



STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**
 to
 Contract Number **071B1300270**

| | |
|-------------------|--|
| CONTRACTOR | ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC |
| | 380 New York Street |
| | Redlands, CA 92373-8100 |
| | Dan Haag |
| | 636-949-6620 8523 |
| | dhaag@esri.com |
| | *****5732 |

| | | | |
|--------------|-------------------------------|-----------------------|---------|
| STATE | Program Manager | Mark Holmes | DTMB-IT |
| | | 517-241-6469 | |
| | | Holmesm3@michigan.gov | |
| | Contract Administrator | Jarrod Barron | DTMB |
| | | (517) 284-7045 | |
| | | barronj1@michigan.gov | |

| CONTRACT SUMMARY | | | | |
|--|-------------------------|---------------------------|---|-------------------|
| GIS PRODUCTS | | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW | |
| January 1, 2011 | December 31, 2015 | 5 - 1 Year | December 31, 2017 | |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | | |
| | | N/A | | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING | |
| <input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other | | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| MINIMUM DELIVERY REQUIREMENTS | | | | |
| N/A | | | | |
| DESCRIPTION OF CHANGE NOTICE | | | | |
| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
| <input type="checkbox"/> | | <input type="checkbox"/> | | December 31, 2017 |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | | ESTIMATED AGGREGATE CONTRACT VALUE | |
| \$5,000,000.00 | \$0.00 | | \$5,000,000.00 | |
| DESCRIPTION | | | | |
| Effective 6/22/2013, the parties add the attached Task Order No. 12 to assist the Michigan Army National Guard with implementing and managing the ArcGIS platform. All other terms, conditions and specifications remain the same. Per Contractor, Agency, and DTMB Procurement agreement. | | | | |



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

Task Order No. 12 (319385)
Esri Agreement No. 2011MPA7115 (303209)
State of Michigan Contract number #071B1300270

In accordance with the terms and conditions of the above-referenced Agreement between **Environmental Systems Research Institute, Inc. (Esri)**, and the **State of Michigan** on behalf of the **Michigan Army National Guard (Licensee)** and in accordance with the contract referenced above, this Task Order authorizes delivery of the Services Output and/ or Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. **Scope of Work:** As specified in Exhibit 1 to this Task Order.

In addition to the foregoing, Licensee agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Licensee shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Licensee and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. **Contract Type:** Time and Materials (T & M)
3. **Total Not-to-Exceed Value:** \$23,878, See Exhibit 2
4. **Delivery Schedule or Start/End Date(s)** The period of performance shall be April 1, 2017 to December 31, 2017.
5. **Special Considerations:** None.
6. **Esri Project Manager(s):** Paul Gallimore, Ph.: 70) 541-9810 x 8618 Email: pgallimore@esri.com
Esri Contract Administrator: Elbert Smith, Ph.: 909-793-2853 ext. 6145 Email: elbert_smith@esri.com
Licensee Project Manager: Carla J. Elenz, GISP, 989-344-6179, Email: carla.j.elenz.nfg@mail.mil

Exhibit 1
Task Order No. 12 (319385)
Esri Agreement No. 2011MPA7115 (303209)
State of Michigan Contract number #071B1300270

Scope of Work

Esri will provide up to 74 hours of remote consulting support to MIARNG to assist the Michigan Guard implement and manage the ArcGIS platform. Consulting support may include assisting MIARNG enhance their Web Map Viewer, which is currently based on Esri's ArcGIS JavaScript API, and to provide guidance on Esri technologies, such as, Portal for ArcGIS, Web Application Builder for ArcGIS, and AppStudio for ArcGIS. It is anticipated that these consulting services may include providing technical guidance related to the following topics and consulting activities:

- Providing security and user authentication best practices for web map viewers and mobile applications using Esri technologies (such as, Web Application Builder for ArcGIS, AppStudio for ArcGIS)
- Designing, configuring, and deploying custom widgets for the ArcGIS Web Application Builder technology
- Assisting MIARNG enhance the environmental program division's Web Map Viewer application
- Reviewing the current installation and configuration of ArcGIS Server and providing best practices for ArcGIS Server configuration, and maintenance
- Assisting with issues MIARNG encounters when upgrading ArcGIS platform versions
- Providing technical and administrative guidance related to installing Portal for ArcGIS
- Assisting MIARNG identify, locate, modify, and add publicly-available widgets for use by MARNG's Web Map Viewer
- Providing ad-hoc remote consulting support and technology knowledge transfer related to the ArcGIS Platform for other, yet to be identified topics

Please refer to Appendix A of this Task Order for general assumptions and MIARNG responsibilities that apply to this Scope of Work.



MIARNG will designate a project lead that will communicate all project tasking under this effort to the Esri project manager

Exhibit 2 – Price
Information Task Order
No. 12 (319385)
Esri Agreement No. 2011MPA7115 (303209)
State of Michigan Contract number
#071B1300270

The pricing provided below has been estimated based upon an anticipated award of a Time-and- Materials (T&M) task order. The required labor hours have been estimated based upon prior experience with work of a similar nature. If other direct cost (ODC) items are required, they will be invoiced at Esri's actual cost. The total not-to-exceed (NTE) price for the proposed Scope of Services is **\$23,878** and is based on the terms and conditions contained in the Master Purchase Agreement between the parties (Michigan contract number 071B1300270, Esri MPA 2011MPA7115, 303209) as amended 12/21/16 (hereinafter referred to as the "Agreement").

Esri anticipates using staff from the labor categories outlined in the table below. Depending on the level of expertise required to perform certain activities during this engagement, Esri may be required to utilize other Esri staff members with a different skill set and labor category.

The following table shows the NTE pricing for this work by labor category.

Pricing Build-up

| Cost Description | CY 2017 Hourly Rate (USD) | Estimated Hours | Total (USD) |
|--------------------------------------|--|----------------------------|------------------------|
| GIS System/Software Developer (S2) | \$319 | 70 | \$22,330 |
| Senior GIS System/Software Architect | \$387 | 4 | \$1,548 |
| | | | |
| Estimated Travel Expenses | | | \$0 |
| | | | |
| Total Not-to-Exceed Price | | | \$23,878 |

T&M consulting services will be conducted under the following conditions:

- In the event Esri completes the Scope of Work for less than the NTE budget, MIARNG will only be invoiced for the actual hours expended plus the burdened cost for any ODC items expended.
- In the event Esri reaches the NTE budget limit before the Scope of Work is completed, MIARNG will have the option to either (a) increase the contract funding in order to allow the work to continue; or (b) instruct Esri to stop work. If MIARNG chooses to stop work, Esri will do so without incurring additional cost to the project.
- Esri reserves the right to reallocate the project funding between Scope of Work activities and/or ODC items, as necessary to facilitate the work effort, provided the overall Task Order price is not exceeded.

All work will be accomplished in accordance with the Scope of Work with the deliverable being consulting time. If additional work is requested by MIARNG in writing beyond the scope of this Task Order, Esri will provide an updated proposal. MIARNG will be invoiced on a monthly basis for services provided by Esri during the previous 30-day period. Monthly invoices for services shall be calculated on the basis of actual hours expended during the previous month, multiplied by the appropriate labor rate, plus the actual burdened cost for any ODC items expended. Invoices are to be paid within 30 days of receipt.

Appendix A Responsibilities, Assumptions, and Deliverable Review and Acceptance

A.1. General MIARNG Responsibilities

- Lead all project activities.
- Communicate project needs and priorities to the Esri project manager.

A.2. General Assumptions

General

- This Task Order is based on the requirements outlined in the following document(s):
 - o Email dated 8 March 2017.
- Unless otherwise stated in the Scope of Work, work will be performed remotely from an Esri office.
- Unless otherwise stated in the Scope of Work, remote work will be provided via telephone, email, and/or webcast and only during normal Esri business hours, Monday– Friday, 8:00 a.m. to 5:00 p.m. eastern time, excluding Esri holidays.

Hardware / Software

- Bugs found in Esri COTS Software will be handled by MIARNG under the terms of its software licenses.
- Documentation for ArcGIS COTS is available in ArcGIS help online, and is not included in any project-specific documentation; nor is documentation for third-party software or Hardware.
- Unless otherwise specified in the price section, this Task Order does not include the costs of any Esri COTS software, third-party software, or hardware.

Data

- Unless otherwise specified in this Task Order, Esri will not be responsible for cleansing data.
- Existing errors in the source data will not be corrected by Esri as part of any data upload.

Testing

- Bugs found in Esri COTS software will be handled by MIARNG under the terms of its software licenses.



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CONTRACT CHANGE NOTICE

Change Notice Number **4**
 to
 Contract Number **071B1300270**

| | |
|-------------------|--|
| CONTRACTOR | ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC |
| | 380 New York Street |
| | Redlands, CA 92373-8100 |
| | Dan Haag |
| | 636-949-6620 ext 8523 |
| | dhaag@esri.com*****5732 |

| | | | |
|--------------|-------------------------------|-----------------------|---------|
| STATE | Program Manager | Mark Holmes | DTMB-IT |
| | | 517-241-6469 | |
| | | Holmesm3@michigan.gov | |
| | Contract Administrator | Jarrod Barron | DTMB |
| | | (517) 284-7045 | |
| | | barronj1@michigan.gov | |

| CONTRACT SUMMARY | | | | |
|---|-------------------------|---------------------------|---|-------------------|
| GIS PRODUCTS | | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW | |
| January 1, 2011 | December 31, 2015 | 5 - 1 Year | December 31, 2017 | |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | | |
| | | N/A | | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING | |
| <input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other | | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| MINIMUM DELIVERY REQUIREMENTS | | | | |
| N/A | | | | |
| DESCRIPTION OF CHANGE NOTICE | | | | |
| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
| <input type="checkbox"/> | | <input type="checkbox"/> | | December 31, 2017 |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | | ESTIMATED AGGREGATE CONTRACT VALUE | |
| \$5,000,000.00 | \$0.00 | | \$5,000,000.00 | |
| DESCRIPTION | | | | |
| Effective 6/9/2017, the parties add the attached Statement of Work for ESRI Roads and Highway configuration services. All other terms, conditions and specifications remain the same. Per Contractor, Agency, and DTMB Procurement agreement. | | | | |



Proposal for Roads and Highways Solution Configuration Consulting

Prepared for:

Cory Johnson
Manager, Data Oversight & Geospatial Management Section
Data Inventory & Integration Division
Michigan Department of Transportation
425 W Ottawa St
Lansing, MI 48933
JohnsonC45@michigan.gov

April 6, 2017

Esri Proposal # P17-19530



380 New York Street
Redlands, California 92373-8100 USA
T 909 793 2853



1.0 Introduction

The Michigan Department of Transportation (MDOT) has worked with a consultant to implement an Esri Roads and Highways solution at MDOT as a part of the Transportation Asset Management System (TAMS) project. The consultant provided MDOT with an initial implementation of the Esri Roads and Highways system and other supporting Esri software. This scope of work is intended to complete the integration of Esri Roads and Highways with other Esri software that has been purchased by MDOT and to assist in developing a plan for the continued migration of the system to the next version of Esri ArcGIS software, version 10.5.x.

The objective of this proposal is to provide Esri professional services to review the existing Esri Roads and Highways system configuration and assist in identifying gaps in the implementation. Esri will provide support such as design and configuration recommendations for publication of data, reporting tools, data validation, workflow management, and training on the software, as needed.

2.0 Scope of Work

Please refer to Appendix A of this proposal for general assumptions, MDOT responsibilities, and the Deliverable review and acceptance process that apply to this Scope of Work.

Task 1 R&H Solution Information Gathering and Gap Analysis

In this task, Esri will gather information about MDOT's Roads and Highways solution implementation and perform an analysis comparing MDOT's desired future state for the solution to the current implementation. One consultant will spend three days on-site with MDOT and Department of Technology, Management, and Budget (DTMB) staff to review the existing Roads and Highways solution implementation which will include the overall system architecture, security, database design, publication scripts, data validations and workflows. The three-day on-site information gathering session will help Esri to prepare a gap analysis report between the stated business goals and the current implementation. The report will be developed remotely after the visit and will outline recommendations and high level estimates for Esri's level of effort to support MDOT and DTMB on the configuration of the following items:

- Data Reviewer Server and Desktop
- Workflow Manager Server and Desktop
- MDOT Roads and Highways Production Publication environment
- Roadway Reporter

-
- Portal for ArcGIS Server
 - MDOT Roads and Highways for Server
 - Road Intersection Feature classes
 - Polygon LRSE feature classes
 - Custom Training and Knowledge Transfer

Prior to coming on site, Esri will prepare a draft agenda for the three-day information gathering session. Esri will host a one-hour webcast with MDOT project staff to review the draft agenda and gather feedback from MDOT. Esri will incorporate mutually agreed changes into a final agenda and send it to MDOT at least three days before the scheduled on-site activity.

After the workshop, Esri will prepare a MDOT R&H Solution Gap Analysis and Recommendations Document. Esri will submit the document to MDOT for review, comment, and acceptance in accordance with the process described in Appendix A.3. Esri will host a two-hour webcast with MDOT project staff to review the major findings and recommendations from the document. Esri will incorporate mutually agreed feedback from MDOT into an updated document that will be delivered to MDOT.

Esri Deliverable

- MDOT R&H Solution Gap Analysis and Recommendations Document

Task 2 Roads and Highways Solution Configuration Consulting (Time and Materials)

Esri will provide up to 135 hours of consulting services to assist MDOT with recommendations for activities identified in the MDOT R&H Solution Gap Analysis and Recommendations document. It is anticipated that consulting services will include configuration of the following:

- Data Reviewer Server and Desktop
- Workflow Manager Server and Desktop
- MDOT Roads and Highways Production Publication environment
- Roadway Reporter
- Portal for ArcGIS Server
- MDOT Roads and Highways for Server
- Road Intersection Feature classes
- Polygon LRSE feature classes

-
- Custom Training and Knowledge Transfer

This support will be provided on an ad hoc basis scheduled in coordination between MDOT and Esri.

Esri Responsibilities

- Provide up to 135 hours of consulting services as described above.

3.0 Schedule

Esri anticipates that the work for the Roads and Highways Solution Configuration Consulting will be performed in 2017. The period of performance will be specified in the mutually executed contract documents.

4.0 Pricing

Esri is pleased to submit the following price proposal to MDOT to provide the Geographic Information Systems services stated above. The required staff, computer and travel expenses for this statement of work have been estimated based on prior experience with work of a similar nature. The price for the work proposed in Task 1 has been estimated based upon an anticipated award of a firm-fixed-price (FFP) task order subject to the terms and conditions of Master Purchase Agreement 2011MPA7115, State Contract No 071B1300270 (“MPA”). Esri proposes a firm-fixed-price of **\$35,480** to complete the scope of work as defined in Task 1 above.

For FFP work performed in Task 1, MDOT will be invoiced on a monthly basis, according to the percentage of work completed during the previous 30-day period. Invoices are to be paid within 45 days of receipt of invoice.

In addition to this FFP Task, Esri proposes the consulting support as described in Task 2 be performed on a Time and Materials (T&M) basis. The total not-to-exceed (NTE) price for the proposed Scope of Services in Task 2 is **\$43,963** and is based on the terms and conditions of the MPA.

The proposed price is exclusive of applicable state and local taxes for which MDOT shall remain responsible. This proposal is valid for 90 days from the submittal date above.

For T&M Task 2, Esri anticipates using staff from the labor categories outlined in the table below. Depending on the level of expertise required to perform certain activities during this engagement, Esri may be required to utilize other Esri staff members with a different skill set and labor category.

Pricing Build-up Task 2

| Cost Description | CY Hourly Rates | Estimated Hours | Total (USD) |
|--|------------------------|------------------------|--------------------|
| | 2017 | 2017 | |
| GIS Technical Specialist/Engineer (S1) | \$247 | 15 | \$3,705 |
| GIS System/Software Developer (S2) | \$319 | 88 | \$28,072 |
| Senior GIS System/Software Architect (S3) | \$387 | 14 | \$5,418 |
| Senior GIS Consultant/Project Manager (M2) | \$376 | 18 | \$6,768 |
| | | | |
| | | | |
| Total Not-to-Exceed Price Task 2 | | | \$43,963 |

T&M consulting services in Task 2 will be conducted under the following conditions:

In the event Esri completes the Scope of Work for less than the NTE budget, MDOT will only be invoiced for the actual hours expended plus the burdened cost for any ODC items expended.

In the event Esri reaches the NTE budget limit before the Scope of Work is completed, MDOT will have the option to either (a) increase the contract funding in order to allow the work to continue; or (b) instruct Esri to stop work. If MDOT chooses to stop work, Esri will do so without incurring additional cost to the project.

Esri reserves the right to reallocate the project funding between Scope of Work activities and/or ODC items, as necessary to facilitate the work effort, provided the overall contract price is not exceeded.

All work in Task 2 will be accomplished in accordance with the Scope of Work with the deliverable being consulting time. If additional work is requested by MDOT in writing and is beyond the scope of this proposal, Esri will provide an updated proposal. MDOT will be invoiced on a monthly basis for services provided by Esri during the previous 30-day period. Monthly invoices for services performed in Task 2 shall be calculated on the basis of actual hours expended during the previous month, multiplied by the appropriate labor rate, plus other direct burdened costs. Invoices are to be paid within 45 days of receipt.

Purchasing:

To purchase the services proposed, please notify Clive Reece of the award using the information provided below. An Esri Contract Administrator will then be engaged to either create a new Task Order under an existing Agreement, or work with MDOT's purchasing group to negotiate a new Agreement.

When Esri receives the applicable Task Order or other Ordering Agreement executed by an authorized representative of MDOT, Esri will contact you to discuss staff assignments and travel arrangements. We look forward to supporting you.

Contact:

Clive Reece
Esri Inc
880 Blue Gentian Rd
St. Paul, MN 55121
Phone: 651-454-0600 ext. 8376
E-mail: creece@esri.com

Appendix A Responsibilities, Assumptions, and Deliverable Review and Acceptance

A.1. General MDOT Responsibilities

- Coordinate and ensure the participation of appropriate MDOT staff in all project-related activities. Activities include, but are not limited to:
 - Meetings.
 - Webcasts.
- Provide Esri with access to the following items during the project, as needed:
 - Background materials.
 - Source documents.
 - Data.
 - Meeting facilities.
 - Hardware and software environments (directly, or via VPN).
- Review and provide Esri with written acceptance to all project Deliverables according to the review and acceptance process outlined in Section A.3 of this Appendix.
- Unless otherwise specified in the Scope of Work, procure and/or license all necessary hardware, data, Esri COTS Software, and third-party software prior to commencement of the project, if not provided under this contract.
- Install and configure MDOT-provided hardware and software environments according to specifications provided by Esri.
- Provide access to and facilitate interactions between Esri and any MDOT customers and/or stakeholders.

MDOT Responsibilities for T&M Task 2

- Lead all project activities.
- Communicate project needs and priorities to the Esri project manager.

A.2. General Assumptions

- This proposal is based on the requirements outlined in the following document(s):
 - MDOT document, “PS_Requirements_RoadsandHighways_033117 (003).docx”

-
- Unless otherwise stated in the Scope of Work, work will be performed remotely from an Esri office.
 - Unless otherwise stated in the Scope of Work, remote work will be provided via telephone, email, and/or webcast and only during normal Esri business hours, Monday–Friday, 8:00 a.m. to 5:00 p.m. Pacific time, excluding Esri holidays.
 - On-site work will take place at MDOT offices in Lansing, MI, unless otherwise stated in the Scope of Work.
 - Days at MDOT site are not to exceed eight hours of work per day.
 - References to days in the Scope of Work refer to consecutive business days.
 - MDOT will provide Esri with a minimum of two weeks’ advanced notice before on-site travel is scheduled.
 - Esri will be provided with internet and VPN access to all project-related MDOT environments.
 - Esri will be provided with system administration rights to MDOT environments, as required.
 - MDOT end users are already knowledgeable in the use of ArcGIS software, or will complete the training classes recommended by Esri, if included in this proposal.
 - The project schedule will identify task dependencies. The commencement of work on subsequent tasks with dependencies on preceding Deliverables will be contingent upon Esri receiving written acceptance for those preceding Deliverables.

