



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1074213

Procurement Type: Central Contract - Fixed Amt

Vendor ID:

Legal Name: GANNETT FLEMING INC

Alias/DBA:

Total Bid: \$16,250.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 1400

SO Doc ID: AGR2300000001

Published Date: 7/15/22

Close Date: 8/2/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 3

Total of All Attachments: 3



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

**State of West Virginia
Solicitation Response**

Proc Folder: 1074213
Solicitation Description: WEB-BASED CONSERVATION MANAGEMENT SOFTWARE
Proc Type: Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2022-08-02 13:30	SR 1400 ESR08022200000000462	1

VENDOR
000000160983
GANNETT FLEMING INC

Solicitation Number: CRFQ 1400 AGR2300000001
Total Bid: 16250
Response Date: 2022-08-02
Response Time: 09:56:01
Comments:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Web-Based Custom Software	25.00000	EA	650.000000	16250.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: See Exhibit A Pricing Page for Total Bid Amount (including setup)
Unit price above does not include initial setup.

Extended Description:

PRICING TO BE INCLUDED ON ATTACHED EXHIBIT A PRICING PAGE



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1074213			Reason for Modification:
Doc Description: WEB-BASED CONSERVATION MANAGEMENT SOFTWARE			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-07-15	2022-08-02 13:30	CRFQ 1400 AGR2300000001	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000160983

Vendor Name : GeoDecisions, a division of Gannett Fleming, Inc.

Address : 207 Senate Ave

Street :

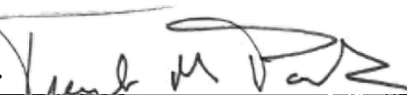
City : Camp Hill **Country :** USA **Zip :** 17011

State : PA

Principal Contact : Trent Park **Extension:**

Vendor Contact Phone: 804.767.1958

FOR INFORMATION CONTACT THE BUYER
 Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Vendor  **FEIN#** 25-1613591 **DATE** 8/2/2022

Signature X
 All offers subject to all terms and conditions contained in this solicitation



August 2, 2022

Crystal G Husted, Buyer
West Virginia Department of Administration
2019 Washington St. E
Charleston, WV 25305

Re: State of West Virginia – Solicitation No: CRFQ 1400
AGR2300000001 for the West Virginia Conservation
Agency

Dear Ms. Husted:

GeoDecisions, a division of Gannett Fleming, Inc., is offering the West Virginia Conservation Agency (WVCA) the following quote for setup and configuration of GeoDecisions' PracticeKeeper solution to facilitate your request for Web-Based Conservation Management Software.

If you have any questions, please contact me at (804) 767-1958 or via email at tpark@geodecisions.com; or you can contact the PracticeKeeper Manager, Andrew Hake, at (804) 767-1894 or via email at ahake@geodecisions.com.

Sincerely,

GEODECISIONS

A Division of Gannett Fleming, Inc.

Trent Park
Senior Vice President

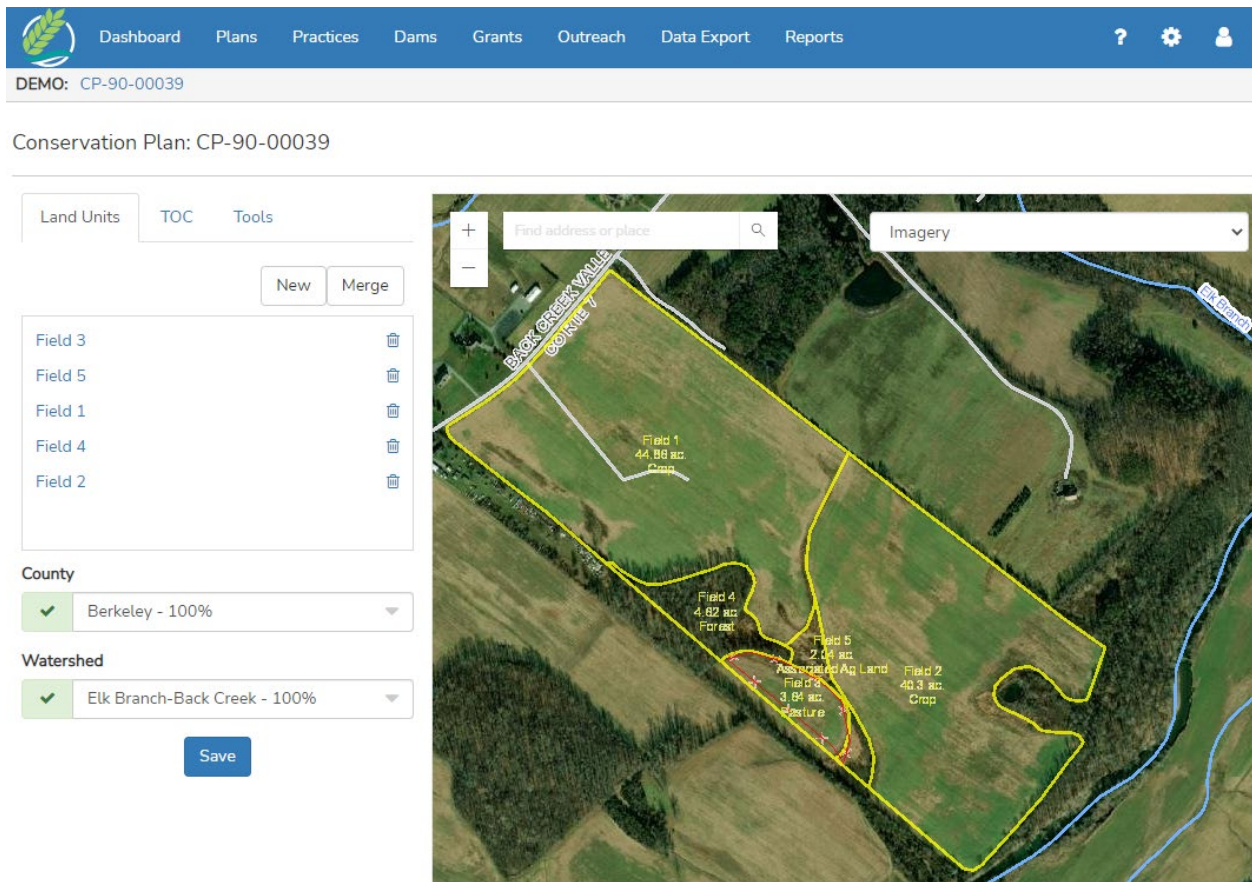
Background

Gannett Fleming’s software and GIS division, GeoDecisions, works extensively with various state agencies and conservation districts to provide solutions for recording and management of plan and BMP data. One such solution is PracticeKeeper.

PracticeKeeper is a web-based application that streamlines data management for state agencies, conservation districts, private consultants, and other environmental agencies. Its focus is to provide users with a holistic approach to resource conservation and assist with managing an ever-increasing amount of data. PracticeKeeper has been in operation since 2012 and continues to grow, evolve, and adapt to customer needs.

Key features of PracticeKeeper include:

- Record and manage details associated with conservation plans.
- Mapping of land units and BMPs, along with capturing spatial data, such as county, watershed, and soil map units. Land Unit and BMP symbology is pre-configured but can be modified based on client specifications. Measuring tools are available for the map as well.



- Generate plan maps, including soils and contours.



