provide GIS data feedback from creates operational transparency, increases communication between public safety and GIS professionals, and improves the quality of the 9-1-1 and NG9-1-1 GIS data in real-time.

Example: A fire engine misrouted to an incorrect location will inform the dispatcher of the routing issue. The dispatcher, who is not a GIS data editor, can use VEP's Observer features to create an observation point and report the routing error. This will send a notification to the GIS authority's GIS data editors, creating an audit trail the editor can use to investigate the issue, resolve any problems in the GIS data, and report how the reported observation was processed.

GIS Data Provisioning with VEP

Editor subscription both include VEP's GIS data provisioning functions and features. Implementation of VEP includes provisioning to Duval County's native GIS schema and to the NENA NG9-1-1 GIS schema. VEP is platform-agnostic and capable of provisioning GIS data into currently available Spatial Interface (SI) systems.

VEP's download function offers the ability to effectively field map the default database into a custom schema of choice. This functionality enables the client to support multiple public safety and government enterprise

systems without needing to change business practices, systems, and data schemas. Examples of relevant output schemas include:

- CAD systems (to potentially include regional stakeholders')
- Transportation
- Asset Management
- Permitting
- Mobile data collection application

VEP User Roles

Each VEP subscription model provides clients with specific numbers and types of end user subscription. Access to VEP is based on user role and subscription level, to ensure each user of the system has the features, functions, and tools necessary to perform the tasks that meet Duval County's goals while maintaining security and access control.

VEP user roles are described below:

The **Administrator** role is included in each VEP subscription type and provides users the access to review and approve edits, provisions users and permissions, limits configuration capabilities for display and web service content of the Editor map, and more. This is the highest permission level assigned in the VEP system.

The **Validator** role provides access to VEP's upload, validate, and download functions used to perform data validation and quality control.

The **Editor** role provides access to the VEP dashboard and to the map interface used to perform geometry and attribute edits and validation markups.

The **Observer** role provides access to the map interface to create observations. Observers do not have access to VEP's editing functions.

This proposal includes VEP Editor subscription for the following user roles:

User Role	Number of Users
Administrator	1
Editor	1
Validator / Observer	3

Table 1: User Roles and Number of Users

VEP Software Support

Software support for VEP is included in the annual SaaS subscription and provided through the term of the SaaS Agreement with Duval County.

VEP's annual subscription includes access to an online support and self-service knowledge center. The DATAMARK VEP Support Center is the first stop for questions about VEP workflow, functionality, and enables users to request support, report issues, and search an online library of videos and articles for information about the system.

DATAMARK VEP Support Center

Duval County's VEP users will be provided with access to the Support Center through the VEP user interface. The VEP Support Center includes an online support ticket system, a knowledge center to query common issues and system documentation, and a module-based library of user guides, how-to articles, FAQs, video workflow tutorials, and video tips and tricks.

VEP Support Tickets

VEP provides users with secure access to the Support Center ticket system. This system is used to submit, review, and track the status of support tickets. The DATAMARK VEP Technical Support team responds to Support tickets, users can track the status of support tickets directly from the VEP Support Center.

VEP SaaS Agreement

This proposal includes VEP subscription provided to Duval County for a period of 5 years.

VEP is sold through an annual subscription service and is subject to an annual fee. VEP is provided as a software subscription and contracted through the execution of DATAMARK's SaaS Agreement. The agreement will be automatically renewed unless notice of cancelation is received 60 days before the renewal date.

CLIENT

- Participate in a review of client GIS data field mapping for upload into VEP
- Provide a space, computers, and internet connections for training

DATAMARK

- Conduct the review of GIS data field mapping for upload into VEP with Client
- Provide user access to VEP and the knowledge base/ticketing system
- Conduct VEP end-user training

MSAG Generator™

The migration from legacy 9-1-1 systems to NG9-1-1 is evolutionary and introduces fundamental changes to emergency call routing and location validation. Moving to NG9-1-1 will require the continued use and management of the Master Street Address Guide (MSAG) during the entire transition period before geospatial call routing and location validation are fully implemented. During this period, the deployment of a GIS-based MSAG to support the legacy 9-1-1 environment is critical to maintaining 9-1-1 operations and ensuring the successful implementation of NG9-1-1.

DATAMARK's MSAG Generator enables GIS and 9-1-1 authorities to create a GIS-based MSAG that maintains continuity between the GIS data layers used in NG9-1-1 and the legacy MSAG. A geospatial MSAG replaces the

legacy MSAG for call routing and location validation and is configured following the *NENA Standard for the NG9-1-1 GIS Data Model.*

MSAG Generator delivers optimal support of Duval County's legacy and transitional environment with a solution designed specifically to create and manage a GIS-based MSAG directly from Duval County's existing NG9-1-1 Road Centerlines data. MSAG Generator is provided as an additional module within DATAMARK VEP and operated through VEP's intuitive web-based user interface. This integrated access to MSAG Generator within VEP enables users to create a GIS-based MSAG anytime, on-demand.

MSAG Generator can be included with any VEP subscription and is subject to an annual fee. Training for the MSAG Generator solution will be provided virtually by DATAMARK's VEP training team.