Hardware / Software

- All work will be performed on the latest version of Esri products, unless otherwise specified in the Scope of Work. Part of the GAP Analysis project is reviewing the environment that Michigan has stood up on ArcGIS 10.4.1, this version of software may drive some of the work tasks.
- Bugs found in Esri COTS Software will be handled by MDOT under the terms of its software licenses.
- Documentation for ArcGIS COTS is available in ArcGIS help online, and is not included in any project-specific documentation; nor is documentation for third-party software or Hardware.
- Unless otherwise specified in the price section, this proposal does not include the costs of any Esri COTS software, third-party software, or hardware.

A.3. Deliverable Review and Acceptance

Timely review and acceptance of Deliverables will be critical to maintaining the project schedule.

The Scope of Work assumes the following acceptance process and review cycles for each Deliverable type specified in the matrix below and MDOT is responsible for providing Esri with written acceptance for each Deliverable specified in the Scope of Work in accordance with this matrix.

Esri can provide a sample acceptance letter for review at the beginning of the project.

| Deliverable Type | Acceptance Process |
|------------------|---|
| Document | <ul style="list-style-type: none">• Esri and MDOT agree on the document template and table of contents.• Esri submits a draft document to MDOT for review.• MDOT review period is five business days.• MDOT compiles comments from reviewers, de-conflicts comments, removes comments that are out of scope, and submits a single set of comments to Esri.• Esri and MDOT discuss comments and agree on changes, if any, that will be made.• Esri submits a final document to MDOT and MDOT provides written acceptance to Esri within two business days of receipt. |



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ENTERPRISE PROCUREMENT
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **071B1300270**

| | |
|-------------------|--|
| CONTRACTOR | ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC |
| | 380 New York Street |
| | Redlands, CA 92373-8100 |
| | Mark Dann |
| | 614-933-8698 5501 |
| | mdann@esri.com |
| | *****5732 |

| | | | |
|--------------|-------------------------------|-----------------------|---------|
| STATE | Program Manager | Mark Holmes | DTMB-IT |
| | | 517-241-6469 | |
| | | Holmesm3@michigan.gov | |
| | Contract Administrator | Jarrod Barron | DTMB |
| | | (517) 284-7045 | |
| | | barronj1@michigan.gov | |

| CONTRACT SUMMARY | | | | |
|--|-------------------------|--|--|---|
| GIS PRODUCTS | | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW | |
| January 1, 2011 | December 31, 2015 | 5 - 1 Year | December 31, 2017 | |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | | |
| | | N/A | | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING | |
| <input type="checkbox"/> P-Card | | <input type="checkbox"/> Direct Voucher (DV) | <input type="checkbox"/> Other | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS | | | | |
| N/A | | | | |
| DESCRIPTION OF CHANGE NOTICE | | | | |
| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
| <input type="checkbox"/> | | <input type="checkbox"/> | | December 31, 2017 |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$5,000,000.00 | \$0.00 | \$5,000,000.00 | | |
| DESCRIPTION | | | | |
| Effective 6/9/2017, the parties add the Michigan Geographic Framework Update services detailed in the attached documentation. The Phase 1 work shall commence shortly after execution of this Contract Change Notice. The Phase 2 work may commence after completion of Phase 1 at the State's sole option. Purchase and use of the 1Spatial software referenced in the Phase 2 statement of work is contingent upon the parties' successful negotiation of associated licensing agreements. In the event the parties establish a new enterprise agreement or master purchase agreement, the parties agree that this work may be governed by the terms of that agreement rather than the terms of this agreement at the State's sole option. All other terms, conditions and specifications remain the same. Per Contractor, Agency, and DTMB Procurement agreement. | | | | |

DOCUMENTATION ATTACHED TO THIS CONTRACT CHANGE NOTICE 3

1. Statement of Work – Phase 1
2. Statement of Work – Phase 2 (to be performed at State's sole option)
3. MGF Preliminary Project Schedule
4. MGF Update Requirements



Michigan Geographic Framework Update Statement of Work

Prepared for:

State of Michigan

Department of Technology, Management and Budget Procurement

Jarrold Barron, IT Category Specialist

517-284-7045

Barronj1@michigan.gov

June 6, 2017

Reference Esri Proposal # P16-18090



380 New York Street
Redlands, California 92373-8100 USA
T 909 793 2853



Agreement No. 2011MPA7115 (303209)
State of Michigan Contract No. 071B1300270

Task Order No. 12

In accordance with the terms and conditions of the above-referenced Agreement between **Environmental Systems Research Institute, Inc. (Esri)**, and the **Michigan Department Of Technology And Budget (Licensee)**, this Task Order No.12, which authorized preparation and provision of the Services Output described to the Licensee and in accordance with the terms, schedule, and start/end date(s) specified below:

- 1. Statement of Work:** See Exhibit 1, which is attached hereto and incorporated herein by this reference.

In addition to the foregoing, Licensee agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Licensee shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Licensee and (2) copies of ordinances, codes, regulations, or other governmental documents.

- 2. Contract Type:** Firm Fixed Price (FFP)
- 3. Total Not-to-Exceed Task Order Value:** \$449,897
- 4. Licensee Address for the Receipt of Esri Invoices:** See PO
- 5. Delivery Schedule:** 06/19/17 through 09/30/2017
- 6. Special Consideration:** None.
- 7. Esri Project Manager:** Douglas Cribbs, Email: dcribbs@esri.com. Ph: 909-793-2853 x12439
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1.0 Statement of Work and Deliverables

1.1 Introduction

The Michigan Geographic Framework (MGF) Update Statement of Work will be performed in two phases. The current task order is for Phase 1 of the project and will focus on the necessary subtasks to perform Task 1 Project Initiation and Management Services as well as all the services defined in Task 2 Business Requirements.

The following Phase 1 subtasks from Task 1 - Project Initiation and Services include the Project Orientation Meeting and Project Initiation and Meeting. Esri will also perform the following additional Project Initiation and Services subtasks: 1) Project Status Reporting and Report Template; 2) Project Status Meetings; 3) Monthly Performance Review Meetings during the Phase 1 project.

The following document defines the statement of work and associated deliverables for Phase 1 of the Michigan Geographic Framework (MGF) Update project.

1.2 Phase 1 - Statement of Work

Please refer to Appendix A of this statement of work for General State Responsibilities, General Assumptions, and the Deliverable Review and Acceptance processes that apply to this Statement of Work.

- **Project Initiation and Management Services**

The Phase 1 Project Initiation and Management Services subtasks to be performed in Phase 1 include the Project Orientation Meeting and the Project Initiation Meeting. These two meetings will occur consecutively over the course of four business days total, with two business days allocated for each meeting. Esri will also perform the following Project Initiation and Management Services subtasks: 1) Project Status Reporting and Report Template; 2) Project Status Meetings; 3) Monthly Performance Review Meetings during Phase 1. Esri has submitted a preliminary Project Management schedule and will finalize the project management plan after the project is initiated.

Esri will work with the State to coordinate the project kick-off meetings and presentations; 1) Orientation Meeting; and 2) Project Initiation Meeting.

The Esri Team will manage this project based on the elements detailed in the accepted Project Management Plan for both Phases 1 and 2. The Esri project manager will coordinate the work tasks in the Project Management Plan with the members of the Esri Team and schedule and track the technical resources that are needed to execute the work. This will include the tracking of

scheduled dependencies, including those that involve the State. Project activities will be tracked and monitored against the plan.

The Esri Project Manager will ensure adequate planning and resource allocation occurs to support the MGF project and associated work tasks. If changes to the project become necessary, Esri will work with the State to evaluate the change, including cost and schedule impacts, and will manage the project impacts per the change management process that will be documented in the Project Management Plan.

Throughout the execution of the project, the Esri Project Manager will also coordinate on a regular basis with the State's Project Manager through status meetings and status reports as follows:

Project Status Reporting and Report Template

Esri will submit weekly progress reports containing work completed and project milestones reached. This report will be submitted electronically to the State. The report will contain all the status report items specified in the MGF Project Management Plan including the following items:

- Project title and purchase order number
- Description of progress on tasks and results
 - Accomplishments for the current reporting period
 - % Complete on WBS tasks and deliverables
- Major issues and anticipated solutions
 - Identified Issues
 - Action Items that were closed
 - Open Action Items
 - New Action Items
 - Status for Resolving any Disagreements
- Work planned for the following period
 - Planned activities for the next reporting period
 - Planned requirements for State resources over the next two reporting periods
- Schedule
 - Current project schedule vs. baseline project schedule
- Risk and Change Management
 - Identified Risks & Mitigations
 - Change Control Items

Project Status Meetings

Esri will host a one-hour project status call via teleconference with the State every week throughout the life of the project. During the call, Esri and the State will discuss the status report, project progress, and proposed resolution to issues and action items.

Monthly Performance Review Meetings

The Esri project manager will work with the State project manager to provide planning support, presentation materials, and on-site presence to support the communication and presentation of project status to State management on a quarterly basis. The Esri Project Manager and other Esri project team members will participate remotely via teleconference as needed. Within 10 days of contract execution, Esri will provide the State with a draft Report Template for review. The Report Template will include:

- Weekly Project status
- Updated project plan
- Summary of activity during the report period
- Accomplishments during the report period
- Deliverable status
- Schedule status
- Action Item status
- Issues
- Change Control
- Repair status
- Maintenance Activity

- ***Orientation Meeting***

Within 15 calendar days from execution of the Contract, the Esri Project Manager, System Architect, and ISpatial Project Manager and Technical Lead will host a two day, onsite Orientation Meeting to discuss the content and procedures of the Contract. Esri will present the Preliminary Project Plan at this meeting for review with the State.

The Esri Team will review the Preliminary Project Plan with the State during the Orientation Meeting, incorporating mutually agreed upon changes to the Preliminary Project Plan. Esri will

provide the Preliminary Project Plan, to the State for review, comment, and acceptance in accordance with the process described in Appendix A.3.

It is understood that the accepted Project Plan will be a living document that once accepted will be updated every two weeks with mutually agreed changes.

- ***Project Initiation Meeting***

Immediately following the Orientation Meeting, The Esri Project Manager, System Architect, and the 1Spatial Project Manager and Technical Lead will remain onsite at State offices to lead a two-day Project Initiation Meeting. The Esri Project Manager will coordinate with the State's Project Manager to schedule the meeting and other logistics including attendance of participants.

During the Project Initiation Meeting, Esri and the State will discuss the following topics:

- Report Template format for the Monthly Performance Review Meeting
- Project management
- Team members with roles and responsibilities
- Contracted statement of work
- Project schedule and milestones
- Deliverables
- Acceptance management
- Quality management
- Communication process
- Progress reporting
- Change management
- An overview of the proposed COTS software
- Costs
- Assumptions
- Critical Success Factors
- Risk and issue management

Esri will review the draft Report Template format and content with the State and will provide an updated draft Report Template to the State's Project Manager prior to the completion of the

meeting for review, comment, and acceptance in accordance with the process described in Appendix A.3.

Esri Deliverable(s)

1. Project Kick-off Meetings and Presentations
2. Project Plan
3. Report Templates

- **Business Requirements**

Following acceptance of the Project Plan, Esri will travel onsite to State offices to conduct a series of Business Requirements Workshops to perform business requirements review, business rules analysis, and validation to better understand and catalogue the MGF system objectives.

Prior to these Workshops, Esri will coordinate with the State Project Manager to identify the stakeholder teams from the State as well as other stakeholders that may need to be called upon during the onsite meeting. Esri will then work with the State to prepare meeting agendas and schedules for meetings with the various State stakeholders.

During these Workshops, Esri will work closely with State stakeholder teams consisting of technical and managerial representatives from the State to identify and validate Esri's understanding of the MGF system and related project objectives. The focus of the meetings will be reviewing the business requirements of the project, which will cover Business Requirements Validation and Solution Configuration Specifications Requirements, including the following topics:

- GIS Data Design Requirements
- Business Rules Engine Requirements
- Workflow Management
- Final System Design

- ***Business Requirements Validation and Solution Configuration Specifications***

Esri will travel onsite to State offices to host a four-day Business Requirements Validation and Solution Configuration Specification Workshop to capture the various business requirements and overall system goals of implementing a MGF federated system model based upon the initial meetings with project stakeholders. Esri will capture these requirements in a draft Business Requirements Validation and Solution Configuration Specification document and will submit this document to the State Project Manager for review, comment, and acceptance.

Based upon the initial meetings and follow-on discussions with the State, Esri will prepare a Business Requirements Validation and Solution Configuration Specification Document and will submit it to the State for review prior to the initiation of the data model, system design, and MGF solution implementation. This document will outline necessary configuration requirement details about how the Solution will be set up to provide the State's requested functionality including:

- GIS Data Design Requirements
- Business Rules Layer Requirements
 - Data Management Requirements including data conflation and data merging
 - Data Integration Requirements including initial bulk data load and transactions only data
 - Data QA/QC Requirements
- Workflow Management Requirements
 - Multiple workflows and sub-workflow requirements
 - Status reporting and administration Dashboard Application Requirements
- Final System Design Requirements and any Identified Technical Issues
- GIS Data Model Requirements
- Specified IT environment requirement recommendations provided by the onsite System Architecture Review Workshop and System Architecture Recommendations Document

Esri will capture the requirements above during the onsite meetings and will provide consolidated requirements to the State in a draft Business Requirements Validation and Solution Configuration Specification Document which will be provided to the State for review, comment, and acceptance.

Esri Deliverable(s)

1. Business Requirements Validation and Solution Configuration Specification Document

○ ***GIS Data Design and Data Model***

Esri will travel onsite to State offices for three days to meet with the State stakeholder group and host a GIS Data Design Workshop to review and discuss various data layer sources, content, projection and behaviors of the layers, and business rules for the MGF federated model. During the GIS Data Design meeting, Esri will focus on discussing and documenting the requirements for the functionalities in the federated GIS model described in Table 1 below.

Table 1. High-Level Functionality of Data Design Component

| Functionality | Data Design Solution |
|---|---|
| Store and manage the official State of Michigan GIS data layers within a federated model; | Esri will design and create a GIS data model to store the official State of Michigan GIS data layers within a federated model that supports configuration of 1Integrate for ArcGIS Business Rules Engine to load (initial and transactional) the feature update, validate, and integrate the ongoing maintenance for the State agency GIS systems. |
| Integrate LRS networks from Esri Roads and Highways or other LRS systems into the MGF repository; | Esri will design a GIS data model that supports the configuration of 1Integrate for ArcGIS Business Rules Engine for loading (initial and transactional) Esri Roads and Highways or LRS systems into the MGF repository. The data update process will be configured using ArcGIS Workflow Manager for management and control of the workflow process and associated status reporting. |
| Integrate National Emergency Number Association (NENA) geometry and attribute standards into the MGF repository data model; | Esri will design and configure 1Integrate for ArcGIS Business Rules Engine to load (initial and transactional) National Emergency Number Association (NENA) geometry and attribute standards into the MGF repository. The data update process will be configured using ArcGIS Workflow Manager for management and control of the workflow process to report the status effectively. |
| Establish a design to provide role based permissions at geometry and attribute level; | Esri will design and configure tiered role-based permissions for editing, validation, and management review of geometry and/or attributes of GIS layers in the MGF. Role based permissions can occur by either the Workflow Manager or Business Rules Engine tiers of access. |
| Establish a design that include temporality to be able to view, extract, report, etc. by certain dates or date ranges; | The ArcGIS Geodatabase will be designed and configured with edit tracking and geodatabase archival functionalities. This functionality will enable the State to temporally view, extract, and report, the updated MGF spatial and attribute features by specified dates or date ranges. |

| Functionality | Data Design Solution |
|---|--|
| Accommodate elevation or “z” values within all capable geometry types | Esri will include elevation (“z”) functionality in the GIS data layers wherever applicable. In the geodatabase model this is known as the “Z aware” feature class. The Business Rules Engine will be configured to populate this information from its source GIS layer. |
| Support MGF standards for location metadata fields; and | Esri will design a GIS data model with attribute fields to store metadata information. Additionally, the Esri Geodatabase model will store, manage and edit feature level metadata using the metadata functionalities, which is a COTS ArcGIS geodatabase functionality. |
| Track changes and record edit history by users and time stamp. | Esri will include edit tracking attribute fields such as “Create Date”, “Create User”, “Modify Date” and “Modify User” during GIS data modeling task for every GIS data layer included in the MGF geodatabase. The attribute fields will be populated with the “edit user name” and time stamp collected during the data insert/update process using the 1Integrate for ArcGIS Business Rules Engine or ArcMap direct edits. |

Esri’s GIS Data Design will provide the necessary foundation for the development of a comprehensive GIS data model based upon the business and related functional user-analyzed requirements gathered during the three-day onsite workshop. It is anticipated that the final GIS Data Design will be inclusive of State agencies’ requirements needed to support the MGF and their specific business needs.

Esri will capture the requirements above during the onsite meetings and will provide consolidated requirements to the State in a draft GIS Data Design Document which will be provided to the State for review, comment, and acceptance.

The Physical GIS Data Model will be based upon the specification in the accepted GIS Data Design Document. Following acceptance of the GIS Data Design Document, Esri will create an initial Physical GIS Data Model.

As part of the Physical GIS Data Model, Esri will work with the State to determine the best coordinate system and projection for the system. Considerations will need to be made for:

- Accuracy and precision needed for the data
 - Esri will discuss accuracy and precision with State’s technical staff during the GIS Data Design Workshop and will include in the Physical GIS Data Model.
- Performance of data being used in applications and geoprocessing

- Esri will discuss data performance requirements with the State's technical staff during the GIS Data Design Workshop and will include potential database indexing needs and the physical GIS Data Model.
- Presentation compatibility with systems such as ArcGIS Online, Google and Bing
 - Esri's proposed solution will have presentation compatibility with ArcGIS Online, Google and Bing.
- Spatial analysis and needs for various measurement capabilities
 - Esri's proposed solution will have compatibility to use ArcGIS core technology for various measurements and spatial analysis tools.

Once the initial Physical GIS Data Model is internally peer reviewed by Esri, it will be submitted to the State for review, comment, and acceptance of the Data Model.