- SSURGO soil layer provided and automatically clips to plan boundaries.
- Pre-populated with NRCS BMPs, including standard narratives and the ability to customize narratives.
- Ability to upload file attachments.
- Tools to export tabular and spatial data out of PracticeKeeper.
- Access to background maps: Streets, Imagery, and Topographic.
- Ability for client to add client-provided map services to maps, such as topo maps, aerial imagery, LiDAR, soils, hydrologic units, utilities, and land use data.
- Role-based access to viewing and editing.
- Flexible framework allows for re-configuration of existing modules and configuration of new modules as needed.

Included with subscription (as stated in the GeoDecisions Service Level Agreement for PracticeKeeper):

- Access to PracticeKeeper
- Customer support
- Scheduled maintenance
- Addressing customer reported incidents

Scope of Work

Based on requirements provided by WVCA, GeoDecisions will complete the following tasks:

- **Configure PracticeKeeper for WVCA**
 - Create West Virginia Conservation Agency tenant
 - Create Conservation District tenants
 - Conservation Plan module
 - Ability to search for existing conservation plans
 - Ability to create and manage conservation plan details
 - Includes documenting plan review and approval
 - Includes farm and watershed information
 - Ability to map conservation plan land units
 - Includes ability to measure and print maps
 - Ability to create and manage related Participants
 - Includes contact information
 - Ability to create and manage related BMPs
 - Ability to create and manage related Funding
 - Ability to view related soil map units
 - Ability to create and manage related Verification Inspections
 - Includes tracking lifespans and future verifications
 - Grazing Plan Calculation tool
 - Ability for users to enter input data need to facilitate the calculations
 - Upload of supporting data to facilitate the calculations
 - Ability to generate a Conservation Plan report
 - Ability to add and manage file attachments
 - Ability to view a history of edits
 - Creation of Conservation Plan module roles to control access to viewing and editing
 - Nutrient Management Plan module
 - Ability to search for existing nutrient management plans
 - Ability to create and manage nutrient management plan details
 - Ability to map nutrient management plan land units
 - Includes ability to measure and print maps
 - Ability to create and manage related Participants
 - Ability to create and manage related BMPs
 - Ability to create and manage related Funding
 - Ability to create and manage related Generated Manure
 - Ability to create and manage related Exported Manure
 - Ability to create and manage related Imported Manure
 - Ability to create and manage related Storage Facilities
 - Ability to create and manage related Status Reviews
 - Ability to add and manage file attachments

- Ability to view a history of edits
- Creation of Nutrient Management Plan module roles to control access to viewing and editing
- BMP module
 - Ability to search for existing BMPs
 - Ability to create and manage BMP details
 - Ability to map BMPs
 - Includes ability to measure and print maps
 - Ability to create and manage related Participants
 - Ability to create and manage related Funding
 - Ability to create and manage related Inspections
 - Ability to view a history of edits
 - Creation of BMP module roles to control access to viewing and editing
- Data Export
 - Ability to export tabular data
 - Facilitates custom reporting capabilities by providing all data in an Excel output
 - Ability to export spatial data as a sqlite file for use in GIS applications, such as ArcGIS
- Standard Reports
 - Conservation Planning Work Report
 - Technical Work Report
 - Technical Design Report
 - BMP Progress Report
- Administration
 - User account management
 - Including the ability to set any user account as an Admin
 - Manage subscription assignment to user accounts
 - Participant record management
 - Drop-down values management
 - Practice Type management
 - Management of external map services for display on PracticeKeeper maps
- **Upload of PracticeKeeper’s standard NRCS BMP types and associated narratives**
 - Can be managed and modified by WVCA through Administration section
- **Training**
 - Four (4) hours of remote, web-based training
 - May be split into multiple sessions as desired by WVCA

Schedule

Based on the scope of work above, the project will take approximately 12 weeks for delivery of setup and configuration.

Terms

PracticeKeeper is provided as a Software as a Solution (SAAS) product. Details of the software terms that will be offered as part of this agreement can be found in the accompanying Software Subscription and Services Agreement (SSSA) located in Appendix A.

Cost

The cost estimate for the above listed scope of work is **\$38,510**.

PracticeKeeper is a subscription-based application, therefore setup and configuration alone does not grant access to the application. The cost for a user-subscription is \$650 per year. A subscription provides access to PracticeKeeper for one account and includes maintenance, bug fixes, and general support. The cost for twenty-five (25) user-subscriptions, per year, is **\$16,250**.

The combined cost for setup and configuration, as well as four (4) years of subscription fees is: **\$103,510**.

This quote is valid for 60 days from the date shown at the top of the quote.

Appendix A – PracticeKeeper Software Subscription and Services Agreement

SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT GEODECISIONS PRACTICEKEEPER APPLICATION

This Software Subscription and Services Agreement – GeoDecisions PracticeKeeper Application ("Agreement") between GeoDecisions, a division of Gannett Fleming, Inc., a Delaware corporation, having a place of business at 209 Senate Avenue, Camp Hill, Pennsylvania 17011 ("GeoDecisions") and West Virginia Conservation Agency having its principal place of business at 255 Gus R. Douglass Lane, Charleston, WV 25305 ("Customer") is effective upon the date the Agreement is signed by both parties ("Effective Date").

1. Background.

- A. The GeoDecisions PracticeKeeper Application was developed to assist customers with resource conservation related management by providing the ability to manage, analyze, and report information including, but not limited to, conservation plans, nutrient management plans, erosion and sedimentation plans, watershed plans, and BMPs, and to access such data on web maps.
- B. GeoDecisions desires to configure and provide access to the GeoDecisions PracticeKeeper Application through subscriptions.
- C. Customer desires to access and operate the GeoDecisions PracticeKeeper Application in accordance with the terms and conditions of this Agreement.

2. Definitions.

- A. "Application" shall mean a data management and analytical tool known as GeoDecisions PracticeKeeper Application and hosted by GeoDecisions. The Application shall have the features and functions and perform substantially in accordance with the interface functional and performance specifications set forth in this Agreement, in Exhibit A, and in all future executed Task Orders under this Agreement. Exhibit A is attached to and incorporated into this Agreement.
- B. "Confidential Information" means nonpublic proprietary information other than Trade Secrets, of value to its owner, and any data or information defined as a Trade Secret, but which is determined by a court of competent jurisdiction not to be trade secret under applicable law.
- C. "Customer Data" means any information about the Customer, information about the Customer's customers, and information about Customer's assets and summaries thereof, that is entered into the Application or generated, developed or created by the interaction and use of the Application. Customer Data includes both identifiable and aggregated or device information (e.g., compiled in statistical reports).
- D. "GeoDecisions Intellectual Property" means the Application (exclusive of any underlying software that is specifically identified as third party software whether licensed to the Customer by GeoDecisions or a third party), source and object code, specifications, designs, processes, techniques, concepts, improvements, discoveries and inventions, including without limitation, modifications, improvements or derivative works thereof, and all works of authorship created, invented, reduced to practice, or delivered by GeoDecisions or any third party, either solely or jointly with others, arising from this Agreement or any amendment to it, whether made under the direction of GeoDecisions or Customer. GeoDecisions Intellectual Property shall also mean any and all known or hereafter known tangible and intangible worldwide patents, copyrights, moral rights, trademarks, Trade Secrets, Confidential Information or other intellectual property rights of GeoDecisions, whether arising by operation of law, contract, license, subscription, or otherwise, and all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in the foregoing).
- E. "Named Users" means Customer's personnel that are authorized to access the Application.
- F. "Proprietary Information" means collectively and without regard to any form, any Confidential Information, and Trade Secrets of either GeoDecisions or Customer accessed or provided under

this Agreement.