DATAMARK

- Conduct MSAG Generator end-user training

EXHIBIT B: COMPENSATION AND PAYMENT

Annual subscription for software products will begin and be invoiced upon execution of the VEP SaaS agreement.

Service	Year 1	Year 2	Year 3	Year 4	Year 5	Total
VEP Editor Services	$63,000	$66,150	$69,458	$72,930	$76,577	**$348,115**
MSAG Generator	$7,500	$7,500	$7,500	$7,500	$7,500	**$37,500**
	$70,500	**$73,650**	**$76,958**	**$80,430**	**$84,077**	**$385,615**

Exhibit C

CUSTOMER USE AUTHORIZATION

Subscriber Name	VEP Type	Tier	A	E	V/O	Specified Rights for Identified Use
Duval County	Editor	6	1	1	3	N/A

Key: A – Administrator; E – Editor; V – Validator; O – Observer

Appendix A

SAAS SERVICE LEVEL AND MAINTENANCE AGREEMEMT

The purpose of this SaaS Service Level and Maintenance Agreement (SLA) is to define the Service Level for the maintenance and support of the DATAMARK SaaS ("VEP Software"). The VEP Software shall be accessible 24 hours per day, 365 days per year subject to routine maintenance and unexpected outages.

Service Level Agreements are used as a tool to measure and guide DATAMARK and Customer in achieving the goals for effective delivery of all DATAMARK SaaS to the Customer. DATAMARK is providing Customer with the capability to run the VEP Software in a hosted environment. DATAMARK may choose to work with other Internet or Application service providers in providing its SaaS to Customer.

The SLA may be modified by DATAMARK from time to time. Updates to the SLA can periodically be found on the DATAMARK VEP Knowledge base accessed through Customer VEP portal. If a modification is unacceptable to Customer, Customer may cancel a subscription, upon written notice to DATAMARK. If Customer continues to use the VEP Software, Customer will be deemed to have accepted the modification. The following SLA shall outline DATAMARK's service level commitment:

1. The VEP Software

Specifically, DATAMARK will provide the following:

- **Application Administration**
  Software installation and software updates (patches, upgrades, support, and maintenance)
- **Technical Support**
  Online email support during coverage hours, 24x7 access to support portal
- **SaaS Management**
  Client activation, security monitoring, change control, problem management, and escalation procedures
- **System Administration**
  System configuration, deployment, support, monitoring, response, repair, tuning and capacity planning
- **Network Administration**
  Network provisioning, monitoring, response, repair, security, utilization management and capacity planning
- **Data backup and retention**
  Backups of Customer data

Customer is responsible for purchase and maintenance of its own equipment, hardware and access, including but not limited to network and data connection, to establish a connection to the Internet.

2. Server Environment

2.1 Cloud Services

The VEP Software is hosted in a secure Amazon Web Services (AWS) cloud environment. Note: AWS ensures data centers are equipped with back-up power supply to ensure power is available to maintain operations in the event of an electrical failure for critical and essential loads in the facility. Dedicated compute power for RDS may be allocated to Customers upon request with additional fees.

2.2 Security

DATAMARK ensures that Customer data is protected with data encryption, user authentication, application security, and more. The VEP Software adheres to the following security measures and plans:

- NIST SP 800-53
- Data encryption at TLS
- Proactive Intrusion Detection and Prevention
- Amazon Web Service backup and recovery procedures

Specific measures include:

- All servers are located behind the firewall with only essential ports enabled.
- All firewalls have Intrusion Detection enabled.
- SSL encryption

3. Service Measures

3.1 Availability

The following availability will be maintained:

Measurement	Definition	DATAMARK SLA
Software Availability	The periods of time that the Software is available for use by the Customer not including scheduled downtime.	24 x 7 x 365, 99.5% average over a month not including scheduled downtime.
User Response Time	The time it takes for the Software to complete a user request and return a response.	Because of many external factors involved in this measurement, the response time cannot be specified.
Backups	Customer data as well as application installation backups	Full database backups of Customer Data are performed routinely every evening. Backup files will be retained for 2 days.
Restoration of SaaS	In the event of a major disaster event, such as flooding of the hosting facility or an earthquake that destroys the infrastructure.	DATAMARK will restore VEP Software at one or more alternate locations within 3 business days.
Maximum Restore Age	It is the maximum age of the data should we need to restore production data from backup.	No more than 48 hours.

Problem Response Time	Provision of user support. Primary Coverage will be 8am- 8pm Eastern time Monday through Friday, excluding statutory holidays. Response time will be calculated by dividing the numbers of issues responded to in one hour or less divided by the total number of issues received for the month.	90% of issues responded to in one hour or less during primary coverage. We are targeting a 90% compliance rate that every issue will be responded to in one hour or less during primary coverage. To calculate this, we take: # of issues responded to in 1 hr or less / total number of issues. For example, if a customer logs 10 issues in 1 month and 9 of them were responded to in 1 hour, we have a 90% compliance rate which means we hit our target.