Esri Deliverable(s)

4. GIS Data Design Document
5. Physical GIS Data Model


Table 2. GIS Data Design and Data Model Specific Requirements

| Requirement | Response |
|--|---|
| Bidders: Describe your proposed solution to meet this service, including State roles and Contractor roles | State and Esri roles and required services are described in the Task narratives for Task 1 and 2. |
| The Bidder must provide a detailed written description of how their proposal meets the business requirements outlined in this section | Esri scope of work explains the details of how Esri's solutions meets the State's business requirements |
| The Bidder must describe in detail their approach to meeting with the State to review business and solution requirements and gather information from the Project team to validate and finalize all requirements for the project. | Review and finalization of requirements is described in the Task narrative above. |

| | |
|--|---|
| <p>The Bidder must describe their approach to data modeling and system design to achieve the desired functionality and that these are vetted with the State's Project Team.</p> | <p>Esri's scope of work, tasks 2.2 and 2.5, describe the approach that will be utilized to achieve the desired functionality to meet the State's data modeling and system design requirements.</p> |
| <p>The Bidder must describe their approach to design system workflows to integrate data from multiple authoritative data sources into the MGF. The description will include how the solution manages workflows and sends notifications as outlined in the workflow management business requirements in this section.</p> | <p>The key responsibilities within the solution for data and workflow management rest with 1Integrate for ArcGIS as the Business Rules Engine and ESRI Workflow Manager Extension as the workflow system. Together, these components act as a "gatekeeper" to prevent invalid or incomplete data from entering the MGF. Only once all configured business rules are met, will the workflow system permit the integration of the data into the foundation data used for creating published products. 1Integrate for ArcGIS maintains all the detailed knowledge about data validity and completeness and can generate detailed data conformance reports on submissions which can then be acted upon, either automatically using rules or via stakeholder intervention, when the workflow system allocates new processing tasks. In a collaborative workflow scenario in which multiple stakeholders need to coordinate their activities to complete the definition of a new feature, then the rules engine and workflow management will work iteratively to ensure that all required attribution is entered successively, in stages. As an example, where a new road segment is defined within the road maintenance department, the lack of appropriate address ranges will be detected by 1Integrate for ArcGIS on initial submission by the roads department. The workflow system knows how to interpret the reported lack off address range information and contains the knowledge that the relevant stakeholders for this missing information are the 9-1-1 emergency responders. Therefore, the workflow system creates a new data revision task for the 9-1-1 emergency responders providing them with access to the dataset containing the incomplete road segment and the validation report indicating the absent information. When the 9-1-1 emergency responders</p> |

| | |
|---|---|
| | make their submission, the data is revalidated and, this time, the rules engine finds that all attribution is complete. On receiving the clean validation report, the workflow engine merges all the changes from the submission into the main foundation data and notifies the contributing stakeholders about the successful completion of the job. |
| The Bidder must describe how their BRE/tools performs validation checks to meet the requirements outlined in the Business Rule Layer of this section. | Esri has included details of this requirement in Task 2.1, Business Requirements Validation and Solution Configuration Specifications section of the SOW. |
| The Bidder must describe how their solution manages topological relationships between features that are being integrated with the MGF. It is expected that the business rule layer will be able to perform topology validations on features across multiple geodatabases. | The 1Integrate for ArcGIS rules engine incorporates a fully standards-compliant ISO 19107, dynamic topology engine. This automatically calculates the implied topology complex changes on each geometric update to the data cached within the rules engine, ensuring that geometry and topology are always in perfect agreement with the spatial tolerances and priorities prescribed during rules processing. Common digitizing errors such as under- and over-shoots in networks, junction placement, and gaps and slivers in planar partitions (polygon coverages) can be quickly and reliably resolved by incorporating a topology structuring task prior to or after data validation, as desired. (response to Req. #29) 1Integrate for ArcGIS is ideally suited to implementing hierarchical topological and geometric rules. It has a simple, declarative, set-oriented logic framework meaning that the complex geometric neighborhood and spatial intersection calculations required to verify correct topological relationships can be expressed in just a few lines of logic. This flexibility to express any kind of topological relationship is made possible by combining just a small number of powerful and generic techniques: geometric built-in functions such as boundary(), along with Boolean geometry combinations (AND,OR,XOR etc.) and sophisticated, but compact “Aggregate Values” (e.g. find the union of the geometries of all the county boundaries which touch me). The resulting logic is |

| | |
|--|---|
| | clear, concise and importantly easy to evolve should the need arise. (response to Req. #31) |
|--|---|

| | |
|---|--|
|  | Esri will provide support to State for design the Data Model for up to 40 GIS data layers as part of this statement of work. |
|---|--|

○ ***Document GIS Business Rules Layer Requirements***

Once the data layers and their behavior requirements are identified for the federated GIS Data Model, Esri will further review and discuss the various business rule requirements for individual layers with the State to provide the required final Business Rules Layer Design Document which will include high level functionality described in 3 below.

Table 3. Business Rules Layer High Level Functionality

| Functionality | Business Rules Layer Solution |
|--|---|
| Allow DTMB CSS staff to add, delete or edit business rules through a COTS solution interface | Esri will provide the COTS software solution that will enable privileged users to edit, modify or delete business rules configured using the 1Integrate for ArcGIS Business Rule Engine or ArcGIS Workflow manager or other ArcGIS software products. |
| Business rules need to support both permissions, data, and geometry validation (valid shape, known coordinate system and re-projection, snapping and edge matching etc.) | The 1Integrate Business Rules Engine will be configured to support the necessary permissions, data, and geometry validation for the features passing through the MGF system as a function of the State and Esri mutually agreed business rules such as valid shape, re-projection, snapping and edge matching, etc.) The business rules engine will verify that feature data changes are being submitted by authorized stakeholders as described by the appropriate roles and permissions defined in the enterprise directory (Active Directory.) Any incorrectly attributed changes will be returned as non-conformance for the workflow tier to act on and route to the necessary QA authority. |

| Functionality | Business Rules Layer Solution |
|--|---|
| <p>Rules need to support being called from a variety of methods/sources such as web services, databases, applications, ETL</p> | <p>1Integrate for ArcGIS is deployed as a standardized Server Object Extension (SOE) inside ArcGIS Server. This means that it is automatically available via the standard programming routes available for other ArcGIS Server technologies. This includes a open and standard ReST web service interface which can be accessed from virtually any client technology platform including custom web service clients, database procedures and triggers and also via the web service client support of common ETL tools. The service interface allows data validation to be run, progress monitored and the results (non-conformances) fetched over the web.</p> |
| <p>Business rules should be managed in a central repository that allow all MGF subsystems to execute</p> | <p>1Integrate for ArcGIS includes a dedicated and distributed rule authoring and configuration management service (served as a separate application from the business rules engine component inside ArcGIS Server.) This ensures that all rule conformance and data transformation activities have a single source of configuration and guarantees robust and reliable processing but also provides a fully auditable record of changes made to the rules logic over time.</p> |

| Functionality | Business Rules Layer Solution |
|---|---|
| <p>It is preferred that the solution should be able to link individual business rules into a larger business rule</p> | <p>1Integrate for ArcGIS provides several techniques which assist with the refactoring and modularization of business rules.</p> <p>(i) The rules repository is hierarchically structured which ensures that multiple individual rules can be grouped together in “rulesets” which are semantically meaningful to the embedding application. For example, a particular ruleset may have a top-level folder of rules for transportation with underlying folders describing behavior for road transport and separately rail transport features. This approach encourages strong independence of rules where each rule in the folder in question tests ideally one data condition. It is then very clear, in non-conformance reporting, which condition has been violated while at the same time preserving the record of which level of the data organization is affected (e.g. transport/rail transport.) This is often preferred to creating fewer complex rules which are more difficult to understand and which have many more “failure modes” for the end user to interpret.</p> <p>(ii) The rule authoring application provides a simple WYSIWYG interface with word-processor-style cut/copy/paste tools. The tools act on the currently selected predicate sub-tree of the rule. These allow rapid reorganization of logic within a rule, but also permit sharing of partial rule templates or elements at different points in the rule base.</p> |

| Functionality | Business Rules Layer Solution |
|--|---|
| <p>It is preferred that the capability exists to create/trigger workflows along with the capability to disable/enable that functionality through configuration</p> | <p>1Integrate for ArcGIS facilitates this architectural “separation of concerns” by preserving detailed feature validation logic internally and leaving higher-level workflow routing and human interaction cycles to the workflow tier. 1Integrate for ArcGIS returns a highly structured yet concise non-conformance report on each job submission to the workflow manager extension. The workflow manager extension which receives the report is then able to take any automated job routing or human activity for which it has been configured. For example, during validation, on detecting that address ranges are incomplete on a new section of road centerline, the workflow manager extension can use its knowledge of the responsible stakeholder for that information to provision a new workflow process to appear on the work list for that user or group. The required workflow processes currently configured can then be selected or deselected entirely independent of the underlying business logic in the rules base.</p> |
| <p>It is preferred that the solution have the capability for an administrator to monitor Rules and review especially those with exceptions and where possible resolve the issue and continue the process</p> | <p>The structured reports from the 1Integrate for ArcGIS rules engine can be simply archived and/or aggregated to allow non-conformance patterns to be monitored over time. The reports contain full details of any logical issues present in feature data. Full details of any system instability, e.g. network communication issues, are also preserved in full in the engine’s logging system. The validation processes have no effect on the underlying state of the feature data and so leave the system in a known “safe” state where the validation can be attempted again if problems occur. Where data transformation rules are involved, the overall solution design will incorporate appropriate transactional controls, e.g rollback or compensation, to ensure that any failed operations can be readily reattempted once the underlying system issue has been addressed.</p> |

| Functionality | Business Rules Layer Solution |
|--|---|
| Rules should be accessible through service calls or have an interface/plugin for ArcGIS or web browser | 1Integrate for ArcGIS includes a standard REST web service through which all system functionality is accessed. Standard user interface components are also available for ESRI's Web App Builder framework allowing the rules functionality to be easily incorporated within these applications and for ArcGIS Desktop allowing use within rich client applications. |

Upon final acceptance of the Business Requirements Validation and Solution Configuration Specifications Document delivered in o, Esri will develop a Business Rules Layer Design Document based on the input obtained from previous requirements validation meetings, data gathering activities, review of solution requirements and overall objectives. The Business Rules Layer Design Document will include the design of various data integration, data management, and data validation (QA/QC) rules.

Following internal peer review, Esri will submit a draft Business Rules Layer Design Document to the State for review, comment, and acceptance in accordance.

Esri Deliverable(s)

2. Business Rules Layer Design Document

o *Workflow Management*

Following acceptance of the Business Rules Layer Design Document, Esri will review the workflow process requirements to integrate and implement the various steps finalized in the business rules in o. The Workflow Management Design will be based upon the Business Requirements Validation and Solution Configuration Specification Document delivered in o and subsequent remote follow-on discussions.

This effort will include multiple workflows requirements, roles, permissions, email notifications as well as quality control validation and management level authorization to configure the ArcGIS Workflow Manager extension to meet the final State MGF project goals. The functionality of the Workflow Management Administration and Status Reporting Operational Dashboard web application will be based on the specifications detailed in the Business Requirements Validation and Solution Configuration Specification Document delivered in o. The 1Integrate for ArcGIS Business Rules Engine and workflow management, as well as the UI/UX application design integration are integral to the overall initial design and implementation phases. The Workflow Management component of the Solution will provide the high-level functionality described in Table 4 below.

Table 4. Workflow Management High Level Functionality

| Functionality | Workflow Management Solution |
|---|---|
| Capability to configure tasks into a step by step processes for editing, validating and approving of data based on feature type or feature edit type | This requirement will be available in the ArcGIS Workflow Manager solution and Esri will configure Workflow Manager per the finalized business rules during Task 2 - Business Requirements gathering task. |
| Send email notifications to users that notify them of a task completed or a task to do | This requirement will be available in the ArcGIS Workflow Manager solution and Esri will configure email notifications as appropriate for the workflow Step(s) to report tasks to perform. |
| Configure to send reminder notifications of tasks due or past due | This requirement will be available in the ArcGIS Workflow Manager solution and Esri will configure email notifications as necessary for workflow Steps to report tasks due or past due. |
| It is preferred that the solution be configurable to send notifications to supervisor of tasks that are past due by staff | Esri will configure this requirement in the workflow using ArcGIS workflow Manager to send notifications to supervisor of tasks that are past due by staff. |
| Audit ability to see who has processed workflow and how long the process has taken | Esri will configure this requirement in the Operations Dashboard for ArcGIS web application implemented as part of this project. The Operations Dashboard for ArcGIS will integrate with the Workflow Manager database to process the requested statistic for who has processed a particular workflow and how long the process has taken. |
| It is preferred that the solution have a workflow dashboard to see status of workflows based on workflow type and duration with the ability to drill down into the individual workflow and user | Esri will configure this requirement in the Operations Dashboard for ArcGIS web application implemented as part of overall workflow management and reporting. |
| It is preferred that the solution have the ability to identify why a workflow is failing and if possible resolve the issue and start the workflow back up | The Operations Dashboard for ArcGIS web application will identify if a workflow has failed and provide functionality to restart the workflow. |

| Functionality | Workflow Management Solution |
|--|--|
| It is preferred that the solution have a dashboard allows individual users to see their tasks and managers can see all tasks based upon system roles | Esri will configure the Operations Dashboard for ArcGIS web application to view a hierarchical task assignment by user, system roles, and managers |
| If a dashboard is available, it can generate reports in .pdf or Excel format | Esri will configure Operations Dashboard for ArcGIS web application to generate PDF or Excel formatted reports. |
| It is preferred that subsystems should be able to create workflow via an API or service call | Esri will configure this requirement in the Workflow Manager using REST endpoint call. |
| It is preferred that the solution provide the ability to categorize workflow by type of change and priority and then view in dashboard | Esri will configure the Operations Dashboard for ArcGIS web application to provide workflow category and priority. |

The Workflow Management Design Document will include multiple workflow diagrams to implement the solutions and design of the Workflow Management Administration and Status Reporting Operational Dashboard web application. Following internal peer review, Esri will submit the Workflow Management Design Document to the State for review, comment, and acceptance.

Esri Deliverable(s)

3. Workflow Management Design Document

o *Final System Design*

Following acceptance of the Business Requirements Validation and Solution Configuration Specification Document developed in o, an Esri Senior System Engineer will travel onsite to State offices for a period of five consecutive business days and conduct a Final System Design workshop to review and gather requirements of the system architecture from various State technical and management staff. During the workshop, the Esri Senior System Engineer will meet State stakeholder groups and review and discuss various data storage and management requirements for the MGF federated model. The requirements workshop will discuss and document the requirements for the following functionalities in the federated GIS model:

- Capacity planning
- Number of servers needed and server configuration
- Review the security model and network bandwidth

-
- Review scalability and System response requirements including failover system
 - Measure and evaluate total data volume required in MGF federated model
 - Data storage and data management requirements for the official State of Michigan GIS data layers within a federated model


Once the onsite Final System Design Workshop has been completed, Esri will develop a draft Final System Design Document. The Final System Design Document will include the following details:

- Hardware requirements to implement the ArcGIS federated model in MGF infrastructure considering system scalability and system response requirements including failover system.
- A diagrammatic representation of the system architecture which includes servers required, databases, and software installations.
- A description of the software needed for the design to meet the solution requirements, including which type of relational database, which workflow management software, and business rules engine software.
- A description and diagram of workflows that shows the data flow from multiple business systems into the MGF and how it provides data back to business systems.
- A description of the system security and network infrastructure required for hosting the proposed solution to meet State's requirements of this project.
- Best practices to deploy ArcGIS solutions in a federated model
- A performance tuning plan for the final MGF solution

Esri will submit the draft Final System Design Document to the State for review, comment, and acceptance.

Esri Deliverable(s)

4. Final System Architecture Design Document

| | |
|---|---|
|  | <p>Esri will be supporting the State to architect the system configurations needed in the SOW Development, QA and Production environment. Esri will not be procuring or configuring any hardware including servers and networking hardware or software as part of this statement of work.</p> |
|---|---|

1.3 Project Deliverables

Table 5. Summary of Project Deliverables

| Deliverable No. | Deliverable Name | Deliverable Type |
|-----------------|--|------------------|
| 1 | Project Kick-off Meetings and Presentations | Meeting |
| 2 | Project Plan | Document |
| 3 | Report Templates | Document |
| 4 | Business Requirements Validation and Solution Configuration Specification Document | Document |
| 5 | GIS Data Design Document | Document |
| 6 | Physical GIS Data Model | Document |
| 7 | Business Rules Layer Design Document | Document |
| 8 | Workflow Management Design Document | Document |
| 9 | Final System Architecture Design Document | Document |

2.0 Phase 1 Pricing

The following statement of work pricing is provided to the State to provide the Geographic Information Systems services stated above. The price for this proposed work has been estimated based upon an anticipated award of a firm-fixed-price (FFP) task order subject to the terms and conditions of Contract No 07B1300270. The required staff and expenses for this statement of work have been estimated based on prior experience with work of a similar nature.

The prices in the task order have been updated to reflect the cost changes that were agreed upon by both parties since delivery of the original Esri Proposal #P16-18090. Esri's revised phased-approach pricing is **\$449, 897** for phase 1 of the project. The details of this price are provided in Table 6 and Table 7 below.

Table 6. Phase 1 Project Cost (Firm-Fixed Price by Deliverables)

| No. | Cost Categories | Cost (\$) | Proposed Cost After Volume Discount (\$) | Hours |
|---------------------------|--------------------------------------|------------------|--|--------------|
| A. | Project Initiation and Management | \$151,000 | \$140,518 | 556 |
| B. | Business Requirements | \$338,200 | \$309,379 | 924 |
| I. | Initial Cost - Subtotal (A-B) | \$489,200 | \$449,897 | 1,480 |
| Total Project Cost | | \$489,200 | \$449,897 | 1,480 |

Table 7. Phase 1 Price by Deliverable

| Price by Deliverable (Phase 1) | | |
|---------------------------------------|--|------------------|
| Deliverable No. | Activity Description | Total (USD) |
| 1 | Project Kick-off Meetings and Presentations | \$57,897 |
| 2 | Project Plan | \$66,000 |
| 3 | Report Templates (incremental delivery throughout project) | \$21,000 |
| 4 | Business Requirements Validation and Solution Configuration Specification Document | \$81,000 |
| 5 | GIS Data Design Document | \$14,000 |
| 6 | Physical GIS Data Model | \$46,000 |
| 7 | Business Rules Layer Design Document | \$77,000 |
| 8 | Workflow Management Design Document | \$38,000 |
| 9 | Final System Architecture Design Document | \$49,000 |
| Total Firm Fixed Price Phase 1 | | \$449,897 |

The statement of work price is exclusive of applicable state and local taxes for which State shall remain responsible. The State will be invoiced in accordance with the final milestone payment schedule included in this Task Order in Table 8 below.

Table 8. Phase 1 Milestone Payment Schedule

| Milestone # | Milestone | Payment \$ | Month After Receipt of Order |
|--------------------|---|-------------------|-------------------------------------|
| 1 | Contract Signing | \$74,897 | 0 |
| 2 | Project Plan Acceptance | \$25,000 | 1 |
| 3 | Conduct Webcast MDTMB Review Draft Requirements Document | \$30,000 | 2 |
| 4 | Requirements Document Accepted | \$40,000 | 2 |
| 5 | Conduct Webcast MDTMB Review GIS Data Design Data Model | \$30,000 | 3 |
| 6 | GIS Data Design and Data Model Accepted | \$40,000 | 4 |
| 7 | Conduct Webcast MDTMB Review GIS Business Rules Layer Design Document | \$30,000 | 3 |
| 8 | GIS Business Rules Layer Design Doc Accepted | \$40,000 | 4 |
| 9 | Conduct WebEx with MDTMB draft Workflows Design Document | \$30,000 | 3 |
| 10 | Workflows Design Document Accepted | \$40,000 | 4 |
| 11 | Conduct Onsite System Architecture Workshop (5 days) | \$30,000 | 3 |
| 12 | Final System Architecture Design and Performance Tuning Accepted | \$40,000 | 4 |
| Total | | \$449,897 | |

Appendix A Responsibilities, Assumptions, and Deliverable Review and Acceptance

A.1. General State Responsibilities

- Designate a project team with defined team leads, including a project manager, and key project stakeholders and share that project organization with Esri. The team leads will possess the appropriate knowledge of the State of Michigan (State) operations and technical requirements. State's project manager will be the main technical point of contact for the Esri Project Manager.
- Coordinate and ensure the participation of appropriate State staff in all project-related activities. Activities include, but are not limited to:
 - Meetings.
 - Webcasts.
 - Training.
 - Testing.
 - Installation.
- Provide Esri with access to the following items during the project, as needed:
 - Background materials.
 - Source documents.
 - Data.
 - Meeting facilities.
 - Hardware and software environments (directly, or via VPN).
- Review and provide Esri with written acceptance to all project Deliverables according to the review and acceptance process outlined in Section A.3 of this Appendix.

- Unless otherwise specified in the Statement of Work, procure and/or license all necessary hardware, data, and third-party software prior to commencement of the project, if not provided under this contract.
- Install and configure State-provided software environments according to specifications and support provided by Esri.
- Hardware is not part of this procurement
- Provide access to and facilitate interactions between Esri and any State customers and/or stakeholders.

A.2. General Assumptions

General

- A portion of Project Initiation and Management Services subtasks, detailed in task 1 of the SOW, will also be performed at the time of active work on Phase 2 of the MGF project, but will not be contracted at this time.
- Unless otherwise stated in the Scope of Work, remote work will be provided via telephone, email, and/or webcast and only during normal Esri business hours, Monday–Friday, 9:00 a.m. to 5:00 p.m. Eastern Time, excluding Esri holidays. The ideal teleconference time for all parties involved would be from 11:00 AM to 5:00 PM Eastern time, but Esri will accommodate earlier or later calls as necessary. The Esri project manager will coordinate communication and other activities schedules with the State project manager as well as the ISpatial project manager to best accommodate everyone's schedule.
- On-site work will take place at State offices in Lansing, MI, unless otherwise stated in the Statement of Work.
- Days at State site are not to exceed 9 hours of work per day.
- References to days in the Statement of Work refer to consecutive business days.
- State will provide Esri with a minimum of two weeks' advanced notice before on-site travel is scheduled.
- Esri will be provided with internet and VPN access to all project-related State environments.
- Esri will not access, download, or accept State Personal Information (PI) or Personal Health Information (PHI) Personal Identifiable Information (PII), Personal Health Information (PHI), (PCI) Payment Card Industry, and (CUI) Controlled Unclassified Information.
- Esri will be provided with system administration rights to State environments, as required.