- G. "Trade Secrets" means information which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- H. "Software" shall mean GeoDecisions' proprietary software, the Application software including the Application interface as set forth and described in this Agreement, in Exhibit A, and in all future executed Task Orders under this Agreement (including updates, modifications or enhancements to GeoDecisions' proprietary application software or the Application interface), associated third party supplied software (unless excluded from the subscription under this Agreement) and user's manuals, specifications or documentation accompanying the Application.
- I. "Source Code" shall mean those statements in a computer language, which once processed by a compiler, assembler, or interpreter become executable by a computer.
- J. "Object Code" shall mean the binary machine-readable version of the Software.
- K. "Territory" shall mean the United States.
- L. "Esri Data" means any Esri or Esri-furnished third-party digital dataset(s) including, but not limited to geographic vector data coordinates, raster, reports, or associated tabular attributes, included in the Application under this Agreement.
- M. "Professional Services" means any consulting services that the Customer requests and GeoDecisions agrees to provide, which are not expressly included in Exhibit B. Such Professional Services will be the subject of written Task Orders signed by both parties and will be performed in accordance with the terms of this Agreement for additional compensation as described in Section 9.2.
- N. "Task Order" means a written order for Professional Services to be performed by GeoDecisions under the terms of this Agreement. Each Task Order shall specify the scope of services required, the schedule for provision of such services, and the method for compensation of such services as described in Section 9.2. Task Orders shall be signed and accepted by both the Customer and GeoDecisions.

3. Application Configuration.

- A. The Application requires configuration for use by Customer and will be configured based on requirements set forth in Task Orders.
- B. Application configuration does not grant Customer access to the Application. Access is granted through purchase of subscriptions.
- C. If applicable, Customer shall grant GeoDecisions proper access to Customer's facility/facilities as needed to perform this Agreement. In addition, Customer shall be solely responsible for preparing the equipment at its facility/facilities for access and use of the Application as required by GeoDecisions and this Agreement, unless otherwise stated and agreed upon in the Scope of Services and future executed Task Orders under this Agreement.

4. Grant of Rights and Restrictions.

- A. Subscription. Subject to the provisions of this Agreement, upon payment of subscription fees, and during the duration of the subscription period, GeoDecisions grants to Customer and Customer accepts a limited, non-exclusive, non-transferable right to access and use the Application by Named Users, solely for Customer's internal use in the Territory during the Term. Notwithstanding the foregoing, Customer may not reduce the total number of subscriptions, for which annual fees are paid, below the quantity of subscriptions listed on the most recent executed Task Order for subscription purchase under this Agreement. For avoidance of doubt, Customer may increase the number of subscriptions at any time during the Term, for a fee. This subscription and its limitations apply to the Application and to any documentation relating to or

describing the Application (or any component of the Application), including, but not limited to, logic manuals and flow charts provided by GeoDecisions, instructions for use of the Application and formulation of theory upon which the Application is based.

- B. Limitation. The Application includes certain third-party software owned by Environmental Systems Research Institute, Inc. ("Esri"). The Esri Material, as further defined in Exhibit A, is included in the Application for which a subscription is granted under Subsection 4.A. The subscription includes the Esri Material, but only to the limited extent required for Customer and its Named Users to access and use the Application and subject to all restrictions on use of the Application in this Agreement and the additional restrictions on use of the Esri Material in Subsection 4.E. All terms of the Esri click-through License Agreement that may be included with Esri Material are expressly disclaimed. This Agreement is the sole Agreement governing Customers' use of Esri Material incorporated into the Application.
- C. Reservation of Rights. GeoDecisions reserves the right, in its sole discretion to modify, discontinue, add, adapt, or otherwise change any design or specification of the Application and/or GeoDecisions policies, procedures, and requirements specified in or related hereto. Customer acknowledges and agrees that it does not acquire any stand-alone license to the software underlying the Application or any rights of ownership in any materials provided by GeoDecisions in connection with the Application. Customer is permitted to allow access to the Application to the number of employees or contractors for which use rights have been secured (as described in future executed Task Orders under this Agreement that contain subscription purchase). All rights not specifically granted to Customer under this Agreement are expressly reserved to GeoDecisions or third party software providers who own any software underlying the Application.
- D. Named Users. Customer shall have the right to change the individuals listed as Named Users at any time during the Term. Named Users must be assigned a subscription to access the Application.
- E. User Restrictions. Customer's use of the Application shall be subject to the following restrictions:
1. Except as expressly provided in this Agreement, the Application shall not be operated directly or indirectly by persons other than Customer's employees or agents of Customer who are Named Users and who are not directly or indirectly competitors of GeoDecisions and shall only be operated for Customer's use. The parties understand and acknowledge the subscription to use the Application is granted only to Customer and its Named Users.
 2. Customer is prohibited from copying, translating, reverse engineering, decompiling, recompiling, updating or modifying all or any part of the Application, or merging the Software into any other software, without the prior written consent of GeoDecisions. Customer is prohibited from accessing or in any way modifying the Source Code or the Object Code. Customer is prohibited from sub-licensing the Application, or any component of the Application, to any party and from creating derivative works from the Application (including, without limitation, the Software, Object Code or Source Code).
 3. Customer shall take all reasonable steps to ensure that its Named Users have been properly granted access to the Application prior to accessing the Application. Customer shall ensure that Customer's Named Users abide by and comply with the restrictions of this Agreement, including but not limited to this Subsection 4.E and Subsection 5.A, as well as any use policy implemented by GeoDecisions related to use of the Application, including but not limited to the then current privacy policy or terms of use, both of which are incorporated herein by reference.
 4. At no time may the Application or any of its components be disclosed to third parties, sold, assigned, leased, or otherwise made available or disposed of, or commercially exploited or marketed in any way with or without charge without the prior written consent of a Vice President of GeoDecisions (or a higher level GeoDecisions' officer). However, Customer may disclose the Software to Customer's attorneys, certified public accountants or consultants not in competition with GeoDecisions if reasonably required by Customer in order to exercise its legal rights under this Agreement.

5. The subscription granted in this Agreement is subject to Customer's timely making all payments due.
 6. Customer will not have direct access to Esri Material as part of the Application.
 7. Customer shall ensure full compliance with all relevant export laws and regulations to ensure that the Application or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
 8. Customer shall not remove or obscure any copyright trademark notice, or restrictive legend associated with either the Application or the Esri Material.
- F. Proprietary Rights.
1. GeoDecisions owns and retains all right, title, and interest in and to the GeoDecisions Intellectual Property and the Proprietary Information of GeoDecisions.
 2. Customer owns and retains all right, title and interest in and to the Customer Data and Proprietary Information of Customer.
 3. Esri owns and retains all right, title and interest to the Esri Material that is included as part of the Application and any Esri Data.
- G. Customer Data. Customer assumes full responsibility for the Customer Data provided, stored or transmitted by means of the Application and the use of such Customer Data, including the results obtained therefrom.
- H. In performing the services under this Agreement, including the configuration, maintenance and technical support services, and any additional Professional Services, GeoDecisions will use the degree of care and skill ordinarily exercised under similar circumstances by providers of similar services. Any problems relating to the services provided under this Agreement should be brought to the attention of GeoDecisions as soon as encountered and before any obligation is incurred. If reasonable under the circumstances, GeoDecisions reserves the right to correct any errors. GeoDecisions shall have no obligation or liability in connection with errors arising from misuse, neglect, alteration by Customer or failure to repair or maintain any portion of the Application in accordance with the documentation supplied by GeoDecisions.