3.2 Priority Levels

Priority Level	Definition	Expected Response	Communication Intervals
Priority 1	Critical System Issue – Complete System Outage	Support Team takes ownership of Problem – Implements emergency plan. System Monitoring is initiated internally.	4 hour maximum
Priority 2	Major Impact – Impact to the Customer's Business with no work around	Problem is worked on continuously until it is resolved, or a reasonable workaround is applied, during normal business hours.	8 hour maximum
Priority 3	Large impact – Significant inconvenience to customers where a workaround might be implemented	Work is expected to continue on a workday basis until a more permanent solution is in place.	24 hour maximum
Priority 4	Small to Minor Impact – Minor to Small Inconvenience	Resolution is worked into a planned project list and schedule or it can be deferred until there is time allowed in the project schedule.	Initial response within 72 hour maximum, ongoing weekly updates
Priority 5	Reported bugs or requested enhancements	Bugs are fixed if they are impacting clients' business. Enhancements are evaluated if approved at DATAMARK'S sole discretion added to the development roadmap as prioritized.	Quarterly unless bug fix is critical to clients' business

3.3 Downtime / Maintenance

DATAMARK periodically adds, repairs, and upgrades the data center hardware and the Software and shall use its best efforts to accomplish this without affecting the Customer's access to any Software; however, repairs of an emergency or critical nature may result in the VEP Software not being available for the Customer's usage during the course of such repairs. DATAMARK reserves the right to take down the server(s) at the data center in order to conduct routine maintenance to both software and hardware according to the following protocols:

Item	Description	Commitment
Standard Maintenance Window	Monday - Sunday:	

	1 am – 4 am Pacific Time	
Scheduled Upgrades & Maintenance	Regular planned uploads of new functionality will take place during the release schedule window. The release schedule includes four (4) quarterly releases and other hotfixes, patch releases and maintenance upgrades.	- Minimum of 5-day Notice prior to the upload going into the production environment. - A message will be displayed on the main site stating DATAMARK is down during scheduled upgrades.
Non-Scheduled/Emergency Maintenance	May be performed outside the maintenance window and will be counted as unscheduled downtime.	- Customer will be notified immediately providing Customer as much prior notice as is commercially practicable of all such emergency maintenance to be performed on the VEP Software. - A message will be displayed on the main site stating DATAMARK VEP Software is down. - Provide a general description of all such emergency maintenance performed no more than ten (10) calendar days following completion of such emergency maintenance.

4. Compatibility with New Software

4.1 Customer consents and acknowledges that prior to upgrading customer's third-party software, the Customer is solely responsible to verify and ensure that such third-party software is compatible with their current or future versions of Software. The most significant applications which the Customer should carefully check for compatibility before upgrading any other third-party tools used with, by, or integrated with the Software. DATAMARK will not be responsible for any failures or malfunctions' resulting from such upgrade and reserves the right not to provide support for such installations.

5. Limitation of the SLA

5.1 DATAMARK agrees to maintain uptime of at least 99.5% ("Minimum Uptime Level") excluding Routine and Minor Outages. To the extent that DATAMARK fails during any calendar month to provide the Minimum Uptime Level, it shall provide, upon request of Customer, a pro-rated credit to Customer to compensate for the amount of downtime that exceeds the permitted downtime pursuant to this paragraph. Credits granted hereunder shall be determined within a reasonable amount of time.

5.2 DATAMARK will use commercially reasonable efforts to make the Hosted VEP Software available during the applicable Service Windows (except during Force Majeure events) and in accordance with generally recognized industry Service Level Standards for non-mission-critical SaaS applications, excluding unavailability as a result of any of the Exceptions described below in this this Section. "Service Level Failure" means a material failure of the

DATAMARK SaaS to meet the Availability Requirement. "Available" means the DATAMARK SaaS is available for access and use by Customer and its Authorized Users over the Internet and operating in material accordance with the Specifications.

5.3 Customer must inform DATAMARK's Technical Support Department by email (a "Credit Request") within ten (10) days from the end of the month in which the Customer believes that DATAMARK did not satisfy the Availability Commitment, in each instance, and the Credit Request must include a listing of the date(s), time(s) and duration of the downtime experienced during the applicable month. Failure to do so, in any instance, will forfeit Customer's right to seek a credit from DATAMARK for the failure to achieve the Availability Commitment during the month at issue. Customer's right to receive a credit for a failure to meet the Availability Requirement for a given month shall be Customer's exclusive remedy in connection with the Outage(s) giving rise to the credit. The aggregate maximum value of credits to be issued by DATAMARK to Customer for any and all Outages that occur in a single month will not exceed twenty percent (20%) of the Monthly Annual Fees.