- State end users are already knowledgeable in the use of ArcGIS software, or will complete the training classes recommended by Esri, if included in this statement of work.
- The project schedule will identify task dependencies. The commencement of work on subsequent tasks with dependencies on preceding Deliverables will be contingent upon Esri receiving written acceptance for those preceding Deliverables.

Hardware / Software

- All work will be performed on the latest version of Esri products, unless otherwise specified in the Statement of Work.
- Bugs found in Esri COTS Software will be handled by State under the terms of its software licenses unless otherwise specified in this statement of work.
- Documentation for ArcGIS COTS is available in ArcGIS help online, and is not included in any project-specific documentation; nor is documentation for third-party software or hardware.
- Unless otherwise specified in the price section, this statement of work does not include the costs of any hardware.
- Any required hardware will be provided by State and the cost is not included in this statement of work.
- Hosting is not part of this procurement.

Data

- Data to be migrated will be provided by the State in an Esri-compatible or Esri-convertible format.
- Unless otherwise specified in this statement of work, Esri will not be responsible for cleansing data.
- Unless otherwise specified in this statement of work, existing errors in the source data will not be corrected by Esri as part of any data upload.

Testing

- All testing related details including test scope, types of testing, test entry and exit criteria, defect levels, defect resolution process, and the acceptance process will be defined in a test plan.

- Unless otherwise specified in the Statement of Work, Esri will use Microsoft Team Foundation Server (TFS) to track and manage defects. Esri will provide State with a customer-facing portal to access TFS to submit defects during user acceptance testing.
- Unless otherwise specified, State is responsible for acquiring and setting up all hardware and third-party software related to setting up the State test, staging and production environments prior to the commencement of testing and deployment activities.
- Unless otherwise specified in the Statement of Work, production deployment will commence only after user acceptance testing has been concluded and system acceptance has been provided by State on the testing or staging environment.

A.3. Deliverable Review and Acceptance

Timely review and acceptance of Deliverables will be critical to maintaining the project schedule. Esri will accommodate the State's need for more than five business days to review certain deliverables because of resource availability as defined above. Based upon experience, Esri believes that five business days is a reasonable amount of time for reviewing deliverables but we realize that our clients sometimes need additional time for a number of business or individual personal reasons. If the State needs an additional five to ten business days for review, then the State can simply make a request to the Esri project manager and the extension will be granted.

If there is a specific impact to the schedule, Esri will adjust the schedule for review by the State. Esri does not expect that a few requested extensions of this magnitude will have any adverse impact on the schedule or overall costs of the project. If for some reason, the State needs more than 15 total days to review a specific project deliverable or activity, then Esri will work with the State to identify the most reasonable extension period or solution that has the least impact to the project and the State on a case by case basis. Additionally, Esri will work with the State to limit any additional costs due to schedule extensions as requested by the State.

The Statement of Work assumes the following acceptance process and review cycles for each Deliverable type specified in the matrix below and State is responsible for providing Esri with written acceptance for each Deliverable specified in Section 1.3, Table 5 - Project Deliverables of the Statement of Work in accordance with this matrix.

Esri can provide a sample acceptance letter for review at the beginning of the project.

| Deliverable Type | Acceptance Process |
|--|--|
| Document | <ul style="list-style-type: none"> • Esri and State agree on the document template and table of contents. • Esri submits a draft document to State for review. • State review period is five days*. • State compiles comments from reviewers, de-conflicts comments, removes comments that are out of scope, and submits a single set of comments to Esri. • Esri and State discuss comments and agree on changes, if any, that will be made. • Esri submits a final document to State and State provides written acceptance to Esri within five days* of receipt. |
| Meeting | <ul style="list-style-type: none"> • A meeting is deemed accepted upon conclusion of the meeting. |
| <p>*Upon request, Esri can provide up to an additional 10 business days of time for the State to conduct review and acceptance-based activities.</p> | |



Michigan Geographic Framework Update Statement of Work

Prepared for:

State of Michigan

Department of Technology, Management and Budget Procurement

Jarrold Barron, IT Category Specialist

517-284-7045

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June 7, 2017

Esri Proposal # P16-18090



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Agreement No. TBD2011MPA7115 (303209)
State of Michigan Contract No. 071B1300270

Task Order No. 14

In accordance with the terms and conditions of the above-referenced Agreement between **Environmental Systems Research Institute, Inc. (Esri)**, and the **Michigan Department Of Technology And Budget (Licensee)** , this Task Order No. 14, which authorized preparation and provision of the Services Output described to the Licensee and in accordance with the terms, schedule, and start/end date(s) specified below:

1. **Statement of Work:** See Exhibit 1, which is attached hereto and incorporated herein by this reference.

In addition to the foregoing, Licensee agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Licensee shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Licensee and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. **Contract Type:** Firm Fixed Price (FFP)
3. **Total Not-to-Exceed Task Order Value:** \$1,345,525
4. **Licensee Address for the Receipt of Esri Invoices:** See PO
5. **Delivery Schedule:** 10/2/2017 through 05/30/2018
6. **Special Consideration:** None.
7. **Esri Project Manager:** Douglas Cribbs, Email: dcribbs@esri.com. Ph: 909-793-2853 x2051
8. **Esri Contract Administrator:** Elbert Smith, Email: elbert_smith@esri.com; Ph: 909-793-2853 x16145
9. **Licensee Project Manager:** Mark Holmes, Tel: (518) 241-6469, E-mail: holmesm3@michigan.gov

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1.0 Statement of Work and Deliverables

1.1 Introduction

The Michigan Geographic Framework (MGF) Update Statement of Work will be performed in two phases. This follow-on task order is for the optional Phase 2 of the project and will focus on the necessary subtasks to perform Tasks 1 Project Initiation and Management Services through Task 9 Knowledge Transfer/Transition, as well expand upon Task 10 Reserve Bank Hours/Other Services from the project management plan developed during Phase 1.

Phase 2 of the project will support performance on the following remaining project Tasks:

- Task 3 - Software
- Task 4 - Installation and Configuration Services
- Task 5 - Implementation
- Task 6 - Training
- Task 7 - Documentation
- Task 8 – Maintenance and Support
- Task 9 – Knowledge Transfer
- Task 10 – Reserve Bank of Hours/Other Services

The following document defines the statement of work, associated deliverables, and pricing for the optional Phase 2 of the Michigan Geographic Framework (MGF) Update project.

1.2 Phase 2 – Statement of Work

Please refer to Appendix A of this statement of work for General State Responsibilities, General Assumptions, and the Deliverable Review and Acceptance processes that apply to this Statement of Work.

Task 1 Project Initiation and Management Services

Esri is submitting a separate preliminary project schedule alongside this statement of work for the State’s evaluation and feedback. The project management plan will be delivered in Phase 1 of the project for approval, acceptance, and milestone payment in Phase 1, but is a dynamic document and will continue to be used and updated during Phase 2.

The Esri Team will manage this project based on the elements detailed in the accepted Project Management Plan for both Phases 1 and 2. The Esri project manager will coordinate the work tasks in the Project Management Plan with the members of the Esri Team and schedule and track the technical resources that are needed to execute the work. This will include the tracking of

scheduled dependencies, including those that involve the State. Project activities will be tracked and monitored against the plan.

The Esri Project Manager will ensure adequate planning and resource allocation occurs to support the MGF project and associated work tasks. If changes to the project become necessary, Esri will work with the State to evaluate the change, including cost and schedule impacts, and will manage the project impacts per the change management process that will be documented in the Project Management Plan.

Throughout the execution of the project, the Esri Project Manager will also coordinate on a regular basis with the State's Project Manager through status meetings and status reports as follows:

Project Status Reporting and Report Template

Esri will submit weekly progress reports containing work completed and project milestones reached. This report will be submitted electronically to the State. The report will contain all the status report items specified in the MGF Project Management Plan including the following items:

- Project title and purchase order number
- Description of progress on tasks and results
 - Accomplishments for the current reporting period
 - % Complete on WBS tasks and deliverables
- Major issues and anticipated solutions
 - Identified Issues
 - Action Items that were closed
 - Open Action Items
 - New Action Items
 - Status for Resolving any Disagreements
- Work planned for the following period
 - Planned activities for the next reporting period
 - Planned requirements for State resources over the next two reporting periods
- Schedule
 - Current project schedule vs. baseline project schedule
- Risk and Change Management
 - Identified Risks & Mitigations
 - Change Control Items

Project Status Meetings

Esri will host a one-hour project status call via teleconference with the State every week throughout the life of the project. During the call, Esri and the State will discuss the status report, project progress, and proposed resolution to issues and action items.

Monthly Performance Review Meetings

The Esri project manager will work with the State project manager to provide planning support, presentation materials, and on-site presence to support the communication and presentation of project status to State management on a quarterly basis. The Esri Project Manager and other Esri project team members will participate remotely via teleconference as needed. Within 10 days of contract execution, Esri will provide the State with a draft Report Template for review. The Report Template will include:

- Weekly Project status
- Updated project plan
- Summary of activity during the report period
- Accomplishments during the report period
- Deliverable status
- Schedule status
- Action Item status
- Issues
- Change Control
- Repair status
- Maintenance Activity

Task 2 Software

Esri has identified COTS software licenses in sufficient quantities to meet MGF business requirements as well as the MGF architecture including the licensing for the MGF development, user acceptance testing, and production environments.

Esri will deliver the software and work with State staff to install and configure the software as described in Task 3 – Installation and Configuration Services. Esri will also reference the Final

System Design documentation and work closely with State staff to ensure that the final hardware configuration will support the new MGF system functionality and requirements.

Esri anticipates the proposed solution will require the following COTS Software Licenses in Table 1 below, details of which can be found in Section 2 – Phase 2 pricing below.

Table 3. Required Software Licenses

| Product Name |
|--|
| ArcGIS Server Standard (2 Servers) Staging |
| ArcGIS Server Data Reviewer (2 Servers) Staging |
| ArcGIS Server Workflow (2 Servers) Staging |
| ArcGIS Server Standard (2 Servers) Production |
| ArcGIS Server Data Reviewer (2 Servers) Production |
| ArcGIS Workflow (2 Servers) Production |
| ArcGIS Desktop Standard |
| ArcGIS Desktop Data Reviewer |
| ArcGIS Desktop Workflow |
| 1Integrate for ArcGIS Production |
| 1Integrate for ArcGIS Development and QA |

Esri Deliverable

6. Delivery of COTS software as digital media

Task 3 Installation and Configuration Services

Following procurement of the required Software licenses by the State, Esri will perform the following Software Installation and Software Configuration Services:

Task 3.1 COTS Software Installation

Esri will travel to State offices for a five-consecutive business day Installation Support Workshop to install, configure, and test the COTS ArcGIS software products listed in Task 3.

Prior to the Installation Support Workshop, Esri will conduct a webcast to review software and hardware requirements and develop an agenda for the Installation Support Workshop and will identify the State and Esri roles to support the installation. As part of this task, Esri will:

-
- Assist State resources in the implementation and configuration of ArcGIS server, ArcGIS Portal and ArcSDE for SQL Server 2014 in the State **Development** environment, meeting all documented solution requirements, with the assistance of State resources.
 - Assist State resources in the implementation and configuration of ArcGIS server, ArcGIS Portal and ArcSDE for SQL Server 2014 in the State **QA** environment, meeting all documented solution requirements.
 - Assist State resources in the implementation and configuration of ArcGIS server, ArcGIS Portal and ArcSDE for SQL Server 2014 in the State **Production** environment, meeting all documented solution requirements.
 - Assist State resources in the implementation and integration of 1Spatial ArcGIS Extension 1Integrate for ArcGIS in the State Development, QA, and Production environment.
 - Assist State resources in the implementation and integration of active directory for ArcGIS Portal.

The security model shall be configured to meet the State privacy standards. The system will implement security and roles to manage access and capabilities to review and edit data.

Esri will complete a software Installation Verification Checklist to confirm the configured servers and desktops are operational in the State's Development, QA, and Production environments. After the software installation and configuration will provide the State with a completed Installation Verification Checklist for review, comment, and acceptance.

Esri Deliverable

7. Software Installation Verification Checklist

Task 3.2 COTS Software Configuration

Upon acceptance of the Installation Verification Checklist in Task 3.1, Esri will configure the 1Integrate for ArcGIS software Business Rules Engine and ArcGIS Workflow Manager software in the State Development environment. The Business Rules Engine, Workflow Manager and Operations Dashboard for ArcGIS will be configured to meet the requirements specified in the accepted Business Requirements Validation and Solution Configuration Specification Document developed in Task 2.1 of Phase 1 of the project.

During this task Esri will implement three major software application components:

1. 1Integrate for ArcGIS Business Rules Engine
2. ArcGIS Workflow Manager

3. Operations Dashboard for ArcGIS

Task 3.2.1 Configure 1Integrate for ArcGIS Business Rules Engine

1Integrate for ArcGIS Business Rules Engines will be configured to migrate initial and transactional features from the State agencies' source data layers into the newly configured ArcSDE geodatabase available in the Development environment. The configuration rules will include layer by layer data load; automated data editing such as trim, snap, delete duplicate; topology maintenance between data layers (polygon features to polygon features, line features to polygon features, point features to line features, point features to polygon features); and data QA/QC validation processes to meet State data consistency requirements in the MGF framework. These rules will be configured for State users with adequate privileges to edit the rules using a web application interface. These rules use feature services as a source input and feature services REST endpoint as the destination to load the validated and edited features with attribute information.

The 1Integrate for ArcGIS Business Rules Engine will be configured for following the Data Conversion, Data Conflation and Data Integration purposes:

- A Business Rules Engine will be configured to process and validate data going into the MGF system
- The Business Rules Engine configuration for processing Linear Referencing Data from various sources into Esri Roads and Highways with the exception of z values (Z value capability will be added to the 1Integrate for ArcGIS software during the project)
- The system will be able to manage addressing data being aggregated from multiple sources adhering to National Emergency Number Association (NENA) standards
- The system will have user-based tools to load bulk data from external sources and compare that incoming information against what is currently within the repository. This capability will evaluate the geometry and attributes to determine what is new or has changed when compared to what already exists and integrate it into the appropriate workflow(s). Integrated changes must be checked against all business rules and allow reporting/evaluation of errors before being committed.
- The system configuration will evaluate and maintain spatial tolerance rules to ensure data integrity for all linear features, linear intersections as well as polygonal features.
- The system will be capable of evaluating linear orientation to be in compliance with business rules.
- The system will have specific geometries to have well defined spatial relationships such as Township boundaries being coincident and/or wholly contained within Counties. The system will be capable of evaluating and storing geometries with topologic integrity.

-
- It will be possible to rerun topology analysis on demand and produce a topology health report from the system to ensure that topology is being enforced and to identify issues where topology conflicts have arisen. Any identified issues will trigger a workflow.
 - The system business rules engine is external from the repository and application interfaces. This approach will accommodate internal and external partners that do not have the same software capabilities to integrate with MGF.
 - The Business Rules Engine(BRE) will establish service end points for each rule (where feasible) to accommodate system integration and development.
 - The Business Rules Engine will have a web API for integration with web applications as well as a plugin for ArcGIS Desktop, at a minimum.
 - The Business Rules Engine will support the creating, editing, deleting and publishing of rules and it is preferred that there is an interactive visual interface in which to accomplish this.
 - Rules will be capable of verifying incoming data has the correct attribute data types and fall within established domains.
 - The system will be capable of analyzing topology between incoming data and MGF, the following are example topology rules:
 - Apply snapping to incoming shape based upon a specific value for each layer.
 - Identify where incoming geometry already exists in MGF.
 - Ensure coincidence when incoming shape is meant to be drawn in the same location as an existing shape.
 - Identify issues with incoming geometry as a result of ends not snapping to existing segments.
 - The system will be capable of executing attribute business rules across multiple related tables.
 - The BRE will be scalable to allow an administrator to add, edit and remove rules as business requires.
 - The system will be capable of maintaining points at geometric intersections within unique IDs and assigning those IDs to all lines that enter or exit that intersection point.

Task 3.2.2 Configure Workflow Manager

Following configuration of the 1Integrate for ArcGIS Business Rules Engine in the Development environment, Esri will integrate ArcGIS Workflow Manager with 1Integrate for ArcGIS software to create workflow-based data load processes. This workflow applies to both initial and transactional data loading. The workflow steps will then be configured based on requirements

specified in the accepted Business Requirements Validation and Solution Configuration Specification Document developed in Task 2.1 of Phase 1 of the project.

During this task, the Esri Team will configure one main workflow and three sub-workflows that are associated to the main workflow. The workflow steps will be configured to run 1Integrate for ArcGIS rules, data validation, data management and editing with different roles and email notification processes. Esri will access the State Development environment remotely and will configure the workflows. The following functionality will be configured in the workflows:

- Workflow Manager will track and manage edits and approvals to data changes within the system.
- The system will have workflow management functionality to request and track changes.
- Users of the system will be able to see the workflow that they have initiated, approved, declined, or participated in, along with its status.
- Specific workflows will be expandable to illustrate all the steps involved, for whoever has a role for a specific step along with the current progress status.
- A user with the role of Workflow Administrator will be able to see the status of all workflows and will be notified when workflows fail and will be capable of restarting the workflow once the cause of the failure is resolved.
- Workflow Administrators will be capable of adding, deleting, and updating workflows.

Task 3.2.3 Configure Operations Dashboard for ArcGIS

Esri will configure Operations Dashboard for ArcGIS to include the requirements specified in the accepted Business Requirements Validation and Solution Configuration Specification Document developed in Task 2.1 of Phase 1 of the project. This web application will be integrated with Workflow Manager and QA/QC geodatabases to report the workflow and QA/QC status in the dashboard. Esri will develop python scripts to synthesize or synchronize information required for display in the dashboard.

Task 4 Implementation

Task 4.1 Data Migration and Conversion

Upon completion of Task 3.2.1- Configure 1Integrate for ArcGIS Business Rules Engine, Esri will perform initial bulk data migration from various source layers configured in the 1Integrate for ArcGIS Rule Engine software to the MGF Development environment. Once the data migration is complete, Esri will perform data QA/QC processes to validate the migrated data for consistency and validity per the specification in the accepted Business Requirements Validation and Solution Configuration Specification Document delivered in Task 2.1 of Phase 1 of the

project and the GIS Data Design Document delivered in Task 2.2 of Phase 1 of the project. Table 2 below includes the source data layers to be migrated in this Task.

Table 4. Source GIS Data Layers

| Data Layers | Data Provider | Data Layers | Data Provider |
|-----------------------------|---------------|--|---------------|
| 911 Address Centerlines | CSS | PSAP Polygons | CSS |
| Address Points | CSS | School District Polygons | CSS |
| Interchange Points | MDOT | Intermediate School District Polygons | CSS |
| Road Intersection Points | CSS | State Park Polygons | DNR |
| Railway Centerlines | MDOT | State Forest Boundary Regions | DNR |
| Rail Crossing Points | CSS | State House Polygons | CSS |
| LRS | MDOT | State Senate Polygons | CSS |
| Bridge Centerlines | MDOT | US House District Polygons | CSS |
| State Forest Roads | DNR | US Forest Boundary Polygon | USFS |
| US Forest Roads | USFS | Village Polygons | CSS |
| Boating Access Site Points | DNR | Census Designated Place Polygons | CSS |
| Hydrography Centerlines | NHD | Voter Precinct Polygons | BOE |
| Hydrography Polygons | NHD | Number of Lane Centerlines | MDOT |
| CENSUS Block Group Polygons | CSS | NFC Centerlines | CSS |
| CENSUS Tract Polygons | CSS | Speed Limit Centerlines | MDOT |
| CENSUS Urban Boundaries | CSS | One Way Street Centerlines | MDOT |
| County Polygons | CSS | Route Designation Centerlines | MDOT |
| MCD polygons | CSS | Turn Restriction Points | MDOT |
| PA 425 Zone Polygons | CSS | Route Network (travel times/distances) | CSS |
| Prosperity Regions Polygons | CSS | | |

Esri will use 1Integrate Business Rule Engine and Workflow Manager configured in the Task 3.2.1 and Task 3.2.2 to perform MGF data into the new Geodatabase Model.