EXCEPT AS SET FORTH IN THIS SUBSECTION 4.H, THE APPLICATION AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. GEODECISIONS MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE, THE APPLICATION, CONFIGURATION SERVICES, PROFESSIONAL SERVICES OR ANY MAINTENANCE AND TECHNICAL SUPPORT SERVICES OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY CUSTOMER. GEODECISIONS FURNISHES THE ABOVE REPRESENTATION IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE APPLICATION MAY CONTAIN SOME NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS.

- I. CUSTOMER ACKNOWLEDGES CERTAIN SOFTWARE COMPONENTS REQUIRED FOR USE OF THE APPLICATION ARE PROVIDED BY THIRD PARTY VENDORS AND THAT GEODECISIONS MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED WITH RESPECT TO SUCH SOFTWARE.
- J. Without limiting the generality of the disclaimers of warranty provided in Subsections 4.H and 4.I, Esri and GeoDecisions do not warrant that Esri Data, Online Services, and the Application will meet the Customer's needs or expectations, that the use of Esri Data, Online Services, and Application will be uninterrupted, or that all nonconformities can or will be corrected. Esri and GeoDecisions are not inviting reliance on Esri Data, Online Services, and Application, and Customer should always verify actual Esri Data, Online Services and Application.

5. Conduct of Customer's Employees and Agents Using the Application

- A. All employees and/or agents of Customer and Named Users who access the Application shall

observe the following standards of conduct, and Customer shall be responsible for any failure of Customer's employees and/or agents to do so:

1. Employees and/or agents of Customer shall not use the Application for any purpose that is unlawful or prohibited by this Agreement. Employees and/or agents of Customer may not use the Application in any manner that could damage, disable, overburden or impair the Application or interfere with any other party's use and enjoyment of the Application. Employees and/or agents of Customer shall not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Application.
2. Without limiting the foregoing, employees and/or agents of Customer shall not use the Application to:
 - a. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
 - b. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
 - c. Upload messages or files that contain software or other material protected by intellectual property laws;
 - d. Upload files that contain viruses, corrupted files or any other similar software programs that may damage the operation of another customer's computer network;
 - e. Violate or fail to comply fully with any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
 - f. Impersonate or attempt to impersonate GeoDecisions, a GeoDecisions employee, another user or any other person or entity or to otherwise defraud any person;
 - g. Engage in conduct which, as determined by GeoDecisions, may harm GeoDecisions or users of the Application or expose them to liability;
 - h. Interfere with any other party's use of the Application, including their ability to engage in real time activities through the Application;
 - i. Use any robot, spider or other automatic device, process or means to access the Application for any purpose, including monitoring or copying any of the material from the Application;
 - j. Use any device, software or routine that interferes with the proper working of the Application; or
 - k. Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; or attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Application, the server on which the Application is stored, or any server, computer or database connected to the Application.
3. If Customer is provided with a username, password or any other piece of information in connection with the Application or any other services provided by GeoDecisions, Customer must treat such information as confidential and must not provide third parties with, or permit third parties to use, user names, passwords or other security information. Individuals, including Named Users, may not share login or password information with third parties or other individuals. Customer agrees not to permit any other person to authorize the account associated with user names and passwords (sometimes referred to as Customer's "account") and not to use the account of, or to impersonate, any other person. Customer agrees to notify GeoDecisions immediately of any unauthorized access to or use of a user name or password or any other breach of security with respect to the Application involving Customer's account. Customer also agrees to ensure that User's exit from their account at the end of each session. Customer should use particular caution when accessing account from a public or shared

computer so that others are not able to view or record their respective password or other personal information.

- B. Customer agrees to indemnify, defend and hold harmless GeoDecisions from and against any and all claims, demands, causes of action, losses, damages, costs and reasonable expenses arising out of or related to the failure of Customer to comply with the terms of Subsection 4.E or the failure of Customer's employees and/or agents to abide by the terms of Subsection 5.A or any other material breach of this Agreement by Customer.

6. Application and Software Maintenance.

- A. GeoDecisions or its subcontractors shall maintain the off-site components of the Application on a 24-hour per day, 7-day per week basis. All routine maintenance costs are included in the annual subscription fee set forth in future executed Task Orders. For any non-routine maintenance and maintenance necessitated by willful damage or negligence on the part of Customer, fortuitous casualty losses such as lightning, fire, smoke, water damage or theft, GeoDecisions will bill Customer and Customer will pay (in addition to and not in place of the annual subscription fee) for actual labor (at GeoDecisions' then current rates), parts, and reasonable travel expenses required to effect such repairs.
- B. GeoDecisions will provide customer support and respond to problems identified by Customer as specified in Exhibit B.
- C. During the term of this Agreement, GeoDecisions will make available to Customer at no cost to Customer changes to Application, including all updates that are released generally to GeoDecisions' customers as they become commercially available. In some cases, GeoDecisions may release a new feature or function that will be presented to the Customer as an option to purchase for an additional fee to their current fees; the Customer will have the right to accept the new function or feature for the agreed upon fee or reject the use of the new functions or feature and continue to access the Application at the same fee. Customer agrees to pay GeoDecisions for implementation of any changes requested by Customer, other than updates and enhancements released generally to GeoDecisions' customers. GeoDecisions' services to implement such changes shall be considered Professional Services under this Agreement and shall be executed through a Task Order with compensation as described in Section 9.2.

7. Data Development and Updating.

- A. Customer shall be responsible for the development, compilation, and updating of the data utilized in the operation of the Application, including, but not limited to, Customer business data and Customer location-based data not including data created or generated by the Application.
- B. If applicable, GeoDecisions shall provide assistance and guidance in the design of the data, and GeoDecisions shall continue to provide such assistance and guidance for so long as Customer pays all fees and charges due under Section 9 in a timely manner. Customer agrees to develop, compile, and update said data in accordance with GeoDecisions' specifications. If Customer fails to develop, compile, and update said data in accordance with GeoDecisions' specifications, GeoDecisions shall be relieved of liability for any failure of Software utilized under this Agreement to perform as agreed upon to the extent such failure results from Customer's use of such non-conforming data.

8. Operating Requirement.

Customer, at its sole expense, shall provide and maintain a suitable Internet connection.

9. Costs and Payment.

9.1 Compensation for GeoDecisions PracticeKeeper Application

- A. The Customer will be provided with a Task Order on a yearly basis for the PracticeKeeper Annual Subscription fee. Payments shall be due and payable in accordance with the schedule set forth in the Task Order. The Annual Subscription Fee rate is subject to adjustment on an annual basis,

with advance notification being sent to the customer. The Annual Subscription Fee Task Order will be based on the current number of subscriptions.

- B. For the first subscription year, Customer shall pay GeoDecisions a pro-rated portion of the subscription fee as set forth in the Task Order.
- C. If payment has not been made by Customer within thirty (30) calendar days after it is due, GeoDecisions may assess a late charge equal to one and one-half percent (1-½%) per month or the maximum amount permitted by law from the date of invoice on the unpaid balance until the account is paid in full.
- D. Invoicing contacts and payment methods shall be as specified in section 9.3.
- E. In the event Customer obtains additional software or hardware, GeoDecisions may increase the subscription fee to reflect additional usage and maintenance costs.
- F. Customer shall pay all federal and state taxes, assessments, charges and other taxes which are imposed by any governmental authority by virtue of this Agreement exclusive of taxes based upon revenues or gross income of GeoDecisions.