5.4 The SLA expressly excludes, and neither the DATAMARK SaaS will be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its Authorized Users to access or use the DATAMARK SaaS that is due, in whole or in part, to any of the following:

a) Scheduled Downtime, or disabling, suspension and/or termination of the DATAMARK SaaS pursuant to the SaaS agreement;
b) Installation, configuration and technical support for DATAMARK SaaS;
c) Technical support, consultation or problem resolution pertaining to software applications other than those supplied by DATAMARK and described in this Agreement including access to or use of the VEP Software by Customer or any Authorized User, or using Customer's or an Authorized User's Access Credentials, that does not strictly comply with the SaaS Agreement, Customer Failure, Customer's Internet connectivity, failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by DATAMARK pursuant to this Agreement;
d) Resolution of problems resulting from negligence of the system user. Including specifically the incorrect data entry, the use of altered data or source code and the failure to use the Software according to the instructions provided in the user guide;
e) Support for development (SDK, Web pages, etc.), integration and custom reports, whether developed by Customer or any party other than DATAMARK;
f) Any alterations or additions, performed by parties other than DATAMARK, except for programs using product interfaces provided by DATAMARK;
g) Use of the Software on an Operating Environment other than that for which such Software was designed, except as expressly prescribed in the user guide;
h) Maintenance and support for non-production environments and sand boxes; and
i) Data migration.

5.5 If Customer requires that a member of DATAMARK's staff provide services pertaining to any of the above exclusions which are not included as part of the SLA, Customer hereby agrees to pay DATAMARK for these services according to the daily support service rate then

in effect, prorated hourly.

EXHIBIT A: SCOPE OF WORK

This Scope of Work is attached to and made part of the GSA Federal Acquisition Services contract 47QRAA21D008D, between Duval County and DATAMARK, the public safety division of Michael Baker International, Inc.

This scope includes Managed Services, Address Comparison and Evaluation (ACE), Boundary Assessment Facilitation, and GIS Data Support Services, described in detail below.

Managed Services

As a participating county within Florida Region 3, Duval County will provide local NG9-1-1 data to the regional GIS repository. DATAMARK's managed services include ongoing management of VEP Aggregator described below. DATAMARK will ensure participating counties submit data to the regional repository in accordance with a schedule defined by Florida Region 3. DATAMARK's managed services include all activities associated with creating a regional repository and ensuring participating counties have unlimited access to regional GIS data. DATAMARK will perform data aggregation on a weekly basis.

VEP Aggregator

VEP Aggregator provides regional public safety GIS stakeholders with solutions for consolidating GIS data from multiple sources into a single database, performing cross-jurisdictional validations on the aggregated dataset, identifying anomalies in the data, and exporting the dataset. After anomalies are identified, before they are exported, they are sent back to the original jurisdiction for review, correction, and resubmission.

Centralized, regional management and ongoing validation of the aggregated GIS dataset streamlines its use across public safety platforms, including legacy 9-1-1, NG9-1-1, Computer-Aided Dispatch (CAD), and others.

VEP Aggregator does not require the purchase of additional software or tools and includes VEP's validation and provisioning features. Consolidating and synchronizing local and regional databases is a seamless process using Aggregator from the VEP system dashboard. As local jurisdictions submit data into the aggregated dataset, regional GIS administrators supporting the database can use Aggregator to perform to the following tasks:

- Input local GIS data to an aggregated database
- Perform validations focused on boundary, address point, and road centerline data
- Identify anomalies in the data including boundary gaps, overlaps, and other anomalies
- Export aggregated data in the NENA NG9-1-1 GIS schema

Aggregator is provided to regional or statewide GIS stakeholders managing multi-jurisdiction implementations and includes VEP's validation and provisioning features. Aggregator is not meant to replace VEP Validator or Editor for the management of individual local or regional

datasets. Clients who currently use VEP to manage local GIS data can efficiently and easily submit their GIS into the aggregated dataset.

CLIENT

- Ensure local GIS data is marked Ready for Aggregation

DATAMARK

- Management of the regional GIS data repository
- Perform scheduled data aggregation
- Provide data to participating counties, when requested

Address Comparison and Evaluation (ACE)

The DATAMARK team will perform an Address Comparison and Evaluation (ACE) to compare a master address source to other sources containing address records and identify potentially missing address data. DATAMARK will verify Duval County address data against highly accurate location data, returning a report of the results and a table of missing addresses with the data.

The team will work with Duval County to identify which address sources are the best fit for use in the analysis. Duval County may provide up to five (5) data sources such as parcel or utility databases, waste management records, etc. for the DATAMARK team to compare to their master address dataset. ACE will be supplemented by a commercial list, provided by DATAMARK.

During the ACE, DATAMARK assigns a Weighted Confidence Score to each address in the master address source, based on its recurrence across the supplementary data sources and validation against commercial location data. This score allows us to assess the validity of address candidates identified as missing from the master address database.

After completing the ACE, DATAMARK provides a summary report of the results of the ACE and a table of potentially missing address candidates in tabular or spatial format. This table includes subaddress information (i.e. apartment, suite, etc.) identified in the analysis. DATAMARK will review the table to provide a breakdown of their confidence levels to prioritize investigation and placement within the master address database by Duval County. Placement of missing address point candidates in the master address database is not included with the ACE service.