Once the new target data model is available and the equivalence of the new and old models is understood in outline, the data migration will be performed in a series of parallel tasks, one for each independent layer, or set of layers (data stream) within the MGF source database. For each independent data stream, the migration will proceed in steps:

- i. The source data is validated. Any assumptions about the source data upon which later transformation logic is based are validated in this stage. A conformance report is produced for each data stream to ensure that the quality of the input data is sufficient to support the expected migration process for that stream. Any deficits detected will be discussed with the State and appropriate resolution steps agreed. Where appropriate, the

resolution of the data issues will be completed automatically using a rules-based approach.

- ii. The data mapping is performed. The correspondence (mapping) between data elements in the source data model and the new target data model is described using rules. This logical mapping is reviewed with the State for accuracy and iterated until complete to a suitable level. The transformation rules are then executed to generate a candidate target dataset for the data stream.
- iii. The target data is validated. Any quality criteria or constraints which have been established for the initial migration or for ongoing maintenance are verified and a non-conformance report generated. Deficits detected will be discussed with the State and appropriate resolution steps agreed. In most cases, deficiencies in the target data at this point will result in changes to the data transformation rules (step ii) and further iterations of the transform/validate cycle until the necessary quality levels are attained.

Once all data streams have been migrated, the assembled data will receive a final certification check which will be used as the basis of acceptance of the migrated data and it will also be retained as a long-term record of the quality baseline of the MGF foundation data.

Esri Deliverable

8. Migrated Data in State Development Environment

Task 4.2 Interfaces/Integration

Upon completion of Task 3.2 – COTS Software Configuration, Esri will provide appropriate system interfaces/integration to the following State internal and external applications:

- **ArcGIS Desktop:** Esri will configure ArcGIS desktop access using ArcGIS portal authenticated roles to manage the GIS data throughout the MGF agencies. An ArcMap map document (MXD) will be configured for all GIS data layers using symbologies. MGF users can access this MXD to work on data management and data editing.
- **CSS ArcGIS JavaScript API Applications:** Esri will configure feature services from MGF GIS data layers for the CSS ArcGIS JavaScript API application to perform GIS editing.
- **SQL Server 2014 Data Changes:** Esri will configure 1Integrate for ArcGIS Business Rules Engine and ArcGIS Workflow Manager workflows to trigger changes happening in the SQL Server 2014 geodatabase to call feature service layer(s) to integrate changes from the SQL Server 2014 Geodatabase to the new MGF Geodatabase.
- **Roads and Highways LRS Data:** CSS and MDOT use the Esri Roads and Highways LRS data model to store State transportation GIS information. During the GIS data

modeling, Esri will include data model elements needed to store LRS information in the new MGF Geodatabase. Esri will configure 1Integrate for ArcGIS Business Rules Engine and ArcGIS Workflow Manager workflows to integrate the data changes occurring in the Roads and Highways LRS system to the MGF data repository.

Esri will work with State staff to achieve knowledge transfer regarding skills required to integrate business applications with MGF.

Task 4.3 Testing

Task 4.3.1 Test Plan and Test Scripts

Esri will work with the State to plan and conduct User Acceptance Testing (UAT) for COTS and configuration capabilities based on the accepted Business Requirements Validation and Solution Configuration Specification Document delivered in Task 2.1 of Phase 1 of the project. The purpose of UAT is to confirm that the functionality implemented at the State meets the documented requirements.

Esri will prepare or co-develop the Test Plan with the State that will be used for System Testing (Internal Acceptance Testing (IAT)) as well as UAT during acceptance of the MGF. The Test Plan will include the following:

- The types of tests that will be conducted.
- Roles and responsibilities during testing (Esri and State staff).
- Testing logistics for Esri System Testing activities and those conducted during UAT for at the State.
- Test results reporting.
- User acceptance criteria.
- Corrective action procedures.

Esri will provide the State the UAT Test Plan for review, comment, and acceptance. Once the final Test Plan has been accepted, Esri will use the accepted Business Requirements Validation and Solution Configuration Specification Document to develop test scenarios and checklists that will be executed to verify that the MGF conforms to the requirements. These test scenarios and checklists will be used to execute all System Tests and the UAT.

The draft Test Scenarios and Checklists will be delivered to the State for review, comment, and acceptance.

System Testing will be completed and identified non-conformities will be corrected prior to the deployment of the MGF on the State QA environment and commencement of the UAT. System Testing will be conducted remotely by Esri prior to UAT.

In addition to the UAT Test Plan, Esri will create a Performance Test Plan for the State for review and comment. Once the Performance Test Plan is approved, performance testing will be performed following the UAT testing activities. Esri will then make recommendations and work with the State to improve the overall MGF solution performance.

Esri Deliverables

- 9. UAT Test Plan
- 10. Test scenarios and checklists
- 11. Performance Test Plan

Task 4.3.2 System Testing

System Testing can be initiated upon completion of Task 4.3.1. The objective of System Testing is to confirm the MGF complies with the accepted Test Plan prior to delivering the applications to the State for UAT. System Testing will implement the same procedures that State will use during UAT in an environment that replicates the production environment as closely as possible.

The Esri Team will conduct System Testing remotely. The test scripts contained in the accepted Test Plan will form the basis of whether the MGF solution passes the System Testing process.

During System Testing, defects will be logged in Esri's defect tracking system. Esri will review defect reports and identify those that require defect fixes for resolution. Where appropriate, defect fixes will be made and regression tested during System Testing.

At the conclusion of System Testing, Esri will compile a System Testing report documenting the results of System Testing. The System Testing test results report includes:

- Summary of the testing approach
- Recommendation on readiness to proceed with UAT
- Test results, including pass/fail decision for test scripts, and list of defects

System Testing will be deemed complete when all System Testing test scripts have been executed and defect thresholds in the acceptance criteria as defined in the accepted Test Plan have not been exceeded.

Upon completion of System Testing, Esri will conduct a two-hour webcast with the State to review the System Testing test results report, including the readiness of the MGF solution components for UAT in the State's test environment.

Task 4.3.3 Acceptance Testing (UAT)

Following completion of System Testing, Esri will provide four consecutive business days of onsite support at State offices to guide the State in their UAT activities and provide technical support for any issues they encounter. The objective of the UAT is for the State to test the MGF system release by executing the approved final Test Scenarios and Checklists to confirm that the delivered system conforms to the specification in the accepted Business Requirements Validation and Solution Configuration Specification Document in accordance with the acceptance criteria outlined in the Test Plan.

Upon completion of System Testing, Esri will work with the State to deploy the MGF Solution in the State's staging environment where UAT will be conducted. The State will then conduct the UAT with selected internal users using the approved Test Scenarios and Checklists. The State will record non-conformities in a standard and consolidated format as defined by Esri and report them as defined in the Test Plan.

Rework and regression testing will be applied to the MGF Solution to reconfigure and repair qualified non-conformities as identified by the State in executing the Test Scenarios and Checklists. The rework and regression test period will include two cycles for reconfigure and repairs following Esri's on-site UAT support. Once UAT is complete, the State will provide written acceptance of the MGF System to Esri within five business days.

Esri Deliverable

12. The MGF Solution installed on State of Michigan QA environment

Task 4.4 Production Go-Live

Following acceptance of the MGF Solution in the QA environment at the completion of Task 4.3.3, Esri will remotely install the accepted MGF Solution in the State's production environment.

Esri Deliverable

13. The MGF Solution installed on State of Michigan Production environment

Task 4.5 Performance Warranty Period

Esri will provide a warranty for the MGF system solution for a period of 90 days following the acceptance of the MGF Solution installed on State of Michigan Production environment in Task 4.4.

Esri Deliverable

14. Warranty Services period for 90 days following acceptance of the MGF Solution installed on State of Michigan Production environment

Task 5 Training

Upon acceptance of the MGF Solution installed on the State of Michigan Production environment, Esri will provide nine consecutive business days of onsite Train-the-Trainer services for up to ten State staff members at State offices. The staff conducting the training are and Esri System Architect as well as a 1Spatial technical Lead. Esri will prepare the training curriculum and review with the State prior to the onsite training.

These staff that are trained in the Train-the Trainer training will provide training for all other State staff to use and administer the solution. This custom training will be configured for the State's general users, technical staff and system/database administrators for use and maintenance of the implemented MGF Solution. The documentation developed under Task 6 will be used as the curriculum for these training classes.

The custom training will cover following topics:


- Geodatabase Administration
- ArcGIS Server and Portal Administration including map and feature services authoring and publication
- Workflow configuration maintenance and Workflow Manager administration
- 1Spatial Business Rules Engine configuration and maintenance
- Operations Dashboard for ArcGIS configuration and maintenance
- End-user training on different workflows to run the transactional data update processes between MGF and State agencies/departments and status reporting

The custom training will focus on the following instruction areas:

- **Technical Training** - Two days of technical training overview for the MGF Solution
- **Administrative Training** - Two days of administrative training for the MGF Solution
- **End User Training 1** - Two days of technical training for configuration and business rules creation
- **End User Training 2** – One day of training for additional configuration and data migration and data management
- **End User training 3** – Two days of training on the Operations Dashboard for ArcGIS and reporting within the MGF Solution

Esri Deliverable

15. Nine consecutive business days of onsite Train-the-Trainer training classes for the solution as configured for the State

| | |
|---|---|
|  | <ul style="list-style-type: none">• As the State chooses to perform an upgrade or new version, Esri will provide training at no additional cost for those upgrades and new versions to the system that affects end-user functionality. This training will be remote through either webcasts or other forms of electronic media so that we can train as many different types of end-users at one time across different locations of the State.• Esri will provide custom training to use the Esri implemented solutions. Esri assumes State staff will receive training for Core ArcGIS software either from classroom training or using web training separately.• Esri will upload into the State’s online documentation website the custom training materials such as PowerPoints, PDFs, MXDs, and other documents used during the custom onsite trainings. This training material will not be configured as a custom online training application. |
|---|---|

Task 6 Documentation

During this Task, Esri will prepare two documents including a Technical Manual and a User Guide in a Microsoft Word format containing step-by-step instructions on how to configure and use the MGF Solution. This Task will be performed remotely. The following information will be included in the two documents.

User Manual

1. Instructions to the users for accessing the system including login details, user access permissions and Workflow Manager roles.
2. Instructions to the users for how to use the solution, tools, workflows, dashboard and system administration.

Technical Manuals

1. Copies of the following documentation in electronic PDF format will be provided:
 - a. User and Technical Manuals - On-line and hard copy
 - b. Data Element Dictionary
 - c. Operations Manual
 - d. All updates of documentation during the term of the Contract, software license and maintenance agreement.
2. The following documentation is provided for all modules and program development:
 - a. System-wide documentation and specifications.
 - b. Baseline End-User training manuals to be used as a basis for “User Manuals” and online / web-based help
 - c. Installation procedure
 - d. Module configuration documents sufficient for configuration maintenance purposes
 - e. Testing scripts and results of any tests performed by Esri
 - f. Specification documentation
 - g. Production migration

Esri will create the MGF Technical Manuals and accompanying documentation to support the solution. The documentation will be intuitive so that most problems can be identified and answered from the documentation. The documentation will be created in Microsoft Word as dynamic documentation that will track revisions, changes, and updates and Esri will work with the State to determine format supporting update revisions and identifiers to three previous versions. Esri will also work closely with the State to identify, notify, and capture any discrepancies or errors between the system operations and user documentation.

Esri will submit User Guide and Technical Manual to State for review, comment, and acceptance.

Esri Deliverables

16. User Manual

17. Technical Manuals

Task 7 Maintenance and Support

Esri is providing an annual Premium Support Services (PSS) subscription with a total of two State authorized callers that can leverage Premium Support Services for Esri software as well as additional Professional Services resources to respond to MGF application specific questions or issues. PSS provides the convenience of prioritized MGF solution incident management and personalized technical support for the State for Esri COTS software. With PSS, the State will benefit from the highest level of technical support that Esri offers. Esri will provide ongoing maintenance and support of the Solution to the State for the activities described below:

- Telephone Technical Support
- Solution Release Management Support
- Issue Tracking and Management

All tickets will receive immediate attention under Esri's Premium Support Services agreement. Esri will acknowledge receipt of a support request within one hour. Esri will notify the State of the severity level of the issue as soon as it has been determined. COTS software bugs may require considerable time to correct and are delivered as patches or with new releases dependent on the estimated Esri software release schedule.

Premium Support Provides:

- An assigned Technical Account Manager who acts as the liaison within Esri Support Services and across Esri departments to coordinate the solution or core software response
- 8AM to 5PM Eastern time incident response
- Prioritized incident management
- One-hour response time for all reported PSS issues
- Daily status updates for all PSS incidents
- Premium access to the My Support portal
- Quarterly review of PSS incidents and services

-
- Tiered Esri Professional Services support coordinated with 1Spatial Business Rules Engine support to support the MGF Solution

If the issue relates to Esri COTS, it will be routed to our core software development team. If the request relates to the MGF solution, it will be routed to the technical point of contact in our Professional Services Division for analysis and resolution. Any requests relating to the 1Integrate for ArcGIS Business Rules Engine will be routed to the 1Spatial technical point of contact for resolution. All requests will receive timely attention and Esri will resolve the support request as soon as practicable.

Esri Deliverable

18. Maintenance of Solution software, as described above, available on an annually renewable contract which will commence at the end of the 90-day warranty period

Task 8 Knowledge Transfer/Transition

Esri will initiate the Knowledge Transfer/Transition task following acceptance of the MGF Solution installed on State of Michigan QA environment.

Esri will travel to State offices to lead a five-consecutive business day technology transfer session for the MGF solution implementation team. Esri will collaborate with State technical staff identified to verify that ample opportunity is provided for knowledge transfer during the performance of Solution installation, configuration, application integration, data migration and other implementation service activities. Esri will work with State IT technical staff to prepare a Solution Transition Plan Document that will describe how the transfer of responsibility for Solution support will occur as part of the Production Go-live Task.

The Knowledge Transfer/Transition task will cover knowledge transfer required that is not covered under the training deliverable. Knowledge transfer can include specific administrative tasks or database tasks to be performed by MGF Solution support staff, not the general User community.

During this session, the State and Esri will jointly review the solution installation configuration, solution integration and architecture of the solution, and key sections of the User/Technical Manual Guide including system installation procedures, system administration and system troubleshooting procedures.

Ten business day prior to the start of the Knowledge Transfer/Transition task, Esri will submit a draft meeting agenda to the State technical team.

At the close of this task, Esri will submit the draft Solution Transition Plan Document for review, comment, and acceptance.

Esri Deliverables

- 19. Knowledge transfer to State staff
- 20. Solution Transition Plan

Task 9 Reserve Bank of Hours/Other Services

Esri is providing a blended rate price for 4,450 hours in the cost table for the contingency services as requested, provided in Section 2.0 – Phase 2 pricing below. The Esri Project manager will work with the State on SOW changes and submit requests to the State for any changes identified during the lifecycle of the project. Esri will then work with the State through the contingency services process to identify resources and project related parameters to address the SOW changes.

Esri Deliverable

- 21. Contingency services to meet new requirements

1.3 Phase 2 Project Deliverables

Table 5. Summary of Project Deliverables – Please note that the Project Deliverables are numbered based on the master schedule that was initiated during Phase 1 of the project.

| Deliverable No. | Deliverable Name | Deliverable Type |
|-----------------|--|--------------------------|
| 10 | Delivery of COTS software as digital media | COTS Software |
| 11 | Software Installation Verification Checklist | Document |
| 12 | Migrated Data in State Development Environment | Migrated Data |
| 13 | UAT Test Plan | Document |
| 14 | Test scenarios and checklists | Document |
| 15 | Performance Test Plan | Document |
| 16 | The MGF Solution installed on State of Michigan QA environment | Configured COTS Software |

| Deliverable No. | Deliverable Name | Deliverable Type |
|-----------------|--|--------------------------|
| 17 | The MGF Solution installed on State of Michigan Production environment | Configured COTS Software |
| 18 | Warranty Services period for 90 days following acceptance of the MGF Solution installed on State of Michigan Production environment | Warranty |
| 19 | Nine consecutive business days of onsite Train-the-Trainer training classes for the solution as configured for the State | Custom Training |
| 20 | User Manual | Document |
| 21 | Technical Manuals | Document |
| 22 | Maintenance of Solution software, as described above, available on an annually renewable contract which will commence at the end of the 90-day warranty period | Remote Support |
| 23 | Knowledge transfer to State staff | Custom Training |
| 24 | Solution Transition Plan | Document |
| 25 | Contingency services to meet new requirements | Remote Support |

2.0 Phase 2 Pricing

The following statement of work pricing is provided to the State to provide the Geographic Information Systems services stated above. The price for this proposed work has been estimated based upon an anticipated award of a firm-fixed-price (FFP) task order subject to the terms and conditions of Contract No 071B1300270. The required staff and expenses for this statement of work have been estimated based on prior experience with work of a similar nature.

The prices in the task order have been updated to reflect the cost changes that were agreed upon by both parties since delivery of the original Esri Proposal #P16-18090. Esri's revised phased-approach pricing is **\$1,345,525** for phase 2 of the project. The details of this price are provided in Table 4 below.

Table 6. Phase 2 Project Cost (Firm-Fixed by Deliverables)

| No. | Cost Categories | Cost (\$) | Proposed Cost After Volume Discount (\$) | Hours |
|-----|--|-----------------------------|--|--------------|
| C. | Software Purchase | \$302,267 | \$302,267 | N/A |
| | Initial Purchase costs, please add annual maintenance in table 2 | | | |
| D. | Installation and Configuration | \$394,600 | \$364,924 | 3,000 |
| E. | Implementation | \$449,400 | \$422,028 | 1,449 |
| F. | Training | \$55,900 | \$52,528 | 220 |
| G. | Documentation | \$92,000 | \$84,547 | 300 |
| H. | Knowledge Transfer | \$39,800 | \$36,431 | 132 |
| I. | Initial Cost - Subtotal (C-H) | \$1,333,967 | \$1,262,725 | 5,101 |
| J. | Maintenance and Support | \$92,000 | \$82,800 | 270 |
| K. | Future system enhancements and contingency services. | See table 9 for labor rates | See table 9 for labor rates | 0 |
| | Total Project Cost | \$1,425,967 | \$1,345,525 | 5,371 |

The statement of work price is exclusive of applicable state and local taxes for which State shall remain responsible. The State will be invoiced in accordance with the final milestone payment schedule included in this Task Order. Invoices are to be paid within 30 days of receipt of invoice.

Esri has also applied a volume discount schedule to this project (phases 1 and 2). As this total project, Phases 1 and optional Phase 2, is over \$1,000,000 total, the new discount schedule will provide the State with an additional 10% price reduction on services. See the volume discount schedule and guidelines below for further details.

Table 7. MGF Upgrade Project Volume Discount Schedule

| Range | Discount |
|-------------------------|----------|
| \$0 - \$100,000 | 0.0% |
| \$100,001 - \$250,000 | 2.5% |
| \$250,001 - \$500,000 | 5.0% |
| \$500,001 - \$1,000,000 | 7.5% |
| \$1,000,001 + | 10.0% |

Volume Discount Guidelines

- 1.) Discounts will be based upon the value of each task order and will not be cumulative.
- 2.) The volume discount per task order will only be applied to Esri Professional Services labor and will not apply to other costs including but not limited to; hardware, software, data, subcontractor, or Esri Cloud Managed Services. Esri will make an exception for this program and contingency rates will include 1Spatial costs.
- 3.) The discount will be reflected on each invoice, calculated against the labor subtotal and not applied to individual labor rates.