9.2 Compensation for Professional Services:

- A. Where the parties agree to an Hourly Task Order for Professional Services, payments for such Professional Services rendered and expenses incurred shall be made monthly upon presentation of GeoDecisions' monthly invoices and shall be based on staff time and materials used. Such invoices shall be computed in accordance with Schedule of Hourly Rates defined within said Hourly Task Order and are due and payable upon receipt. Hourly rate classifications for staff working under this Agreement are provided in the Schedule of Hourly Rates. Travel and other in-house expenses will be invoiced at cost. Outside expenses for suppliers and other vendors identified in specific Hourly Task Orders, will be invoiced at cost plus ten percent (10%).
- B. In the case of a Lump Sum Task Order, payments for services rendered and expenses incurred shall be made based upon a payment schedule detailed in the Task Order. Such invoices shall be computed in accordance with the terms of the Lump Sum Task Order and are due and payable upon receipt.
- C. Customer agrees to review invoices promptly and raise any questions regarding the invoiced items or amounts within 30 days of the date of the invoice. Otherwise, the invoice shall be considered correct and payable. It is understood that any sums quoted in the Agreement as an estimate are an estimate only and Customer will be responsible for all services actually rendered whether the actual cost is lesser than or exceeds the estimate.
- D. In the event of nonpayment of the account within thirty (30) days after invoices are rendered, the Customer further agrees to pay a late charge of 1-1/2% per month from the date of invoice on the unpaid balance until such account is paid in full. If the account remains delinquent for more than forty-five (45) days, GeoDecisions shall have the right to cease all further work on the project by giving written notice of that decision to the Customer.
- E. Invoicing contacts and payment methods shall be as specified in section 9.3.
- F. Customer shall pay all federal and state taxes, assessments, charges and other taxes which are imposed by any governmental authority by virtue of this Agreement exclusive of taxes based upon revenues or gross income of GeoDecisions.
- G. Customer shall pay all reasonable out-of-pocket expenses of GeoDecisions in providing services to Customer pursuant to this Agreement, including but not limited to travel, lodging and meals at cost.

9.3 Invoicing:

- A. Invoices will be sent as defined in Task Orders. Invoices can be distributed in one of two methods: Emailed (GeoDecisions' preferred method) or Mailed hard copy via the U.S. Postal

Service. The Customer should complete the section below indicating their preferred method of invoice distribution.

- Emailed invoices will be sent to the attention of:

Name: _____

Email: _____

Phone Number: _____

---OR---

- Mailed hard copy invoices sent via regular mail will be sent to the attention of:

Name: _____

Address: _____

Phone Number: _____

B. Payments can be made via one of the following methods:

1. Send Check payments to:
Gannett Fleming Companies
P.O. Box 829160
Philadelphia, PA 19182-9160
2. Send ACH/EFT payments to:
ABA: 031312738
Acct No: 5003165655
Account Name: Gannett Fleming Companies

10. Indemnification, Insurance and Liability Limits.

- A. GeoDecisions shall indemnify and hold harmless Customer and its directors, officers and employees from and against any and all claims, demands, causes of action, losses, damages and reasonable expenses arising out of or related to any claim that Customer's use or possession of the Application or any materials furnished by GeoDecisions infringes or violates the copyright, patent, trademark, trade secret or any other right of any third party, provided Customer gives GeoDecisions prompt written notice of any alleged claim after Customer learns of the claim.
 1. GeoDecisions shall defend and settle, at its expense, all suits or proceedings arising out of the foregoing.
 2. If an infringement is found to have been committed, or if GeoDecisions deems it probable that such an infringement has been or is likely to be committed, GeoDecisions may, in its sole

discretion and at GeoDecisions' expense:

- a. procure for Customer the right to continue to use the infringing Application or Application component;
 - b. replace the infringing Application or component with a non-infringing program containing equivalent functionality;
 - c. modify the Application so that an infringement is not committed; or
 - d. take back the infringing Application or component and refund to Customer an amount equal to the full amount paid by Customer to GeoDecisions for the Application subscription (such amount not to include any fees paid by Customer pursuant to Subsection 9.2).
3. GeoDecisions shall not be required to indemnify, defend or hold harmless Customer to the extent the claim of infringement is related to any changes made to the Application by Customer or a third party not under the control of GeoDecisions or Customer's use of the Application with hardware or software not approved by GeoDecisions.
 4. The remedies set forth in Subsection 10.A are Customer's sole remedies in the event of a third-party infringement claim.
- B. In addition to Customer's indemnification obligations set forth in Subsection 5.B, Customer shall indemnify and hold harmless GeoDecisions and its directors, officers and employees from and against any and all claims, demands, causes of action, losses, damages and reasonable expenses (including reasonable attorney's fees) arising out of or related to any claim arising out of or related to any act or omission on the part of Customer, its officers, directors, employees or agents under or in connection with this Agreement. Customer shall not be required to indemnify, defend or hold harmless GeoDecisions its directors, officers or employees to the extent the claims, demands, causes of action, losses, damages and reasonable expenses arise from the actions or negligence of GeoDecisions.
- C. GeoDecisions shall maintain insurance to protect Customer and GeoDecisions from claims that may arise out of or result from the services to be performed under this Agreement, as follows:

Type	Minimum Amounts
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Automobile Liability Insurance	\$250,000 per person \$500,000 per accident
Commercial General Liability Insurance	\$1,000,000 each occurrence \$1,000,000 aggregate
Errors and Omissions Insurance Policy	\$1,000,000

- D. GeoDecisions' liability for losses or damages arising out of errors, omissions, interruptions, delays, or defects in any of the services or facilities provided by GeoDecisions shall be limited to a pro rata abatement of the charges payable by the Customer for the period during which the services or facilities were affected by the error, omission, interruption, delay, or defect.
- E. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, GEODECISIONS SHALL NOT BE LIABLE FOR ANY (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR THE OPERATION OR USE OF THE APPLICATION AND MAINTENANCE OR SUPPORT SERVICES, INCLUDING, WITHOUT LIMITATION, SUCH DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, AND CLAIMS AGAINST CUSTOMER BY ANY THIRD PERSON, EVEN IF GEODECISIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY GEODECISIONS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO

ANY CAUSE BEYOND GEODECISIONS' REASONABLE CONTROL, INCLUDING THOSE CAUSED IN WHOLE OR IN PART BY ACT OR OMISSION OF UNDERLYING INTERNET OR PHONE SERVICE PROVIDES; OR (C) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST GEODECISIONS MORE THAN ONE YEAR AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

- F. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, GEODECISIONS' LIABILITIES UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY GEODECISIONS FROM CUSTOMER PURSUANT TO THIS AGREEMENT.
- G. In no event shall Esri be liable for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Application including, but not limited to, liability for use of Application in high-risk activities or liability related to any data supplied by Esri.