CLIENT

- Provide master address database
- Provide up to five (5) spatial or tabular address data sources
- Review ACE results and report of missing address candidates

DATAMARK

- Provide report of the ACE process and summary of findings
- Provide feature class or tabular list of potentially missing address candidates, including subaddress data
- Procure additional commercial data to supplement ACE if necessary, following discussions with Client

Boundary Assessment Facilitation

The DATAMARK team will facilitate individual workshops between Duval County and four (4) neighboring PSAPs to discuss the placement of PSAP, Provisioning Boundary, and Emergency Service Boundaries (ESB). The workshops must include responsible parties who have the authority to make NG9-1-1 call routing decisions. The DATAMARK team will act as a neutral participant.

At the conclusion of the workshops, DATAMARK will provide a report summarizing action items and/or decisions made as it related to the placement of the NG9-1-1 boundaries. At the conclusion of boundary workshops, DATAMARK will perform final data edits to PSAP and ESB boundaries at the borders with neighboring counties..

Virtual Kickoff Meeting

Discuss the approach of the facilitated workshops, identify the role each participant will play, and what information is required, from whom, and when. The neighboring Counties involved in the boundary workshops include:

- Nassau County, FL
- Baker County, FL
- Clay County, FL
- St. Johns County, FL

Data Collection and Assessment (Prior to Workshop)

The DATAMARK team will request from each participating County the following GIS files three weeks prior to the workshop:

- Existing/Proposed PSAP boundary
- Existing/Proposed ESB/ESN/ESZ boundaries
- Existing/Proposed Provisioning boundary
- Street centerlines
- Address points (best available)
- Municipal Boundary (in GIS format, if available)

The DATAMARK team will notify the Client within one week if the requested data is not received. The DATAMARK team will accept GIS files until two working days prior to the workshop. Upon

receipt of the data, DATAMARK will compile the collected data into a map for review and discussion during the Facilitated Workshop(s).

Facilitated Workshop: PSAP Boundary and Data Maintenance Authority – Decision Making Process

The DATAMARK team will present to the group the maps prepared during the Data Collection and Assessment Phase. DATAMARK's role during the workshop is to operate the map, display areas of boundaries disagreement, provide best practice guidance, facilitate a workable solution, and document areas of interest during the meeting. Documentation, including best practice instruction, is provided back to the Client after the facilitated workshop(s). It is the discretion of the Client, and the neighboring Counties, to use the documentation to create an agreeable boundary. At the completion of workshops, DATAMARK will perform final edits to the PSAP, Provisioning, and Emergency Service Boundaries where those boundaries meet adjoining counties. This does not include boundaries which are located on the interior portion of the county.

Summary Boundary Facilitation Report

The Facilitated Workshop process is an important learning process for all participants. It is recommended each participating PSAP conduct a similar exercise with each of their adjoining neighbors. A Summary Report delivered to the Client will provide an opportunity to review the decision-making assistance process as well as lessons learned. As part of the Summary Report, the DATAMARK team will prepare a document that details each step in the process and the outcome of each Facilitated Workshop.

CLIENT

- Provide the names and contact information of participating PSAPs/Counties to DATAMARK
- Host the workshop(s) and find a suitable location(s)
- Provide Client GIS data for use in facilitated workshop(s)
- Accept final report

DATAMARK

- Facilitate a virtual project kickoff
- Facilitate sending workshop invitations and requesting GIS data of participating PSAPs/Counties
- Facilitate workshop(s)
- Send meeting minutes after each workshop
- Provide summary report with compiled documentation from each workshop(s)

GIS Data Support Services

DATAMARK's GIS and Public Safety professionals provide Data Support Services to clients requiring additional expertise from trusted advisors to support their data management operations. To ensure the county maintains NG9-1-1 data to meet NG9-1-1 standards, DATAMARK will provide the Duval County with 200 hours of data support after data creation and remediation is complete.

DATAMARK will provide GIS data support and legacy consulting services annually at a fixed rate. For each request under this task, DATAMARK will provide a task order with level of effort and receive approval before executing the task. All work will be performed during normal business hours. Tasks may include but are not limited to data creation, data remediation and MSAG / ALI consulting services.

Data support service hours are non-transferrable and expire at the conclusion of the contract year.

DATAMARK

- Provide data support services requested

Strategic Planning and Implementation Plan

DATAMARK's Strategic Planning services evaluate your current public safety, addressing, and GIS data environment, enabling us to deliver future state recommendations and create an implementation plan for developing accurate, reliable GIS workflows, addressing and data.

Strategic Planning services are delivered in phases. First, DATAMARK performs a Current State Assessment and Gap Analysis of our client's addressing and GIS data, data environment, and management processes to assess GIS data readiness for Next Generation 9-1-1 (NG9-1-1). The results of this assessment are then used to create and document Future State Recommendations to achieve the client's GIS data objectives, data management goals, and NG9-1-1 GIS data readiness. Following completion of the Strategic Planning services, DATAMARK formally reviews the results of the Current State Assessment and Gap Analysis and Future State Recommendations with the client.

DATAMARK's experienced GIS and addressing professionals will then develop a comprehensive Implementation Plan for clients requiring a detailed plan to implement the Future State Recommendations provided by our team. The Implementation Plan identifies the key stakeholders, resource staffing requirements, addressing and GIS technologies, processes, workflows, and deliverables to successfully put Future State Recommendations into action.