Software Pricing

Esri is providing Esri COTs software pricing in Table 4, Item C – Software Purchase to \$302,267, and is providing a list of applicable COTs software products included for each of the five base-years, as well as the associated quantities and pricing. The COTs software purchase pricing total included in Table 6 below is \$302,267, which covers Base Year periods 1 and 2, and includes Esri’s subcontractor (1Spatial) software products.

Esri will leverage the Mater Purchase Agreement with the State of Michigan for the purchase all of the Esri software at the prices stated below. Additionally, the State can purchase the 1Integrate for ArcGIS software from Esri via the MGF contract.

Table 8. Summary of the Project Costs, Item C – Software Purchase

| Product Name | Price |
|--|------------------|
| ArcGIS Server Standard (2 Servers) Staging | \$19,735 |
| ArcGIS Server Data Reviewer (2 Servers) Staging | \$9,866 |
| ArcGIS Server Workflow (2 Servers) Staging | \$9,866 |
| ArcGIS Server Standard (2 Servers) Production | \$36,360 |
| ArcGIS Server Data Reviewer (2 Servers) Production | \$18,180 |
| ArcGIS Workflow (2 Servers) Production | \$18,180 |
| ArcGIS Desktop Standard | \$63,630 |
| ArcGIS Desktop Data Reviewer | \$22,725 |
| ArcGIS Desktop Workflow | \$22,725 |
| 1Integrate for ArcGIS Production | \$72,000 |
| 1Integrate for ArcGIS Development and QA | \$9,000 |
| | |
| Total | \$302,267 |

Table 9. The following two tables provide the breakdown between licenses versus maintenance and support for the five base years.

| Michigan DTMB - MGF proposal (Esri SW) for 50 Named Users | | | | | | |
|--|----------|----------|----------|----------|----------|-------|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
| ArcGIS Server Standard (2 servers) Production | | \$36,360 | | | | |
| ArcGIS Server Standard (2 servers) Production Maintenance | | | \$10,100 | \$10,100 | \$10,100 | |
| | | | | | | |
| ArcGIS Server Data Reviewer (2 servers) Production | | \$18,180 | | | | |
| ArcGIS Server Data Reviewer (2 servers) Production Maintenance | | | \$5,050 | \$5,050 | \$5,050 | |
| | | | | | | |
| ArcGIS Server Workflow (2 servers) Production | | \$18,180 | | | | |
| ArcGIS Server Workflow (2 servers) Production Maintenance | | | \$5,050 | \$5,050 | \$5,050 | |
| | | | | | | |
| | | | | | | |
| ArcGIS Server Standard (2 servers) Staging | \$19,735 | | | | | |
| ArcGIS Server Standard (2 servers) Staging Maintenance | | \$5,050 | \$5,050 | \$5,050 | \$5,050 | |
| | | | | | | |
| ArcGIS Server Data Reviewer (2 servers) Staging | \$9,866 | | | | | |
| ArcGIS Server Data Reviewer (2 servers) Staging Maintenance | | \$2,525 | \$2,525 | \$2,525 | \$2,525 | |
| | | | | | | |
| ArcGIS Server Workflow (2 servers) Staging | \$9,866 | | | | | |
| ArcGIS Server Workflow (2 servers) Staging Maintenance | | \$2,525 | \$2,525 | \$2,525 | \$2,525 | |
| | | | | | | |
| | | | | | | |
| ArcGIS Desktop Standard | | \$63,630 | | | | |
| ArcGIS Desktop Standard - Maintenance Primary | | | \$1,515 | \$1,515 | \$1,515 | |
| ArcGIS Desktop Standard - Maintenance Secondary | | | \$10,908 | \$10,908 | \$10,908 | |
| | | | | | | |

| Michigan DTMB - MGF proposal (Esri SW) for 50 Named Users | | | | | | |
|---|----------|-----------|----------|----------|----------|------------------|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
| ArcGIS Desktop Data Reviewer | | \$22,725 | | | | |
| ArcGIS Desktop Data Reviewer - Maintenance Primary | | | \$505 | \$505 | \$505 | |
| ArcGIS Desktop Data Reviewer - Maintenance Secondary | | | \$1,818 | \$1,818 | \$1,818 | |
| ArcGIS Desktop Workflow | | \$22,725 | | | | |
| ArcGIS Desktop Workflow - Maintenance Primary | | | \$505 | \$505 | \$505 | |
| ArcGIS Desktop Workflow - Maintenance Secondary | | | \$1,818 | \$1,818 | \$1,818 | |
| Premium Support - unlimited 2 contacts | | \$38,500 | \$38,500 | \$38,500 | \$38,500 | |
| Software cost | \$39,467 | \$181,800 | \$0 | \$0 | \$0 | \$221,267 |
| Maintenance cost | \$0 | \$10,100 | \$47,369 | \$47,369 | \$47,369 | \$152,207 |
| Support cost | \$0 | \$38,500 | \$38,500 | \$38,500 | \$38,500 | \$154,000 |
| Maintenance & Support | \$0 | \$48,600 | \$85,869 | \$85,869 | \$85,869 | \$306,207 |
| Totals | \$39,467 | \$230,400 | \$85,869 | \$85,869 | \$85,869 | \$527,474 |

Table 10. Michigan DTMB - MGF proposal (1Spatial SW)

| Units | Base Year 1 | Price |
|-------------------------------------|--|------------------|
| 50 | 1Integrate for ArcGIS Production | \$72,000 |
| 10 | 1Integrate for ArcGIS Development and QA | \$9,000 |
| | Subtotal | \$81,000 |
| | | |
| | Base Year 2 | |
| 50 | 1Integrate for ArcGIS Production | \$72,000 |
| 10 | 1Integrate for ArcGIS Development and QA | \$9,000 |
| | Subtotal | \$81,000 |
| | | |
| | Base Year 3 | |
| 50 | 1Integrate for ArcGIS Production | \$72,000 |
| 10 | 1Integrate for ArcGIS Development and QA | \$9,000 |
| | Subtotal | \$81,000 |
| | | |
| | Base Year 4 | |
| 50 | 1Integrate for ArcGIS Production | \$72,000 |
| 10 | 1Integrate for ArcGIS Development and QA | \$9,000 |
| | Subtotal | \$81,000 |
| | | |
| | Base Year 5 | |
| 50 | 1Integrate for ArcGIS Production | \$72,000 |
| 10 | 1Integrate for ArcGIS Development and QA | \$9,000 |
| | Subtotal | \$81,000 |
| | | |
| Total Price Base Years 1 - 5 | | \$405,000 |

Table 11. Labor Rates for future enhancements, on-going support (to be used for calculation of proposed blended rate for contingency services and/or any additional SOW's incorporated through change notices).

| Staffing Classification | Labor rate (per hour) Years 2 - 5 | Labor rate (per hour) Option Yr 1 | Labor rate (per hour) Option Yr 2 | Labor rate (per hour) Option Yr 3 | Labor rate (per hour) Option Yr 4 | Labor rate (per hour) Option Yr 5 |
|------------------------------|---|---|---|---|---|---|
| 1. Project management | \$327 | \$349 | \$362 | \$376 | \$390 | \$404 |
| 2. System architect | \$317 | \$337 | \$350 | \$363 | \$378 | \$393 |
| 3. Business analysts | \$290 | \$309 | \$321 | \$334 | \$347 | \$360 |
| 4. Programmer/developers | \$290 | \$309 | \$321 | \$333 | \$346 | \$359 |
| 5. Database administrators | \$271 | \$289 | \$300 | \$311 | \$323 | \$335 |
| 6. Testers | \$218 | \$232 | \$241 | \$251 | \$260 | \$270 |
| 7. Technical writers | \$218 | \$232 | \$241 | \$251 | \$260 | \$270 |
| 8. Software Architects | \$353 | \$376 | \$391 | \$405 | \$421 | \$437 |
| 9. Web developers | \$247 | \$262 | \$273 | \$283 | \$294 | \$306 |
| 10. Application trainers | \$240 | \$256 | \$266 | \$276 | \$287 | \$298 |
| Others: (List) below: | | | | | | |
| 11. Consultant | \$258 | \$275 | \$286 | \$296 | \$307 | \$319 |
| 12. Senior Consultant | \$310 | \$331 | \$343 | \$355 | \$368 | \$382 |
| 13. Principle Consultant | \$334 | \$356 | \$369 | \$383 | \$397 | \$412 |
| 14. Managing Consultant | \$346 | \$368 | \$382 | \$397 | \$412 | \$427 |

The following resource mix and weighing system from resources identified in Table 9, was utilized by Esri to calculate Table 11's blended hourly rate. To provide the maximum flexibility to the State, the rates provided have been blended to include the entire team for this project. While Esri's rates already reflect a sizeable reduction from Esri's rates established in the State's Agreement, given the size of the project, Esri is applying a further 10% volume discount for the time and materials contingency work. Additionally, Esri will continue to honor this discount for any future time and materials work associated with this project's contingency efforts. This discount will be applied to all labor included on the invoice for contingency services.

Table 12. Staffing Distribution

| Staffing Classification | | % |
|-------------------------|-----------------------|-------------|
| 1. | Project management | 8% |
| 2. | System architect | 19% |
| 4. | Programmer/developers | 25% |
| 6. | Testers | 15% |
| 9. | Web developers | 15% |
| 11. | Consultant | 10% |
| 14. | Managing Consultant | 8% |
| | | 100% |

Table 13. Years 2 thru 5 Possible Contingency Services Costs

| No. | Year | Estimate of Blended Hours | Blended Hourly Rate | Total |
|-----|--------|---------------------------|---------------------|-----------|
| 1 | Year 2 | 1500 | \$273 | \$409,500 |
| 2 | Year 3 | 1200 | \$281 | \$337,200 |
| 3 | Year 4 | 1000 | \$289 | \$289,000 |
| 4 | Year 5 | 750 | \$298 | \$223,500 |

This is estimated hours only and the State is under no obligation to utilize all or any specific portion of these estimated hours reserve bank of hours/other services, or contingency services.

Appendix A Responsibilities, Assumptions, and Deliverable Review and Acceptance

A.1. General State Responsibilities

- Designate a project team with defined team leads, including a project manager, and key project stakeholders and share that project organization with Esri. The team leads will possess the appropriate knowledge of the State of Michigan (State) operations and technical requirements. State's project manager will be the main technical point of contact for the Esri Project Manager.
- Coordinate and ensure the participation of appropriate State staff in all project-related activities. Activities include, but are not limited to:
 - Meetings.
 - Webcasts.
 - Training.
 - Testing.
 - Installation.
- Provide Esri with access to the following items during the project, as needed:
 - Background materials.
 - Source documents.
 - Data.
 - Meeting facilities.
 - Hardware and software environments (directly, or via VPN).
- Review and provide Esri with written acceptance to all project Deliverables according to the review and acceptance process outlined in Section A.3 of this Appendix.
- Unless otherwise specified in the Statement of Work, procure and/or license all necessary hardware, data, and third-party software prior to commencement of the project, if not provided under this contract.
- Install and configure State-provided software environments according to specifications and support provided by Esri.
- Hardware is not part of this procurement
- Provide access to and facilitate interactions between Esri and any State customers and/or stakeholders.

A.2. General Assumptions

General

- Unless otherwise stated in the Statement of Work, work will be performed remotely from an Esri or 1Spatial, Inc. office.
- Unless otherwise stated in the Scope of Work, remote work will be provided via telephone, email, and/or webcast and only during normal Esri business hours, Monday–Friday, 9:00 a.m. to 5:00 p.m. Eastern Time, excluding Esri holidays. The ideal teleconference time for all parties involved would be from 11:00 AM to 5:00 PM Eastern time, but Esri will accommodate earlier or later calls as necessary. The Esri project manager will coordinate communication and other activities schedules with the State project manager as well as the 1Spatial project manager to best accommodate everyone’s schedule.
- On-site work will take place at State offices in Lansing, MI, unless otherwise stated in the Statement of Work.
- Days at State site are not to exceed 9 hours of work per day.
- References to days in the Statement of Work refer to consecutive business days.
- State will provide Esri with a minimum of two weeks’ advanced notice before on-site travel is scheduled.
- Esri will be provided with internet and VPN access to all project-related State environments.
- Esri will not access, download, or accept State Personal Information (PI) or Personal Health Information (PHI) Personal Identifiable Information (PII), Personal Health Information (PHI), (PCI) Payment Card Industry, and (CUI) Controlled Unclassified Information.
- Esri will be provided with system administration rights to State environments, as required.
- State end users are already knowledgeable in the use of ArcGIS software, or will complete the training classes recommended by Esri, if included in this statement of work.
- The project schedule will identify task dependencies. The commencement of work on subsequent tasks with dependencies on preceding Deliverables will be contingent upon Esri receiving written acceptance for those preceding Deliverables.

Hardware / Software

- All work will be performed on the latest version of Esri products, unless otherwise specified in the Statement of Work.
- Bugs found in Esri COTS Software will be handled by State under the terms of its software licenses unless otherwise specified in this statement of work.

-
- Documentation for ArcGIS COTS is available in ArcGIS help online, and is not included in any project-specific documentation; nor is documentation for third-party software or hardware.
 - Unless otherwise specified in the price section, this statement of work does not include the costs of any hardware.
 - Any required hardware will be provided by State and the cost is not included in this statement of work.
 - Hosting is not part of this procurement.

Data

- Data to be migrated will be provided by the State in an Esri-compatible or Esri-convertible format.
- Unless otherwise specified in this statement of work, Esri will not be responsible for cleansing data.
- Unless otherwise specified in this statement of work, existing errors in the source data will not be corrected by Esri as part of any data upload.

Testing

- All testing related details including test scope, types of testing, test entry and exit criteria, defect levels, defect resolution process, and the acceptance process will be defined in a test plan.
- Unless otherwise specified in the Statement of Work, Esri will use Microsoft Team Foundation Server (TFS) to track and manage defects. Esri will provide State with a customer-facing portal to access TFS to submit defects during user acceptance testing.
- Unless otherwise specified, State is responsible for acquiring and setting up all hardware and third-party software related to setting up the State test, staging and production environments prior to the commencement of testing and deployment activities.
- Unless otherwise specified in the Statement of Work, production deployment will commence only after user acceptance testing has been concluded and system acceptance has been provided by State on the testing or staging environment.

A.3. Deliverable Review and Acceptance

Timely review and acceptance of Deliverables will be critical to maintaining the project schedule. Esri will accommodate the State's need for more than five business days to review certain deliverables because of resource availability as defined above. Based upon experience, Esri believes that five business days is a reasonable amount of time for reviewing deliverables but we realize that our clients sometimes need additional time for a number of business or individual personal reasons. If the State needs an additional five to ten business days for review, then the State can simply make a request to the Esri project manager and the extension will be granted.

If there is a specific impact to the schedule, Esri will adjust the schedule for review by the State. Esri does

not expect that a few requested extensions of this magnitude will have any adverse impact on the schedule or overall costs of the project. If for some reason, the State needs more than 15 total days to review a specific project deliverable or activity, then Esri will work with the State to identify the most reasonable extension period or solution that has the least impact to the project and the State on a case by case basis. Additionally, Esri will work with the State to limit any additional costs due to schedule extensions as requested by the State.

The Statement of Work assumes the following acceptance process and review cycles for each Deliverable type specified in the matrix below and State is responsible for providing Esri with written acceptance for each Deliverable specified in Table 1.3 Phase 2 Project Deliverables of the Statement of Work in accordance with this matrix.

Esri can provide a sample acceptance letter for review at the beginning of the project.

| Deliverable Type | Acceptance Process |
|---|---|
| Document | <p>Esri and State agree on the document template and table of contents.</p> <p>Esri submits a draft document to State for review.</p> <p>State review period is five days*.</p> <p>State compiles comments from reviewers, de-conflicts comments, removes comments that are out of scope, and submits a single set of comments to Esri.</p> <p>Esri and State discuss comments and agree on changes, if any, that will be made.</p> <p>Esri submits a final document to State and State provides written acceptance to Esri within five days* of receipt.</p> |
| COTS Software | COTS Software will be deemed accepted upon installation |
| Configured COTS Software | State will provide written acceptance to Esri within 5 days* of completion of the acceptance process specified in Task 4.3.3 of the Statement of Work. |
| Migrated Data | In accordance with the data acceptance test plan specified in the Statement of Work State will provide written acceptance to Esri within five days* of completion of the data acceptance test. |
| Custom Training | Upon completion of custom training the training is deemed accepted. |
| Remote Support | Remote support is deemed accepted when Esri provides the number of hours of support specified in the Statement of Work. |
| Meeting | A meeting is deemed accepted upon conclusion of the meeting. |
| Warranty | Warranty support will be deemed accepted upon expiration of the 90-day warranty period. |
| *Upon request, Esri can provide up to an additional 10 business days of time for the State to conduct review and acceptance-based activities. | |

State of Michigan

Geographic Framework Update

Revised Preliminary Project Plan Schedule

Prepared for:

State of Michigan

Department of Technology, Management and Budget Procurement

Jarrold Barron, IT Category Specialist

517-284-7045

Barronj1@michigan.gov

June 2, 2017

Esri Proposal # P16-18090



380 New York Street
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909 793 2853

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1.0 Introduction

Per the State's request, Esri is providing a revised Preliminary Project Plan Schedule encompassing the phased-approach outlined in its two task orders, which have been provided separately.

2.0 Updated Preliminary MGF Overview Schedule

| ID | Task Name | Duration | Start | Finish |
|-----|--|-----------|----------|----------|
| 1 | Phase 1 | | | |
| 2 | 1 Project Initiation & Management | 255 days | 6/19/17 | 6/8/18 |
| 12 | 2 Business Requirements | 60 days | 7/3/17 | 9/22/17 |
| 13 | 2.1 Requirements Specification Document | 28 days | 7/3/17 | 8/9/17 |
| 21 | 2.2 GIS Data Design and Data Model | 32 days | 8/10/17 | 9/22/17 |
| 29 | 2.3 Document GIS Business Rules Requirements | 32 days | 8/10/17 | 9/22/17 |
| 36 | 2.4 Workflow Manager Workflows Design Document | 29 days | 8/10/17 | 9/19/17 |
| 43 | 2.5 System Design | 26 days | 8/14/17 | 9/18/17 |
| 49 | Phase 2 | | | |
| 50 | 3 Software Delivery | 65 days | 10/2/17 | 12/29/17 |
| 53 | 4 Installation and Configuration Services | 65 days | 10/2/17 | 12/29/17 |
| 54 | 4.1 COTS Installation | 5 days | 10/2/17 | 10/6/17 |
| 61 | 4.2 Configuration | 65 days | 10/2/17 | 12/29/17 |
| 66 | 5 Implementation | 247 days | 12/4/17 | 11/13/18 |
| 67 | 5.1 Data Migration and Conversion | 70 days | 12/11/17 | 3/16/18 |
| 73 | 5.2 Interfaces/Integration | 5 days | 12/25/17 | 12/29/17 |
| 79 | 5.3 Testing | 199 days | 12/4/17 | 9/6/18 |
| 114 | 6 Custom Training Workshop | 9 days | 4/20/18 | 5/2/18 |
| 121 | 7 Documentation | 64 days | 1/22/18 | 4/19/18 |
| 122 | 7.1 Prepare Hard Copy Documentation | 40 days | 1/22/18 | 3/16/18 |
| 127 | 7.2 Configure On-line Documentation | 24 days | 3/19/18 | 4/19/18 |
| 133 | 8 Maintenance and Support | 1250 days | 9/7/18 | 6/22/23 |
| 137 | 9 Knowledge Transfer/Transition | 5 days | 5/4/18 | 5/10/18 |
| 141 | 10 Others | 990 days | 9/7/18 | 6/23/22 |