11. Term and Termination.

11.1 Termination of Agreement

- A. The initial term of this Agreement shall commence on the Effective Date and continue through December 31, 2024 ("Term"). After the Term expires, this Agreement shall automatically renew for additional 3-year periods (each shall be deemed a "Term") until either party gives the other party written notice that the Agreement shall not renew. This notice shall be given at least 30 days prior to the end of the then current Term.
- B. Should the Customer terminate this agreement in writing prior to the end of a Term, the Customer will pay a termination fee equal to the amount of twenty percent (20%) of one year's recurring fees, based on the most recent subscription renewal. If the agreement is terminated during the execution of any Task Orders, the Customer will pay a termination fee of at least twenty percent (20%) of the active Task Order(s) defined budgets as well as all monies owed under this Agreement for all work performed up to the date of written termination.
- C. GeoDecisions shall have the right to terminate this Agreement and terminate access to the Application, if Customer neglects or fails to perform or observe any of its obligations under this Agreement and if such condition is not remedied within thirty (30) days after Customer's receipt of written notice from GeoDecisions to Customer setting forth Customer's breach.
- D. Notwithstanding anything contained in this Agreement, GeoDecisions shall have the right to immediately terminate this Agreement for cause and without notice if Customer breaches Subsection 4.E or Subsection 5.A or otherwise intentionally misuses the Application in contravention of this Agreement.
- E. In the event of termination under either Subsection 11.1.C or 11.1.D, within ten (10) calendar days of the termination, Customer shall return the original and any and all copies (authorized and unauthorized) of the Application and Software and any documentation relating to or describing the Application. GeoDecisions will provide the client with a copy of their data from PracticeKeeper at the request of the client.
- F. In the event that GeoDecisions is in material breach or default of any of the terms, conditions, or covenants of this Agreement, and such breach or default is not remedied within thirty (30) days after the receipt of Customer's written notice to GeoDecisions, Customer shall have the right to terminate this Agreement without any further charge, obligation, or liability whatsoever, except as to the payment for subscription fees and fees assessed pursuant to Subsection 9.2 already received and accepted by Customer.
- G. Upon termination or expiration of this Agreement for any reason, Customer shall immediately cease access to and use of the Application and clear the client-side data cache, uninstall, remove and return all Application components in Customer's possession to GeoDecisions within ten (10) days of the effective date of the termination or expiration. In addition, Customer shall

certify in writing within ten (10) days of the effective date of the expiration or termination of this Agreement that the actions required under this subsection have been taken. In the event Customer does not take the actions above, or in the event Customer cannot provide such certification, Customer shall be liable to GeoDecisions for all damages incurred by GeoDecisions arising out of any unauthorized use of the Software by Customer or any other third party gaining access to the Software through Customer.

11.2 Termination of a Task Order for Professional Services

- A. Any Task Order for Professional Services issued under This Agreement may be terminated by either party at any time upon thirty (30) days prior written notice to the other party. Upon such termination, the Customer shall pay to GeoDecisions all monies owed under the Task Order for all work performed up to the date of receipt of written verification, plus any applicable termination costs if GeoDecisions is the non-breaching party. Termination costs shall include, but not be limited to, the cost of terminating any contracts, leases or other obligations incurred by GeoDecisions in connection with this Agreement.
- B. If the Customer fails to make payment when due or otherwise in breach of this Agreement, GeoDecisions may suspend performance of services upon five (5) calendar days' notice to the Customer. GeoDecisions shall have no liability whatsoever to the Customer for any costs or damages as a result of such suspension caused by any breach of this Agreement.
- C. Customer agrees that in the event the Professional Service of GeoDecisions under a Task Order are terminated with or without cause, GeoDecisions shall not be required to release its files or work product to the Customer until such time as payment in full is made for all services and expenses under this Agreement.

12. Confidentiality.

- A. Nondisclosure. Each party agrees: (i) to hold the Proprietary Information of the other party in the strictest confidence, (ii) not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, reverse engineer, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information of the other party to any third party, subject to the provisions of subsection (iv) below, (iii) not to make use of the Proprietary Information of the other party other than for the permitted purposes under of this Agreement, and (iv) to disclose the Proprietary Information of the other party only to their respective representatives requiring such material for effective performance of this Agreement and who have undertaken an obligation of confidentiality and limitation of use consistent with this Agreement. In the event that Customer is required by law or legal process to disclose any of the Proprietary Information, Customer shall provide GeoDecisions with prompt oral and written notice of any such requirement, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), so that GeoDecisions may seek a protective order or other appropriate remedy. Customer agrees to cooperate with GeoDecisions in any reasonable efforts to obtain such remedies. Customer agrees not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, reverse engineer, publish, disclose, cause to be disclosed, or otherwise transfer the GeoDecisions Intellectual Property to any third party.
- B. Nondisclosure Survival. The nondisclosure obligations described in Subsection 12.A will survive termination of this Agreement for any reason. The obligations will remain in effect with respect to Trade Secrets for as long as the owner of such information is entitled to protection thereof, and with respect to Proprietary Information for a period of three (3) years after termination hereof. In the event either party breaches any of the obligations described in Subsection 12.A, the parties acknowledge and agree that damages may not be an adequate remedy to compensate such aggrieved party, and accordingly the parties agree that in addition to any and all other remedies available, the aggrieved shall be entitled to obtain relief by way of a temporary or permanent injunction to enforce the obligations described in Section 12.
- C. Each party agrees promptly to return to the owning party all Confidential Information provided in written form or any other media upon the termination or expiration of this Agreement or upon the written request from the owning party.

- D. GeoDecisions will not be held liable for disclosure of Customer's data, including personal identifying information, stored within the Microsoft Azure cloud computing service where such disclosure is not caused by GeoDecisions' gross negligence or willful misconduct.

13. Notice.

- A. Any notices required or permitted to be given shall be in writing and delivered in person, sent by return receipt or certified first class mail, or express courier, or via facsimile with a confirmation of delivery to the addresses set forth below. Notices will be effective upon receipt.

To GeoDecisions:

Trent M. Park
Senior Vice President
GeoDecisions
115 S. 15th Street #400
Richmond, Virginia 23219
Phone: (804) 767-1870
tpark@geodecisions.com

with a copy to:

Sonja Schultheis
Administrative Manager
GeoDecisions
209 Senate Avenue
Camp Hill, PA 17011
Fax: 717 763 8150
sschultheis@geodecisions.com

To Customer:

with a copy to (if applicable):

TBD

14. Choice of Law and Dispute Resolution.

- A. The Parties agree that certain breaches of this Agreement may result in irreparable harm to the other that may not be adequately compensated by money damages. Therefore, the parties agree that the harmed party shall be entitled to injunctive and other equitable relief as may be necessary to protect its Confidential Information or intellectual property rights in the event of breach by the other party. In addition to injunctive and equitable remedies, the parties shall have all rights and remedies available to them in law and equity.
- B. The laws of the Commonwealth of Pennsylvania shall govern the interpretation of this Agreement and the parties' performance under this Agreement without regard to its conflict of laws provisions.
- C. The parties shall attempt to resolve or settle disputes, controversies or claims arising in connection with this Agreement by negotiations between the senior management of the parties, after a notice is sent by one party to the other party that includes a detailed description of the dispute.
- D. Other than breaches of this Agreement that may result in irreparable harm to one Party that may not be adequately compensated by money damages, if the negotiations required by Subsection 14.C have not resolved the dispute after at least one month from the date of receipt of the notice of the dispute, then either party may pursue any available legal remedy in a court of competent jurisdiction. The parties agree that the federal and state courts located in Dauphin County Pennsylvania have jurisdiction and venue over the parties.