Phase 1: Current State Assessment and Gap Analysis

The Current State Assessment and Gap Analysis evaluates Duval County's GIS data, GIS and addressing workflows, processes, and the GIS environment to provide an accurate Gap Analysis and needs assessment of Duval County's GIS data and GIS data objectives.

Current State Assessment

The DATAMARK team conducts interviews with technical staff, internal stakeholders, and external stakeholders to develop a comprehensive understanding of the addressing and GIS data environment, and management processes. During the Current State Assessment, DATAMARK compares data management practices and workflows to NENA standards to determine readiness for deployment in current/legacy 9-1-1 and NG9-1-1 environments.

Gap Analysis

DATAMARK performs a Gap Analysis on NG9-1-1 related data to determine NG9-1-1 readiness and adherence to NENA NG9-1-1 standards. We assess Duval County's GIS and public safety data, including MSAG and ALI, for data quality using a comprehensive series of validations.

DATAMARK conducts a formal review of the results of the Current State Assessment and Gap Analysis. This review will include the findings of the Current State Assessment and the results of the data validations performed during the Gap Analysis.

The results of the Current State Assessment and Gap Analysis are used to develop Future State Recommendations. We will work with Duval County to discuss how the results impact your GIS data objectives and how they may be presented to support your GIS data objectives, data management goals, and NG9-1-1 GIS data readiness.

CLIENT

- Provide copy of current GIS data to DATAMARK for validation checks
- Provide documentation of GIS data workflows, address management, and public safety applications
- Provide introductions to key personnel for DATAMARK outreach
- Accept report of the Current State Assessment
-

DATAMARK

- Conduct interviews with client and stakeholders
- Perform validations on client GIS data
- Deliver Current State Assessment to Client

Phase 2: Future State Recommendations

DATAMARK develops Future State Recommendations based on the Gap Analysis and needs assessment, interviews, and data validations performed during the Current State Assessment.

DATAMARK will work with the project stakeholders to document GIS data objectives and data management goals. Recommendations are clearly defined and align to the GIS data objectives, specifically addressing the GIS stakeholders' goals, management processes, workflow, and quality issues. Recommendations are documented and reviewed with project stakeholders prior to release of the final report.

Future State Recommendations can be used to justify funding and grant requests, define deliverables for GIS data projects, determine needs for additional staffing, and develop the scope of services for location data projects and RFPs. DATAMARK's recommendations clearly identify the steps needed to resolve issues identified in the Current State Assessment, define the solutions and services that will improve the GIS data environment, and optimize data management workflows.

DATAMARK provides clients and stakeholders with a report which concisely details each of the Future State Recommendations for developing reliable high-quality public safety GIS data and creating efficient, consistent, and GIS data management processes.

Future State Recommendations require the completion of a Current State Assessment and Gap Analysis and are required to develop the Implementation Plan.

CLIENT

- Complete a Current State Assessment and receive results from DATAMARK
- Accept final report of Future State Recommendations

DATAMARK

- Deliver Future State Recommendations to Client

Phase 3: Implementation Plan

DATAMARK will create an Implementation Plan that clearly defines the stakeholders, resources, deliverables, technologies, processes, and project schedule necessary to implement the documented Future State Recommendations. The Implementation Plan is developed in close coordination with Duval County personnel and any external stakeholders. DATAMARK conducts hands-on workshops with client team members and project stakeholders to prioritize the most important needs, identifying:

- Resourcing required to implement each stage of the plan and responsible entities
- Technology resources required to support the plan
- Deliverables and timing for each stage of the implementation

Implementation Plan objectives are based on the Future State Recommendations and developed following the SMART philosophy. Each objective is Specific, Measurable, Assignable, Realistic, and Time-related. The Implementation Plan will also consider:

- Client requirements
- Time constraints
- Other critical projects
- Resource availability

DATAMARK conducts follow-up meetings with Duval County team members and project stakeholders to review the Implementation Plan and project schedule.

Development of an Implementation Plan requires the completion of both the Current State Assessment and Gap Analysis and Future State Recommendations.

CLIENT

- Complete and receive results of the Current State Assessment and Future State Recommendations services
- Accept completed Implementation Plan

DATAMARK

- Facilitate workshop sessions with client staff and external stakeholders
- Deliver completed Implementation Plan to Client
- Formal review of the Implementation Plan with the Client

PROJECT MANAGEMENT

A DATAMARK project manager will be assigned to the implementation of the proposed solution. The project manager will provide hands-on contact with Duval County and oversee all aspects of the project scope, schedule, and budget.

Project Kickoff

The DATAMARK team will set up the project for budget management and perform internal project startup tasks. The DATAMARK team will conduct a project kickoff meeting with key Duval County staff overseeing the project and other stakeholders deemed appropriate for the kickoff meeting by Duval County to establish a solid understanding of the project goals, timeline, and approach. Team members will be introduced at the kickoff meeting, and their project roles and responsibilities will be defined. The project schedule will be presented, with focus on the dates for key milestones, and the project management approach will be discussed. The DATAMARK team, in partnership with Duval County, will initiate the project and begin

execution of the Scope of Work within 15 business days of receiving a fully executed purchase order and/or fully executed contract, as applicable.