3.0 Draft MGF Detailed Updated Initial Project Plan Schedule

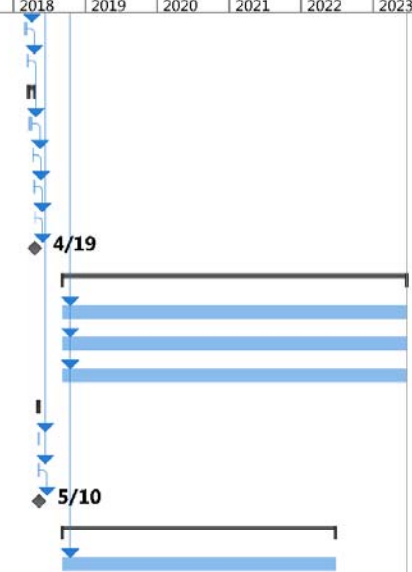
| ID | Task Name | Start | Finish | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|----|--|---------|---------|------|------|------|------|------|------|------|
| 1 | Phase 1 | | | | | | | | | |
| 2 | 1 Project Initiation & Management | 6/19/17 | 6/8/18 | | | | | | | |
| 3 | 1.1 Update Preliminary Project Plan | 6/19/17 | 6/23/17 | | | | | | | |
| 4 | Project Plan Acceptance | 6/26/17 | 6/30/17 | | | | | | | |
| 5 | 1.2 Project Kick-off Meetings and Presentations | 6/27/17 | 6/30/17 | | | | | | | |
| 6 | 1.2.1 Orientation Meeting (2 days onsite) | 6/27/17 | 6/28/17 | | | | | | | |
| 7 | 1.2.2 Project Initiation Meeting (2 days onsite) | 6/29/17 | 6/30/17 | | | | | | | |
| 8 | Kick Off Meeting Acceptance | 6/28/17 | 6/28/17 | | | | | | | |
| 9 | 1.3 Report Templates | 6/26/17 | 6/8/18 | | | | | | | |
| 10 | 1.3.1 Report Management | 6/26/17 | 6/8/18 | | | | | | | |
| 11 | 1.3.2 Weekly Status Reports | 6/26/17 | 6/8/18 | | | | | | | |
| 12 | 2 Business Requirements | 7/3/17 | 9/22/17 | | | | | | | |
| 13 | 2.1 Requirements Specification Document | 7/3/17 | 8/9/17 | | | | | | | |
| 14 | 2.1.1 Conduct (4 day Onsite workshop) | 7/3/17 | 7/6/17 | | | | | | | |
| 15 | 2.1.2 Prepare Draft Requirements Document | 7/7/17 | 7/20/17 | | | | | | | |
| 16 | 2.1.3 Review Draft Requirements Document | 7/21/17 | 7/24/17 | | | | | | | |
| 17 | 2.1.4 Conduct Webcast MDTMB Review Draft Requirements Document | 7/25/17 | 7/25/17 | | | | | | | |
| 18 | 2.1.5 Prepare Final Requirements Document | 7/26/17 | 8/1/17 | | | | | | | |
| 19 | 2.1.6 Review Final Requirements Document | 8/2/17 | 8/2/17 | | | | | | | |
| 20 | Requirements Document Accepted | 8/3/17 | 8/9/17 | | | | | | | |
| 21 | 2.2 GIS Data Design and Data Model | 8/10/17 | 9/22/17 | | | | | | | |
| 22 | 2.5.1 Conduct 3 day GIS Data Design and Data Model Workshop | 8/10/17 | 8/14/17 | | | | | | | |
| 23 | 2.5.2 Prepare Draft GIS Data Design and Data Model | 8/15/17 | 8/28/17 | | | | | | | |
| 24 | 2.5.3 Review Draft GIS Data Design and Data Model | 8/29/17 | 8/29/17 | | | | | | | |
| 25 | 2.5.4 Conduct Webcast MDTMB Review GIS Data Design Data Model | 8/30/17 | 8/31/17 | | | | | | | |
| 26 | 2.5.5 Prepare Final GIS Data Design and Data Model | 9/1/17 | 9/7/17 | | | | | | | |
| 27 | 2.5.6 Review Final GIS Data Design and Data Model | 9/8/17 | 9/8/17 | | | | | | | |
| 28 | GIS Data Design and Data Model Accepted | 9/11/17 | 9/22/17 | | | | | | | |
| 29 | 2.3 Document GIS Business Rules Requirements | 8/10/17 | 9/22/17 | | | | | | | |
| 30 | 2.5.2 Prepare Draft GIS Business Rules Layer Design Document | 8/10/17 | 8/30/17 | | | | | | | |
| 31 | 2.5.3 Review Draft GIS Business Rules Layer Design Document | 8/31/17 | 9/4/17 | | | | | | | |

| ID | Task Name | Start | Finish | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|----|--|----------------|-----------------|------|------|------|------|------|------|------|
| 32 | 2.5.4 Conduct Webcast MDTMB Review GIS Business Rules Layer Design Documentel | 9/5/17 | 9/6/17 | | | | | | | |
| 33 | 2.5.5 Prepare Final GIS Business Rules Layer Design Document | 9/7/17 | 9/13/17 | | | | | | | |
| 34 | 2.5.6 Review Final GIS Business Rules Layer Design Document | 9/14/17 | 9/15/17 | | | | | | | |
| 35 | GIS Business Rules Layer Design Document Accepted | 9/18/17 | 9/22/17 | | | | | | | |
| 36 | 2.4 Workflow Manager Workflows Design Document | 8/10/17 | 9/19/17 | | | | | | | |
| 37 | 2.3.1 Prepare Draft Workflows Design Document | 8/10/17 | 9/6/17 | | | | | | | |
| 38 | 2.3.2 Conduct WebEx with MDTMB draft Workflows Design Document | 9/7/17 | 9/7/17 | | | | | | | |
| 39 | 2.3.3 Review Draft Workflows Design Document | 9/8/17 | 9/11/17 | | | | | | | |
| 40 | 2.3.4 Prepare Final Workflows Design Document | 9/12/17 | 9/18/17 | | | | | | | |
| 41 | 2.3.5 Review Final Workflows Design Document | 9/19/17 | 9/19/17 | | | | | | | |
| 42 | Workflows Design Document Accepted | 9/19/17 | 9/19/17 | | | | | | | |
| 43 | 2.5 System Design | 8/14/17 | 9/18/17 | | | | | | | |
| 44 | 2.5.1 Conduct Onsite System Architecture Workshop (5 days) | 8/14/17 | 8/18/17 | | | | | | | |
| 45 | 2.5.2 Prepare Draft System Document | 8/21/17 | 9/1/17 | | | | | | | |
| 46 | Draft System Architecture Design and Performance Tuning Review | 9/4/17 | 9/8/17 | | | | | | | |
| 47 | 2.5.3 Prepare Final System Document | 9/11/17 | 9/15/17 | | | | | | | |
| 48 | Final System Architecture Design and Performance Tuning Accepted | 9/18/17 | 9/18/17 | | | | | | | |
| 49 | Phase 2 | 9/1/17 | 9/1/17 | | | | | | | |
| 50 | 3 Software Delivery | 10/2/17 | 12/29/17 | | | | | | | |
| 51 | 3.1 Esri COTS SoftwareDelivery | 10/2/17 | 10/2/17 | | | | | | | |
| 52 | 3.2 1Spatial Software Delivery | 10/2/17 | 10/2/17 | | | | | | | |
| 53 | 4 Installation and Configuration Services | 10/2/17 | 12/29/17 | | | | | | | |
| 54 | 4.1 COTS Installation | 10/2/17 | 10/6/17 | | | | | | | |
| 55 | 4.1.1 Install ArcGIS Desktop, Pro, Data Reviewer, Data Interoperability and WMX - remote | 10/2/17 | 10/2/17 | | | | | | | |
| 56 | 4.1.2 Install ArcGIS Server, Data store & Portal - remote | 10/3/17 | 10/3/17 | | | | | | | |
| 57 | 4.1.3 Install ArcSDE MGF Production & Publication (Dev, QA & Production) - remote | 10/4/17 | 10/4/17 | | | | | | | |
| 58 | 4.1.4 Install 1Integrate | 10/5/17 | 10/5/17 | | | | | | | |
| 59 | 4.1.5 Install and Configuration of DBS and SW | 10/6/17 | 10/6/17 | | | | | | | |
| 60 | COTS Installation Accepted | 10/6/17 | 10/6/17 | | | | | | | |
| 61 | 4.2 Configuration | 10/2/17 | 12/29/17 | | | | | | | |

| ID | Task Name | Start | Finish | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|----|---|----------|----------|------|------|------|------|------|------|------|
| 62 | 4.2.1 Configure 1Integrate Business Rules Engine | 10/2/17 | 12/8/17 | | | | | | | |
| 63 | 4.2.2 Configure Workflow Manager | 12/11/17 | 12/29/17 | | | | | | | |
| 64 | 4.2.3 Configure Operations Dash Board for ArcGIS | 12/11/17 | 12/22/17 | | | | | | | |
| 65 | Configuration Complete | 12/22/17 | 12/22/17 | | | | | | | |
| 66 | 5 Implementation | 12/4/17 | 11/13/18 | | | | | | | |
| 67 | 5.1 Data Migration and Conversion | 12/11/17 | 3/16/18 | | | | | | | |
| 68 | 5.1.1 Conversion | 12/11/17 | 12/22/17 | | | | | | | |
| 69 | 5.1.2 Migration | 12/25/17 | 1/12/18 | | | | | | | |
| 70 | 5.1.3 Configuration | 1/15/18 | 2/16/18 | | | | | | | |
| 71 | 5.1.4 QA/QC and Data Acceptance | 2/19/18 | 3/9/18 | | | | | | | |
| 72 | Data Migration and Conversion Acceptance | 3/12/18 | 3/16/18 | | | | | | | |
| 73 | 5.2 Interfaces/Integration | 12/25/17 | 12/29/17 | | | | | | | |
| 74 | 5.2.1 ArcGIS Desktop (MXD) | 12/25/17 | 12/29/17 | | | | | | | |
| 75 | 5.2.2 CSS, ArcGIS java Script API | 12/25/17 | 12/29/17 | | | | | | | |
| 76 | 5.2.3 SQL Server 2014 | 12/25/17 | 12/29/17 | | | | | | | |
| 77 | 5.2.4 MDOT Roads & Highway LRS integration | 12/25/17 | 12/29/17 | | | | | | | |
| 78 | Interfaces Complete | 12/29/17 | 12/29/17 | | | | | | | |
| 79 | 5.3 Testing | 12/4/17 | 9/6/18 | | | | | | | |
| 80 | 5.3.1 Test Plan & Test Scripts | 12/4/17 | 2/6/18 | | | | | | | |
| 81 | 5.3.1.1 Prepare Draft Test Plan and Scripts | 12/4/17 | 1/5/18 | | | | | | | |
| 82 | 5.3.1.2 Review Draft Test Plans & Scripts | 1/8/18 | 1/12/18 | | | | | | | |
| 83 | Draft Test Plan & Scripts Consolidated Feedback Provided | 1/15/18 | 1/19/18 | | | | | | | |
| 84 | 5.3.1.3 Prepare Final Test Plan & Scripts | 1/22/18 | 1/26/18 | | | | | | | |
| 85 | 5.3.1.4 Review Final Test Plan & Scripts | 1/29/18 | 1/30/18 | | | | | | | |
| 86 | Final Test Plan & Scripts Accepted | 1/31/18 | 2/6/18 | | | | | | | |
| 87 | 5.3.2 Conduct System Testing - Internal Acceptance Testing (IAT) | 1/1/18 | 3/5/18 | | | | | | | |
| 88 | 5.3.2.1 Internal Testing/Integration Testing | 1/1/18 | 1/19/18 | | | | | | | |
| 89 | 5.3.2.2 IAT Cycle 1 | 1/22/18 | 1/26/18 | | | | | | | |
| 90 | 5.3.2.3 Rework & Retest | 1/29/18 | 2/2/18 | | | | | | | |
| 91 | 5.3.2.4 IAT Cycle 2 | 2/5/18 | 2/9/18 | | | | | | | |
| 92 | 5.3.2.5 Rework & Retest | 2/12/18 | 2/16/18 | | | | | | | |
| 93 | 5.3.2.6 IAT Cycle 3 | 2/19/18 | 2/21/18 | | | | | | | |

| ID | Task Name | Start | Finish | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|-----|--|----------------|----------------|------|------|------|------|------|------|------|
| 94 | 5.3.2.7 Rework & Retest | 2/22/18 | 2/23/18 | | | | | | | |
| 95 | 5.3.2.8 IAT Test Results Report | 2/26/18 | 3/2/18 | | | | | | | |
| 96 | 5.3.2.9 System Test Results Webcast | 3/5/18 | 3/5/18 | | | | | | | |
| 97 | IAT Complete | 3/5/18 | 3/5/18 | | 3/5 | | | | | |
| 98 | 5.3.3 User Acceptance Testing (UAT) | 3/6/18 | 4/19/18 | | | | | | | |
| 99 | 5.3.3.1 Installation | 3/6/18 | 3/6/18 | | | | | | | |
| 100 | 5.3.3.2 UAT Cycle 1 - onsite initial 4 days | 3/7/18 | 3/20/18 | | | | | | | |
| 101 | 5.3.3.3 Rework & Retest | 3/21/18 | 3/27/18 | | | | | | | |
| 102 | 5.3.3.4 UAT Cycle 2 - remote | 3/28/18 | 4/3/18 | | | | | | | |
| 103 | 5.3.3.5 Rework & Retest | 4/4/18 | 4/6/18 | | | | | | | |
| 104 | 5.3.3.6 UAT Cycle 3 - remote | 4/9/18 | 4/10/18 | | | | | | | |
| 105 | 5.3.3.7 Rework & Retest | 4/11/18 | 4/12/18 | | | | | | | |
| 106 | UAT Complete and MGF Solution Accepted | 4/13/18 | 4/19/18 | | | | | | | |
| 107 | 5.4 Production Go-live | 4/20/18 | 5/3/18 | | | | | | | |
| 108 | 5.4.1 Production Go-Live support - Move Data from QA to Production | 4/20/18 | 4/26/18 | | | | | | | |
| 109 | 5.4.2 Production Planning and Miscellaneous support | 4/27/18 | 5/3/18 | | | | | | | |
| 110 | Production Go Live Complete - System Accepted and Operational | 5/3/18 | 5/3/18 | | 5/3 | | | | | |
| 111 | 5.5 Performance Warranty Period | 5/4/18 | 9/6/18 | | | | | | | |
| 112 | 5.5.1 90 days warranty support | 5/4/18 | 9/6/18 | | | | | | | |
| 113 | Performance Warranty Period Complete | 9/6/18 | 9/6/18 | | 9/6 | | | | | |
| 114 | 6 Custom Training Workshop | 4/20/18 | 5/2/18 | | | | | | | |
| 115 | 6.1 Technical Training (Analysts) - 2 days onsite | 4/20/18 | 4/23/18 | | | | | | | |
| 116 | 6.2 System Administration Training - 2 days onsite | 4/24/18 | 4/25/18 | | | | | | | |
| 117 | 6.3 End-User Training 1 - configuration and business rule creation - 2 days onsite | 4/26/18 | 4/27/18 | | | | | | | |
| 118 | 6.4 End-User Training 2 - configuration - 1 day onsite | 4/30/18 | 4/30/18 | | | | | | | |
| 119 | 6.5 End-User Training 3 - reporting within the system - 2 days onsite | 5/1/18 | 5/2/18 | | | | | | | |
| 120 | Custom Training Complete | 5/2/18 | 5/2/18 | | 5/2 | | | | | |
| 121 | 7 Documentation | 1/22/18 | 4/19/18 | | | | | | | |
| 122 | 7.1 Prepare Hard Copy Documentation | 1/22/18 | 3/16/18 | | | | | | | |
| 123 | 7.1.1 Prepare Draft User Manual and Technical Manual | 1/22/18 | 2/16/18 | | | | | | | |
| 124 | Review and Comment Draft User Manual and Technical Manual | 2/19/18 | 2/23/18 | | | | | | | |

| ID | Task Name | Start | Finish | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|-----|---|----------------|----------------|------|------|------|------|------|------|------|
| 125 | 7.1.3 Prepare Final User Manual and Technical Manual | 2/26/18 | 3/9/18 | | | | | | | |
| 126 | Accept User Manual and Technical Manual | 3/12/18 | 3/16/18 | | | | | | | |
| 127 | 7.2 Configure On-line Documentation | 3/19/18 | 4/19/18 | | | | | | | |
| 128 | 7.2.1 Configure documents within the MDTMB website | 3/19/18 | 4/6/18 | | | | | | | |
| 129 | 7.2.2 Review documents in the MDTMB website | 4/9/18 | 4/11/18 | | | | | | | |
| 130 | 7.2.3 Finalize documents in the MDTMB website | 4/12/18 | 4/18/18 | | | | | | | |
| 131 | 7.2.4 On-line documents Accepted | 4/19/18 | 4/19/18 | | | | | | | |
| 132 | Documentation Complete | 4/19/18 | 4/19/18 | | | | | | | |
| 133 | 8 Maintenance and Support | 9/7/18 | 6/22/23 | | | | | | | |
| 134 | 8.1 Telephone technical Support | 9/7/18 | 6/22/23 | | | | | | | |
| 135 | 8.2 Solution Release Management Support | 9/7/18 | 6/22/23 | | | | | | | |
| 136 | 8.3 Issue Reporting Mechanism (Issue Tracking and Management) | 9/7/18 | 6/22/23 | | | | | | | |
| 137 | 9 Knowledge Transfer/Transition | 5/4/18 | 5/10/18 | | | | | | | |
| 138 | 9.1 Knowledge Transfer to State Staff workshop | 5/4/18 | 5/10/18 | | | | | | | |
| 139 | 9.2 Solution Transition Plan | 5/4/18 | 5/10/18 | | | | | | | |
| 140 | Knowledge Transfer/Transition Complete | 5/10/18 | 5/10/18 | | | | | | | |
| 141 | 10 Others | 9/7/18 | 6/23/22 | | | | | | | |
| 142 | 10.1 Contingency Services | 9/7/18 | 6/23/22 | | | | | | | |