15. Other Provisions.

- A. Media releases, public announcements or public disclosures, and promotional or marketing materials relating to this Agreement or the subject matter of this Agreement by either party shall be coordinated with and approved by the other party prior to release. Neither party shall unreasonably withhold approval of the other party's releases.
- B. Neither party may assign or transfer its interest in this Agreement without the prior written consent of the other party, except in connection with the sale of all or substantially all of its assets. In the event either party assigns this Agreement as in connection with the sale of all or substantially all of its assets, that party shall give the other party reasonable written notice. Any

attempted assignment in contravention of this provision shall be void. Any assignee shall be bound to the terms and conditions of this Agreement.

- C. In the event that any provision of this Agreement is held to be unenforceable, the validity of the remaining portions or provisions of this Agreement shall not be affected by such unenforceability.
- D. This Agreement is the entire agreement between the parties and supersedes all prior negotiations or agreements, if any, and is not subject to modification, amendment or alteration except by writing, signed by an authorized representative of both parties.
- E. If either party's performance of any of its obligations under this Agreement is delayed by strike, labor dispute, unavailability of materials or products, war (declared or undeclared), terrorism, act of God, governmental action, flood, fire, explosion or other matters not within its reasonable control or by the inability of either Party to procure and obtain needed government consents or approvals, then the date for performance shall be extended by the time of such delay; provided, however, that as to any and all such causes, the party so affected shall pursue with reasonable diligence the avoidance or removal of such delay if reasonably feasible.
- F. The relationship of the parties is that of independent contractors and neither party will hold itself out to be a partner, joint venture, agent, franchisee or representative of the other party. Neither party will have any right to enter into contracts or commitments in the name of, or on behalf of, the other party or to bind the other party in any respect whatsoever.
- G. This Agreement and all of the terms and provisions of this Agreement have been negotiated between the parties and mutually arrived at by the parties; therefore, neither party shall be or is to be deemed to be the draftsman of it. With respect to any dispute that may arise as to the terms of this Agreement any ambiguities that may subsequently be determined to exist shall not be construed against either party as draftsman of this Agreement.
- H. This Agreement may be executed in counterparts exchanged via e-mail as pdf files, with each counterpart being of the same force and effect as the other.

Intending to be legally bound, authorized representative of the parties execute this Agreement effective as of the date set forth in the introductory paragraph.

Gannett Fleming,

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Scope of Services and Party Responsibilities

The Scope of Services shall be comprised of all future executed Task Orders under this Agreement.

GeoDecisions agrees to provide the following functionality and services for Customer through its PracticeKeeper subscription:

- a. No pre-existing functionality or services

Professional Services

GeoDecisions will provide Professional Services for the Customer, at its request, either through Hourly Task Orders or Lump Sum Task Orders. Professional Services include, but are not limited to, PracticeKeeper upgrades/enhancements, PracticeKeeper module development, PracticeKeeper report and module customization, training, and GIS layer updates and development. When a task has been identified, GeoDecisions will develop a task order (See Exhibit A-1 – Sample Task Order), defining the scope of work, budget and schedule, and any project assumptions associated with the work to be done. If the Customer agrees with the task order, it will be executed, and work will begin upon notice to proceed. All future task orders will be governed by the terms and conditions of this Agreement.

EXHIBIT A – 1

SAMPLE TASK ORDER

Client:	
Project Name:	
Client PM:	
GeoDecisions PM:	
Task Order Number	
Governed by the Terms and Conditions of the Professional Services Agreement Dated:	
Date Submitted:	

DESCRIPTION OF TASK ORDER

SCOPE OF WORK – REQUIRED TASKS

SCHEDULE

TASK BUDGET AND INVOICING

PROJECT ASSUMPTIONS

SIGN-OFF

By accepting this Task Order, CUSTOMER understands and agrees to the scope and budget specified in this document.

Accepted

Rejected

Client Project Manager Name

SAMPLE

Client Project Manager Signature

Date

GeoDecisions Vice President Name

GeoDecisions Vice President Signature

Date

Client Comments:

EXHIBIT B

GeoDecisions Service Level Agreement – GeoDecisions PracticeKeeper

This “GeoDecisions Service Level Agreement” (**‘GSLA’**) specifies the terms of customer support services and the service levels provided by GeoDecisions for its GeoDecisions PracticeKeeper Customers. The GSLA defines the on-going GeoDecisions PracticeKeeper Application to be provided at the agreed level to support each Customer in return for the associated annual GeoDecisions PracticeKeeper fee. The GSLA also defines the Availability target for operational performance of GeoDecisions PracticeKeeper.

1. Definitions:

- a) **“Availability”** means, for each calendar month, an amount of time the software is available for customer use, calculated by total ‘up time’ of PracticeKeeper core software as monitored by GeoDecisions. The monitoring will include the GeoDecisions PracticeKeeper website along with the hardware, software, and hosting facilities used by GeoDecisions. The foregoing excludes failed tests resulting from (i) force majeure events, and (ii) Customer’s and/or End User(s)’ connections (including but not limited to the Internet and/or Customer’s and/or End User(s)’ devices).
- b) **“Business Day(s)”** means a day other than Saturday, Sunday or customary rest days and public holidays in the United States. Public holidays include including January 1, Memorial Day, July 4, Labor Day, Thanksgiving, the day following Thanksgiving, and Christmas Day.
- c) **“Customer Reported Incident” or “CRI”** is defined as an event that:
 - i) indicates an interruption to the GeoDecisions PracticeKeeper services;
 - ii) is not part of the standard operation of GeoDecisions PracticeKeeper; and
 - iii) is reported by Customer to the GeoDecisions representative.
- d) **“Eastern Time”** means either Eastern Standard Time or Eastern Daylight Time, whichever is in effect in the Eastern U.S. at the time of the request for service.
- e) **“Essential Capability”** includes the delivery of all modules and administrative capabilities available within Customer’s GeoDecisions PracticeKeeper account.
- f) **“GeoDecisions PracticeKeeper”** means the GeoDecisions PracticeKeeper Application data collection, update, mapping, and reporting services provided by GeoDecisions to its Customers for an established fee.
- g) **“Major Revision”** means a software or hardware revision that must be implemented and requires more than 3 hours to implement and verify.
- h) **“Minor Revision”** means a software revision that can be accomplished inside a three (3) hour window of time.
- i) **“Non-essential Capability”** includes reporting capability and data exports.
- j) **“Operational Representative”** means an individual designated by Customer to represent Customer for the purpose of requesting and facilitating Customer Support Services.
- k) **“Support Hours”** means Business Days during the normal work hours of 8:00 a.m. to 4:00 p.m. Eastern Time

2. **Services Provided.** During the Term of the Software Licensing and Service Agreement, GeoDecisions will provide the following support services as part of the Application, to Customer’s Operational Representatives, as designated by Customer in accordance with this GSLA.

- a) *Electronic Support:* GeoDecisions will provide reasonable consultation and support over the Internet regarding the operation of the Application, including both technical and user issues.
- b) *Telephone Support:* In the event Customer encounters a problem that its Operational Representatives are unable to resolve, such Operational Representatives will have access to

telephone support during GeoDecisions Support Hours.

- c) *Scheduled Maintenance*: From time to time, GeoDecisions may restrict access to some parts of the Application, or all of the Application for scheduled maintenance or for other purposes.