Approach

The DATAMARK team will outline the project management approach, techniques, and tools. The project management approach adheres to Michael Baker's practices for managing project finances, contracts, operations, and schedule.

Scope/Schedule/Budget Tracking

The DATAMARK project manager will perform ongoing tracking and monitoring of the scope, schedule, and budget to keep the overall project on track. This involves regular communication to the DATAMARK team on project status to keep the team focused and working efficiently.

Project Reporting

The project manager will provide project status reports to Duval County on a schedule to be determined during the kickoff meeting.

Project Invoicing

The project manager will provide invoices to Duval County on a monthly basis or by project milestone, as agreed to with Duval County.

CLIENT

- Participate in project kickoff meeting
- Review, comment on (as necessary), and approve monthly invoices

DATAMARK TEAM

- Project kickoff meeting
- Schedule project status calls and reports with the client
- Deliver invoices to the client

EXHIBIT B: COMPENSATION AND PAYMENT

DATAMARK will invoice Duval County on a monthly basis for services as they are rendered, not to exceed the total fixed price shown below.

Service	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Managed Services	$21,940	$23,037	$24,189	$25,398	$26,668	**$121,232**
Address Comparison & Evaluation	$52,370					**$52,370**
Boundary Facilitation	$29,199					**$29,199**
GIS Data Support Services	$29,600	$31,080	$32,634	$34,266	$35,979	**$163,559**
Strategic Planning & Implementation	$62,400					**$62,400**
	$195,509	**$54,117**	**$56,823**	**$59,664**	**$62,647**	**$428,760**

IN WITNESS WHEREOF, the parties hereto have executed this Scope of Work attached to and made part of the GSA Federal Acquisition Services contract 47QRAA21D008D, between Duval County and DATAMARK, the public safety division of Michael Baker International, Inc.

as of the provided effective date: _____.

MICHAEL BAKER INTERNATIONAL, INC.	**DUVAL COUNTY**
Signature:	Signature:
Name: Dan Kieny	Name:
Title: President	Title:
Date:	Date:

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/17/2023

APPROVED
By Kevin at 9:40 am, Jul 21, 2023

NLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS , EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES TUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Michael Baker International, Inc. 100 Airside Drive Moon Township PA 15108 USA	INSURER A: Zurich American Ins Co	16535
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570100864532 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL0419728101	08/30/2022	08/30/2023	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC419728201 AOS	08/30/2022	08/30/2023	X PER STATUTE / OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N N	N/A		WC419728501 WI	08/30/2022	08/30/2023	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Applicant and its subcontractors shall hold harmless, indemnify and defend the City of Jacksonville and their respective members, officers, officials, employees and agents shall hold harmless, indemnify and defend the City of Jacksonville and their respective members, officers, officials, employees and agents for GIS services are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

City of Jacksonville
501 E. Bay Street
Jacksonville FL 32202 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570100864532

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/17/2023

APPROVED
By Kevin at 9:41 am, Jul 21, 2023

ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS ND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES STITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Michael Baker International, Inc. 100 Airside Drive Moon Township PA 15108 USA	INSURER A: Columbia Casualty Company	31127
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570100864555 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	E&O - Technology			652433323 SIR applies per policy terms & conditions	05/22/2023	08/30/2024	Cyber SIR	$5,000,000 $250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Jacksonville
501 E. Bay Street
Jacksonville FL 32202 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570100864555

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Baines, Deidra B.

From: Collier, Kevin <CKevin@coj.net> on behalf of RiskReview <RiskReview@coj.net>
Sent: Friday, July 21, 2023 9:43 AM
To: Baines, Deidra B.
Subject: RE: Approved GSA Piggyback with Michael Baker for Datamark
Attachments: Approved Michael Baker International LLC - City of Jacksonville - 23071727786738 - 570100864555.pdf; Approved Michael Baker International LLC - City of Jacksonville - 23071727786738 - 570100864532.pdf

******EXTERNAL EMAIL SOURCE******

This email was sent from a non-JSO account. Do not open any links or any attachments unless you trust the sender and know the content is safe.

Please see attached.

Kevin

Kevin F Collier
Property & Casualty Insurance Compliance Manager
Finance and Administration Department
City of Jacksonville
117 W. Duval Street Suite 335
Jacksonville, FL 32202-3381
Ckevin@coj.net
904-255-5314
904-742-0040

Please note that under Florida's very broad public records law, email communications to and from City officials are subject to public disclosure.

From: Baines, Deidra B. <Deidra.Baines@jaxsheriff.org>
Sent: Wednesday, July 19, 2023 9:40 AM
To: RiskReview <RiskReview@coj.net>
Subject: RE: GSA Piggyback with Michael Baker for Datamark

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Kevin,

Attached is the updated COI the supplier sent to us.

Thanks,

Deidra Baines, #69081
Procurement Manager
Jacksonville Sheriff's Office | Budget Division
Office: 904.630.2217 | Desk: 904.630.5970| Fax: 904.630.2772
Deidra.Baines@jaxsheriff.org

Connect with us: jaxsheriff.org or on social media
The Mission of the Jacksonville Sheriff's Office: "To Serve and Protect in Partnership with Our Community"

From: Collier, Kevin <CKevin@coj.net> **On Behalf Of** RiskReview
Sent: Friday, July 14, 2023 8:25 AM
To: Baines, Deidra B. <Deidra.Baines@jaxsheriff.org>
Subject: RE: GSA Piggyback with Michael Baker for Datamark

******EXTERNAL EMAIL SOURCE******
This email was sent from a non-JSO account. Do not open any links or any attachments unless you trust the sender and know the content is safe.

Thanks.

Kevin F Collier
Property & Casualty Insurance Compliance Manager
Finance and Administration Department
City of Jacksonville
117 W. Duval Street Suite 335
Jacksonville, FL 32202-3381
Ckevin@coj.net
904-255-5314
904-742-0040

Please note that under Florida's very broad public records law, email communications to and from City officials are subject to public disclosure.

From: Baines, Deidra B. <Deidra.Baines@jaxsheriff.org>
Sent: Friday, July 14, 2023 8:22 AM
To: RiskReview <RiskReview@coj.net>
Subject: RE: GSA Piggyback with Michael Baker for Datamark

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Kevin,

No. The supplier asked me if there were going to be other changes before they submitted the request to have the changes you sent incorporated into a new COI.

I will let them know this is the only change.

Thanks,

Deidra Baines, #69081
Procurement Manager
Jacksonville Sheriff's Office | Budget Division
Office: 904.630.2217 | Desk: 904.630.5970| Fax: 904.630.2772
Deidra.Baines@jaxsheriff.org

Connect with us: jaxsheriff.org or on social media
The Mission of the Jacksonville Sheriff's Office: "To Serve and Protect in Partnership with Our Community"

From: Collier, Kevin <CKevin@coj.net> **On Behalf Of** RiskReview
Sent: Friday, July 14, 2023 7:41 AM
To: Baines, Deidra B. <Deidra.Baines@jaxsheriff.org>
Subject: RE: GSA Piggyback with Michael Baker for Datamark

******EXTERNAL EMAIL SOURCE******
This email was sent from a non-JSO account. Do not open any links or any attachments unless you trust the sender and know the content is safe.

It's the only one I noticed. Is there another you're concerned with?

Kevin

Kevin F Collier
Property & Casualty Insurance Compliance Manager
Finance and Administration Department
City of Jacksonville
117 W. Duval Street Suite 335
Jacksonville, FL 32202-3381
Ckevin@coj.net
904-255-5314
904-742-0040

Please note that under Florida's very broad public records law, email communications to and from City officials are subject to public disclosure.

From: Baines, Deidra B. <Deidra.Baines@jaxsheriff.org>
Sent: Thursday, July 13, 2023 3:35 PM
To: RiskReview <RiskReview@coj.net>
Subject: RE: GSA Piggyback with Michael Baker for Datamark

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Kevin,

Is that the only change that needs to be made to the COI?

Thanks,

Deidra Baines, #69081
Procurement Manager
Jacksonville Sheriff's Office | Budget Division
Office: 904.630.2217 | Desk: 904.630.5970| Fax: 904.630.2772
Deidra.Baines@jaxsheriff.org

Connect with us: jaxsheriff.org or on social media
The Mission of the Jacksonville Sheriff's Office: "To Serve and Protect in Partnership with Our Community"

From: Collier, Kevin <CKevin@coj.net> **On Behalf Of** RiskReview
Sent: Thursday, July 13, 2023 1:09 PM
To: Baines, Deidra B. <Deidra.Baines@jaxsheriff.org>
Subject: RE: GSA Piggyback with Michael Baker for Datamark

******EXTERNAL EMAIL SOURCE******
This email was sent from a non-JSO account. Do not open any links or any attachments unless you trust the sender and know the content is safe.

Deidra,

Please ask the to add this indemnification to the COI.

Applicant and its subcontractors (the "Indemnifying Party") shall hold harmless, indemnify, and defend the City of Jacksonville and their respective members, officers, officials, employees and agents (collectively the "**Indemnified Parties**") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

Thanks,

Kevin

Kevin F Collier
Property & Casualty Insurance Compliance Manager
Finance and Administration Department
City of Jacksonville
117 W. Duval Street Suite 335

Jacksonville, FL 32202-3381
Ckevin@coj.net
904-255-5314
904-742-0040

Please note that under Florida's very broad public records law, email communications to and from City officials are subject to public disclosure.

From: Baines, Deidra B. <Deidra.Baines@jaxsheriff.org>
Sent: Thursday, July 13, 2023 10:20 AM
To: RiskReview <RiskReview@coj.net>
Subject: GSA Piggyback with Michael Baker for Datamark

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Risk,

Attached is a Risk review request for a grant award to piggyback GSA agreement with Michael Baker International for Datamark.

Let me know if you have any questions.

Thanks,

Deidra Baines, #69081
Procurement Manager
Jacksonville Sheriff's Office | Budget Division
Office: 904.630.2217 | Desk: 904.630.5970| Fax: 904.630.2772
Deidra.Baines@jaxsheriff.org

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