3. GeoDecisions Operations Principles:

- a) GeoDecisions shall assign a representative to oversee the GeoDecisions PracticeKeeper Application provided for the Customer.
- b) GeoDecisions reserves the right to apply Application-wide revisions in any manner deemed appropriate when such planned changes will have no noticeable adverse effect on the GeoDecisions PracticeKeeper Application. When possible, notification will be given to the customer 48 hrs ahead of the time and GeoDecisions will do its best to fit such revisions into the default maintenance window.
- c) GeoDecisions responds to CRIs according to the assigned Impact Level with the following priority: TOP, HIGH, MEDIUM, and LOW. GeoDecisions will initiate corrective actions necessary to maintain the GeoDecisions Service Levels when the need is identified by either Party.
- d) GeoDecisions shall work with the Customer(s) to schedule pre-established and mutually agreed upon times for Application maintenance and anticipated Minor Revisions outside of the Customer(s)' normal business hours. The default Maintenance Window is every day between 8:00 p.m. to 4:00 a.m. (Eastern Time) if needed, and once per quarter for Major Revisions longer than three (3) hours, if needed or as agreed to by the parties in writing during the term of this Agreement. GeoDecisions will notify the Customer(s) 48 hours in advance of its intent to use the default or an agreed upon Maintenance Window. In the event that an external, third-party provider of services has a need to ensure the quality of services through intrusive testing, the parties will immediately discuss the setting of a maintenance window for the work to be performed.

4. Commencement of Service Levels:

The Service Levels within this GSLA commence on the Effective Date of the live use of the GeoDecisions PracticeKeeper Application by the Customer.

5. GeoDecisions' Operations Service Levels

GeoDecisions will use commercially reasonable efforts to maintain a target Availability of 98.0% per month ("Standard Service Level"). If Availability falls below the specified Standard Service Level, GeoDecisions shall use reasonable commercial efforts to restore Operations.

6. Incident Priority Levels

The following table provides the priorities to be applied for all Customer Reported Incidents ("CRI").

Impact Level	Incident Priority Level Description
TOP	A CRI is classified as a "TOP" Impact Level if the Essential Capabilities of the GeoDecisions PracticeKeeper Application are inoperative for more than one (1) hour after the Customer notifies the GeoDecisions representative and there is no alternative method of achieving a similar outcome.
HIGH	A CRI is classified as a "HIGH" Impact Level if the Essential Capabilities of the GeoDecisions PracticeKeeper Application are inoperative for more than one (1) hour after the Customer notifies the GeoDecisions representative, however there is an alternative method of achieving a similar outcome.
MEDIUM	A CRI is classified as a "MEDIUM" Impact Level if the Non-essential Capabilities of the GeoDecisions PracticeKeeper Application are inoperative for more than twenty-four (24) hours after the Customer notifies the GeoDecisions representative.
LOW	A CRI is classified as a "LOW" Impact Level if the Customer is reporting a need that is cosmetic or does not affect normal operations.

7. Customer Responsibilities:

- a) The Customer shall designate at least one, and up to two, Operational Representatives who will be the contact persons through which all support and/or problem communications will be made. Customer may, from time to time, change any of the designated Operational Representatives, which the change will be effective only upon GeoDecisions' receipt of written notice thereof. Customer will ensure that any appointed Operational Representative is knowledgeable in the operation and use of the Application. In addition, one Operational Representative shall be designated for each of the Customer's tenants in the GeoDecisions PracticeKeeper Application.
- b) The Customer is responsible for the following:
 - i) The Customer shall not make or permit to be made any unauthorized connections to the GeoDecisions PracticeKeeper Application. Unauthorized connections made by Customer to the GeoDecisions PracticeKeeper Application will void the GSLA.
 - ii) The Customer shall not open or otherwise access, reverse engineer or decompile any of the GeoDecisions PracticeKeeper Application.
 - iii) The Customer shall not modify, adapt or repurpose the GeoDecisions PracticeKeeper Application for any purpose.
 - iv) The Customer shall not give third parties the opportunity to examine, photograph or view photos of, or otherwise inspect the GeoDecisions PracticeKeeper Application.
- c) The Customer shall cooperate with GeoDecisions in remotely trouble shooting a problem, e.g., be available for call-back from GeoDecisions to gather further information on an incident. If the Customer is not available for a call-back from GeoDecisions, then response times for CRI fixes shall be eliminated in their entirety for that CRI.

8. Exceptions


GeoDecisions shall not be responsible for any failure to meet a target GeoDecisions Service Level to the extent that such failure results solely or primarily from:

- a) CRIs caused by issues with Customer controlled infrastructure – Customer's wiring, phone system or CRIs jointly determined in a review to be caused by user error (beyond GeoDecisions' control);
- b) Events of Force Majeure;
- c) Mutually agreed implementation of urgent proactive maintenance;
- d) Failure by the Customer or the Customer's authorized agents to provide timely access to the affected systems, including, but not limited to, all remote access required to enable GeoDecisions' own diagnostic systems;
- e) Failures or CRI issues due to failure on the part of Customer to provide adequate physical security of systems, hardware or Services;
- f) Downtime associated with the implementation of enhancements, options or customer requested changes or repairs; and
- g) Downtime on services provided by third-party suppliers, including but not limited basemap and service providers (e.g., Esri, Microsoft Azure, etc.).

9. Data Management

GeoDecisions reserves the right to adjust annual subscription fees based on data size and quantity yearly. It is understood that Customer will compensate GeoDecisions time and a half, for emergency retrieval of critical business data based on GeoDecisions' Schedule of Hourly Rates to be included in an issued Task Order under the Software Subscription and Services Agreement. Emergency retrieval is defined as less than 24-hour notice or retrieval on weekends or holidays.

Exhibit A Pricing Page

CRFQ AGR230000001				
Item No.	Description	Quantity	Unit Price	Extended Amount
1	Web-Based Conservation Management Software Application, Updates, and Maintenance- Year 1 (Includes Set Up)	25	\$650.00	\$54,760.00
2	Web-Based Conservation Management Software Application, Updates, and Maintenance- Year 2 Renewal	25	\$650.00	\$16,250.00
3	Web-Based Conservation Management Software Application, Updates, and Maintenance- Year 3 Renewal	25	\$650.00	\$16,250.00
4	Web-Based Conservation Management Software Application, Updates, and Maintenance- Year 4 Renewal	25	\$650.00	\$16,250.00
Total Bid Amount 				\$103,510.00
Failure to use this form may result in disqualification				



Bidder / Vendor Information
Name: GeoDecisions, a division of Gannett Fleming, Inc.
Address: 207 Senate Avenue, Camp Hill, PA 17011
Phone: (804) 767-1958
Email Address: tpark@gedecisions.com
Authorized Signature: 

Exhibit A Pricing Page

CRFQ AGR2300000001				
Item No.	Description	Quantity	Unit Price	Extended Amount
1	Web-Based Conservation Management Software Application, Updates, and Maintenance- Year 1 (Includes Set Up)	25	\$650.00	\$54,760.00
2	Web-Based Conservation Management Software Application, Updates, and Maintenance- Year 2 Renewal	25	\$650.00	\$16,250.00
3	Web-Based Conservation Management Software Application, Updates, and Maintenance- Year 3 Renewal	25	\$650.00	\$16,250.00
4	Web-Based Conservation Management Software Application, Updates, and Maintenance- Year 4 Renewal	25	\$650.00	\$16,250.00
Total Bid Amount 				\$103,510.00
Failure to use this form may result in disqualification				

Bidder / Vendor Information
Name: GeoDecisions, a division of Gannett Fleming, Inc.
Address: 207 Senate Avenue, Camp Hill, PA 17011
Phone: (804) 767-1958
Email Address: tpark@gedecisions.com
Authorized Signature: signed in attached PDF