MGF UPDATE REQUIREMENTS

| A | B | C | D | E | F |
|--------------------|---|---|------------------------|-------------------------|---|
| Req. No. | Requirement | Mandatory (M) Expected (E) Optional (O) | Response (Yes / No) | Response (1,2,3,4,5) | Comments |
| Environment | | | | | |
| 1 | MGF data must be stored within a relational database that supports spatial data types | M | Yes | 1 | Esri will install and configure ArcSDE software on MS SQL 2014 RDBMS. Then, GIS Data Model will be designed and installed in ArcSDE/MS SQL 2014 with Spatial data storage type that State wants to implement. |
| 2 | The system will implement security and roles to manage access and capabilities to: review, edit data etc. | E | Yes | 1 | Esri will configure security and roles to manage and access GIS data layers configured in the ArcSDE Geodatabase for data edit as per State's requirements |

| A | B | C | D | E | F |
|----------|--|---|------------------------|-------------------------|--|
| Req. No. | Requirement | Mandatory (M) Expected (E) Optional (O) | Response (Yes / No) | Response (1,2,3,4,5) | Comments |
| 3 | A Business Rules Engine must be able to process and validate data going into the MGF system | M | Yes | 1 | The solution incorporates the 1Integrate for ArcGIS enterprise spatial rules engine. This contains a completely general, first-order logic system which can be used to express arbitrary business logic and includes both spatial operators (predicates) and a rich array of spatial and scalar processing functions (e.g. buffer, boundary, regular expression matching etc.) which can be used freely within the logic sentences. Being natively integrated with both ArcGIS Server and Desktop, it is simple for end users in desktop, web and mobile environments to ensure that data is conformant to the business rules in force at the point of data entry. In addition, the rules engine is exposed as a standard ReST web service making it easy to incorporate it within almost any client or server environment from any vendor |
| 4 | The Business Rules Engine may be capable of processing Linear Referencing Data from various sources into Esri Roads and Highways | O | Yes | 1 | 1Integrate for ArcGIS contains a standards-compliant geometry engine (ISO19107/ISO19125) with support for 2D, 3D and LRS data. Validation and manipulation of LRS data is provided through a series of LRS-aware built-in functions to, for example, ensure monotonicity, re-calibrate or interpolate missing measures. |
| 5 | Workflow will be able to track and manage edits and approvals to data changes within the system | E | Yes | 1 | ArcGIS Workflow Manager will be configured to track and manage edits and approvals to data changes within the system |

| A | B | C | D | E | F |
|-----------------|---|---|------------------------|-------------------------|---|
| Req. No. | Requirement | Mandatory (M) Expected (E) Optional (O) | Response (Yes / No) | Response (1,2,3,4,5) | Comments |
| 6 | The system will be able to manage addressing data being aggregated from multiple sources adhering to National Emergency Number Association (NENA) standards | E | Yes | 1 | The NENA addressing standard, Development of Site/Structure Address Point GIS Data for 9-1-1 (NENA-INF-014.1-2015) describes the many, varied address and access point placement scenarios which commonly occur. Geometric, feature classification, address range and transport access data all come into play in determining the ideal placement. 1Integrate for ArcGIS represents an ideal environment in which to manage the range and complexity of these scenarios, providing a clear and concise way of capturing the spatial and attribute logic of each case in a user-accessible form. The rule authoring environment included with the rules engine promotes a simple, iterative working pattern in which complex scenarios can be built up in stages from simpler rule elements already developed. Testing is also fully integrated allowing for a Rapid Application Development (RAD) style in which new scenarios can be taken quickly and safely from design into production. |
| 7 | The system will support change management to track edit history and the ability to roll back or undo those edits. | E | Yes | 1 | ArcGIS out-of-the-box functionality will be configured to meet this requirement. |
| 8 | The system will be capable of processing and storing data with elevation or z values. | E | Yes | 1 | GIS Data Model will incorporate the functionality to store elevation “z” value for the applicable layer |
| Database | | | | | |
| 9 | The system design must include a comprehensive database model | M | Yes | 1 | Esri will design a GIS data Model and will provide a Geodatabase model to store the MGF source GIS layers |

| A | B | C | D | E | F |
|-----------------------------------|---|---|------------------------|-------------------------|--|
| Req. No. | Requirement | Mandatory (M) Expected (E) Optional (O) | Response (Yes / No) | Response (1,2,3,4,5) | Comments |
| 10 | <p>The MGF repository must be capable of storing spatial data of the following types including but not limited to:</p> <ul style="list-style-type: none"> • Polylines (with or without z) • Polygons (with or without z) • Points (with or without z) • LRS (with or without z) • Networks (with or without z) | M | Yes | 1 | <p>Esri will provide Geodatabase model that can store following data types:</p> <ul style="list-style-type: none"> • Polylines (with or without z) • Polygons (with or without z) • Points (with or without z) • LRS (with or without z) • Networks (with or without z) |
| 11 | The database will be able to utilize system accounts as well as the State of Michigan's Active Directory for roles and permissions on objects | E | Yes | 1 | Esri will Integrate ArcGIS portal and State's Active Directory for user store and management |
| 12 | The system will provide metadata storage and editing capabilities for all objects in the database | E | Yes | 1 | Esri Geodatabase model and ArcGIS platform will provide metadata storage and editing capabilities for all objects in the Geodatabase |
| Security | | | | | |
| 13 | The system will leverage Microsoft's Active Directory for permissions and roles of users logged in to the STATE network, external (web) users will use STATE single sign-on (MiLogin). | E | Yes | 1 | Esri will Integrate ArcGIS portal and State's Active Directory for user store and management |
| 14 | Security will be granular enough to control what users can see and access based upon attributes, features, as well as geographic location (County Road Commission could only update county roads within their county) | E | Yes | 1 | Esri Geodatabase provides various database roles to control the GIS data layers |
| Linear Referencing Systems | | | | | |

| A | B | C | D | E | F |
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| Req. No. | Requirement | Mandatory (M) Expected (E) Optional (O) | Response (Yes / No) | Response (1,2,3,4,5) | Comments |
| 15 | The system will be capable of storing multiple LRS networks such as <ul style="list-style-type: none"> Roadway centerline <ul style="list-style-type: none"> ID, Begin and End Mile Hydrography centerline (NHD) <ul style="list-style-type: none"> ID, Length | E | Yes | 1 | Esri will provide the Geodatabase model to store multiple LRS systems |
| 16 | Networks will incorporate elevation as part of the geometry | E | Yes | 1 | Esri Geodatabase provides this functionality |
| 17 | The system must integrate LRS management with Esri Roads and Highways | M | Yes | 1 | Esri will include LRF functionalities in the Geodatabase Model |
| Change Management | | | | | |
| 18 | The system will include a process to track changes across time to geometry and attributes | E | Yes | 1 | Esri Geodatabase provides functionalities need to track changes across time to geometry and attributes |
| 19 | Changes must indicate the editor and approver along with time stamps and comments | M | Yes | 1 | Esri will configure the Geodatabase model to include edit tracking and time stamps functionalities |
| Conflation | | | | | |

| A | B | C | D | E | F |
|-----------------|--|---|------------------------|-------------------------|--|
| Req. No. | Requirement | Mandatory (M) Expected (E) Optional (O) | Response (Yes / No) | Response (1,2,3,4,5) | Comments |
| 20 | The system must have the tools to load bulk data from external sources and compare that incoming information against what is currently within the repository. This capability must evaluate the geometry and attributes to determine what is new or a change compared to what already exists and integrate it into the appropriate workflow(s). Integrated changes must be checked against all business rules and allow reporting/evaluation of errors before being committed. | M | Yes | 1 | 1Integrate for ArcGIS uses the same logical formalism that is used to implement validation rules to implement data transformation and conflation. Logic sentences can be used to make arbitrarily complex data inference and enrichment statements. These can, for example, be used to compare two different epochs of the same dataset to compose a set of update proposals (create, update and delete records.) These may then be manually reviewed or applied automatically as needed. In the latter case, the updated records can be validated in context of their neighboring data using the usual validation logic developed for the standard data submission routes |
| Workflow | | | | | |
| 21 | The system must have workflow management to request and track changes | M | Yes | 1 | Esri will configure ArcGIS workflow Manager to provide workflow management to request and track changes |
| 22 | Users of the system will be capable of seeing workflow that they have initiated, approved/declined or in Statee capacity participated in along with its status. | E | Yes | 1 | Esri will configure ArcGIS Workflow Manager and Operations Dashboard for ArcGIS to manage the workflow status |
| 23 | Specific workflows will be capable of expanding to illustrate all steps involved, whom (if anyone) has a roll for a specific step along with the current progress. | E | Yes | 1 | Esri will configure ArcGIS Workflow Manager and Operations Dashboard for ArcGIS to manage the workflow status |
| 24 | A user with the role of workflow manager will be capable of seeing all workflows and be notified when workflows fail and when feasible be capable of restarting the workflow once the failure is resolved. | O | Yes | 1 | Esri will configure ArcGIS Workflow Manager and Operations Dashboard for ArcGIS to manage the workflow status |

| A | B | C | D | E | F |
|----------------------|--|---|------------------------|-------------------------|---|
| Req. No. | Requirement | Mandatory (M) Expected (E) Optional (O) | Response (Yes / No) | Response (1,2,3,4,5) | Comments |
| 25 | Workflow administrators must be capable of adding, deleting and updating workflows. | M | Yes | 1 | Esri will provide training to the Workflow administrator to add, modify and delete workflow items |
| Cartography | | | | | |
| 26 | <p>The system's data model will be capable of supporting cartographic capabilities of ArcGIS Server for Tile Cache production including but not limited to the following:</p> <ul style="list-style-type: none"> • Represent centerlines based upon number of lanes • Draw arrows within roadway for one way streets • Draw road over and under correctly regardless of layer order | E | Yes | 1 | ArcGIS platform support the cartographic capabilities of ArcGIS Server for Tile Cache production |
| Configuration | | | | | |
| 27 | System administrators must have the capability to add new datasets to the system. As an example a business area is interested in tracking conservation easements so the admin must be able to create a new polygon layer in the system, load it with data, establish workflow, business rules and assign users and roles. | M | Yes | 1 | Esri implemented Geodatabase will provide State's administrator to extend or expand data model by creating a new polygon layer in the system, load it with data, establish workflow, business rules and assign users and roles. |
| 28 | The system will be capable of communicating adequate error messages (i.e. server logs, error message dialogues, etc.) for proper error diagnostics. | E | Yes | 1 | ArcGIS platform will store server log and messages in the system for configured number of days |

| A | B | C | D | E | F |
|-----------------|---|---|------------------------|-------------------------|--|
| Req. No. | Requirement | Mandatory (M) Expected (E) Optional (O) | Response (Yes / No) | Response (1,2,3,4,5) | Comments |
| Topology | | | | | |
| 29 | The system must evaluate and maintain spatial tolerance rules to ensure data integrity for all linear features, linear intersections as well as polygonal features. | M | Yes | 1 | The 1Integrate for ArcGIS rules engine incorporates a fully standards-compliant ISO 19107, dynamic topology engine. This automatically calculates the implied topology complex changes on each geometric update to the data cached within the rules engine, ensuring that geometry and topology are always in perfect agreement with the spatial tolerances and priorities prescribed during rules processing. Common digitizing errors such as under- and over-shoots in networks, junction placement, and gaps and slivers in planar partitions (polygon coverages) can be quickly and reliably resolved by incorporating a topology structuring task prior to or after data validation, as desired. |
| 30 | The system will be capable of evaluating linear orientation to be in compliance with business rules | E | Yes | 1 | Within 1Integrate for ArcGIS, each linear or polygon-based feature, coincident along a particular geometric line will automatically share a reference to the same topology edge primitive. This behavior is enforced by the topology engine during processing, where it is configured. The relative orientation of the feature data and the edge primitive is stored using a "flagged reference", +/- implementing ISO19107's Orientable Primitive type. Using this scheme, it is possible to record many collinear features each with their own independent orientation to the underlying edge primitive. In simpler scenarios, purely geometric tests can be applied between two touching features to verify their mutual orientation or orientation relative to a containing cycle (e.g. geometric ring.) |

| A | B | C | D | E | F |
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| Req. No. | Requirement | Mandatory (M) Expected (E) Optional (O) | Response (Yes / No) | Response (1,2,3,4,5) | Comments |
| 31 | The system will have specific geometries to have well defined spatial relationships such as Township boundaries being coincident and/or wholly contained within Counties. The system will be capable of evaluating and storing geometries with topologic integrity | E | Yes | 1 | 1Integrate for ArcGIS is ideally suited to implementing hierarchical topological and geometric rules of this type. It has a simple, declarative, set-oriented logic framework meaning that the complex geometric neighborhood and spatial intersection calculations required to verify correct topological relationships can be expressed in just a few lines of logic. This flexibility to express any kind of topological relationship is made possible by combining just a small number of powerful and generic techniques: geometric built-in functions such as boundary (), along with Boolean geometry combinations (AND,OR,XOR etc.) and sophisticated, but compact "Aggregate Values" (e.g. find the union of the geometries of all the county boundaries which touch me). The resulting logic is clear, concise and importantly easy to evolve should the need arise. |
| 32 | It will be possible to rerun topology analysis on demand and produce a topology health report from the system to ensure that topology is being enforced and to identify issues where topology conflicts have arisen. Any identified issues should trigger a workflow. | E | Yes | 1 | All topology validation rules run within 1Integrate for ArcGIS's standard, built-in reporting framework exposed through its web service interface. Running a topology validation "session", by invoking the web service, will automatically produce a structured list of non-conformance results which can be consumed by any web services client. In the MGF solution, the validation report will be requested, received and interpreted by the ArcGIS Workflow Manager Extension which can trigger any configured downstream workflow processes as required. |
| Business Rules Engine BRE | | | | | |

| A | B | C | D | E | F |
|----------|---|---|------------------------|-------------------------|---|
| Req. No. | Requirement | Mandatory (M) Expected (E) Optional (O) | Response (Yes / No) | Response (1,2,3,4,5) | Comments |
| 33 | The system must have a business rules engine that is external from the repository and application interfaces. This approach must accommodate internal and external partners that do not have the same software capabilities to integrate with MGF | M | Yes | 1 | 1Integrate for ArcGIS is an open and standard ReST web service which can be accessed from any client environment. It has close integration, at the data storage level, with ArcGIS Server which will be used to host the MGF foundation data giving it unparalleled simplicity and ease of use for those internal users with access to this toolset. Within MGF, however, the external update interface will abstract the details of this from the end user, as their primary interaction is with the workflow extension. File upload interfaces will, for example, result in a number of new ArcGIS feature services which will allow the rules engine free access to the data contained within the file via its standard ReST data access API. The rules which are enforced by the rules engine are stored in a separate, rule authoring and configuration management application, which is entirely external to the feature repository. Access to the rule repository is again via its own dedicated ReST web service interface. |

| A | B | C | D | E | F |
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| Req. No. | Requirement | Mandatory (M) Expected (E) Optional (O) | Response (Yes / No) | Response (1,2,3,4,5) | Comments |
| 34 | The BRE will establish service end points for each rule (where feasible) to accommodate system integration and development | E | Yes | 1 | 1Integrate for ArcGIS can be configured to run arbitrary selections of rules from the rule repository. This could include a separate configuration one for each of the rules in the repository. This would allow any number of data validation sessions to be executed where the result of each session contained only the non-conformance results for the single rule in question. There may be specific scenarios (such as development and test) where this very targeted use may be beneficial and this type of session use is very common while the rules themselves are under construction. However, we do not recommend this approach for general use. This is because of the implications for data governance and transactional integrity. The MGF workflow system will be engineered to perform a “gatekeeper” role. Only data submissions which satisfy all of the validation rules currently in force will be permitted to enter the foundation data repository. As each transaction needs to adhere to the same ruleset, there is no advantage to separating the rules into separate services and, in fact, there would be a significant overhead in redundant data loading for each rule’s session. |

| A | B | C | D | E | F |
|----------|--|---|------------------------|-------------------------|--|
| Req. No. | Requirement | Mandatory (M) Expected (E) Optional (O) | Response (Yes / No) | Response (1,2,3,4,5) | Comments |
| 35 | The BRE will have a web API for integration with web applications as well as a plugin for ArcGIS Desktop, at a minimum | E | Yes | 1 | 1Integrate for ArcGIS includes as standard a ReST web service API which is used as the basis for the Esri "Web App Builder"-style of custom application and for mobile, Esri Collector-based applications. This API allows the definition, running. progress reporting and non-conformance output of data processing sessions of a user-specified spatial extent on a given ArcGIS server feature service. Plugins are also available as standard for ArcGIS Desktop environments, communicating either with the ArcGIS Server feature services (server-side rules processing) or using an embedded version of the rules engine server which operates client side. This latter option allows a user of ArcGIS Desktop to maintain data locally and independent of a connection to ArcGIS Server if required while retaining full validation rules functionality. The rules can similarly be distributed via a common shared rules repository server common to all clients or alternatively hosted locally to each individual client if needed. |

| A | B | C | D | E | F |
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| Req. No. | Requirement | Mandatory (M) Expected (E) Optional (O) | Response (Yes / No) | Response (1,2,3,4,5) | Comments |
| 36 | The BRE will support the creating, editing, deleting and publishing of rules and it is preferred that there is an interactive visual interface in which to accomplish this | E | Yes | 1 | 1Integrate for ArcGIS comes with a separate and dedicated web browser application which is specifically designed for shared authoring and publication of validation and data processing rules. The authoring environment is in the form of a predicate tree editor. This allows the formation of arbitrarily complex logic trees which can express any necessary business logic in terms of first-order logic (the language of mathematics itself.) The tree editor is a context-sensitive IDE and dynamically provides help and suggestions by offering the next logical step or choice of clause of the logic sentence under construction. The logic tree is self-validating and will highlight for the user any outstanding syntactical errors or incomplete logic statements. Partially completed rules can be saved (with warnings highlighted) but the system will not permit them to run. The rules in this authoring environment are abstract in the sense that they are not required to be expressed directly in terms of any physical data schema or system model. This can be used to prototype or design rules for systems which do not yet exist. However, if desired, the authoring tool can be provided with a schema which has been digested or "scraped" from a pre-existing feature service or other source. In this case the provided schema acts to constrain the list of valid terms (classes, properties etc.) used for authoring rules which can simplify the process considerably. Once a phase of rule authoring is complete, the ruleset can be published. |

| A | B | C | D | E | F |
|----------|---|---|------------------------|-------------------------|--|
| Req. No. | Requirement | Mandatory (M) Expected (E) Optional (O) | Response (Yes / No) | Response (1,2,3,4,5) | Comments |
| 37 | Rules must be capable of verifying incoming data has the correct attribute data types and fall within established domains | M | Yes | 1 | 1Integrate for ArcGIS rules have a complete vocabulary and comprehensive set of scalar operators (<, >, ==, regex etc.) for handling all conventional scalar attribute data including integers, double precision numbers, strings, and dates. These data types are treated identically with spatial data in the predicate logic formalism. Only the operators which apply to those data types varies. Business rules are free to mix these scalar comparisons with spatial operators in arbitrary combinations and this capability is one of the engine's key distinguishing features in comparison with other business rules engine technologies. |

| A | B | C | D | E | F |
|----------|---|---|------------------------|-------------------------|--|
| Req. No. | Requirement | Mandatory (M) Expected (E) Optional (O) | Response (Yes / No) | Response (1,2,3,4,5) | Comments |
| 38 | <p>The system must be capable of analyzing topology between incoming data and MGF, the following are example topology rules:</p> <ul style="list-style-type: none"> • Apply snapping to incoming shape based upon a specific value for each layer • Identify where incoming geometry already exists in MGF • Ensure coincidence when incoming shape is meant to be drawn in the same location as an existing shape • Identify issues with incoming geometry as a result of ends not snapping to existing segments | M | Yes | 1 | <p>1Integrate for ArcGIS has a wide variety of inbuilt technologies for addressing geometric and topological consistency. Firstly, the system is based on an ISO19107/ISO19125 standard geometry kernel which provides standard computational geometry methods for determining OGC spatial interaction types (spatial operators) between any two provided geometries (e.g. touch, overlap, equal etc.) This can be used to determine whether new features have precisely the correct relationship to existing features in the foundation data e.g. a new road segment ends on a pre-existing junction. Built-in geometric functions such as buffering can be use to make such rules more flexible, if needed, and allow comparison of in-coming features within a geometric tolerance. Secondly, if data correction is required, then the rules engine has a unique ISO19107 dynamic topology engine which can be configured with tolerances to ensure that any in-coming data is automatically snapped to other features in the in-coming submission or to features in the foundation geometry as desired. These two mechanisms can be combined and configured flexibly within a single rules processing session to achieve any required data reporting or conflation result.</p> |

| A | B | C | D | E | F |
|----------|--|---|------------------------|-------------------------|---|
| Req. No. | Requirement | Mandatory (M) Expected (E) Optional (O) | Response (Yes / No) | Response (1,2,3,4,5) | Comments |
| 39 | The system will be capable of executing attribute business rules across multiple related tables. | E | Yes | 1 | 1Integrate for ArcGIS was designed from the outset as a data integration environment and as such operates within its own dedicated object processing cache separate from the database or data access layers. The configuration of the cache and in particular its schema can be independent of these underlying data sources and it can therefore be configured to draw on data from a variety of sources/tables simultaneously. In this way, it can compare and aggregate data in real time which have not previously been combined by using rules which span the different feature or attribute data types. Cross-data validation and/or cross-data inference and conflation are equally possible using this technique. |

| A | B | C | D | E | F |
|----------|---|---|------------------------|-------------------------|---|
| Req. No. | Requirement | Mandatory (M) Expected (E) Optional (O) | Response (Yes / No) | Response (1,2,3,4,5) | Comments |
| 40 | The BRE must be scalable to allow an administrator to add, edit and remove rules as business requires | M | Yes | 1 | 1Integrate for ArcGIS contains a dedicated rule authoring and publication environment specially designed to allow rapid redevelopment and redeployment of new rules and rulesets into production. The system has no practical (intrinsic) limit to the number of rules or rulesets which can be maintained and published and is constrained only by system memory and storage capacity. In the application of rules, the system is also scalable as it uses a queue-backed producer/consumer mechanism for load-balancing job submissions. Each new rules processing job is added to a queue, which is then de-queued by any number of rules processing services. In this way, the system capacity can be easily increased to accommodate new users or datasets by provisioning new rules engine nodes onto the system. |

| A | B | C | D | E | F |
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| Req. No. | Requirement | Mandatory (M) Expected (E) Optional (O) | Response (Yes / No) | Response (1,2,3,4,5) | Comments |
| 41 | The system will be capable of maintaining points at geometric intersections within unique IDs and assigning those IDs to all lines that enter or exit that intersection point | E | yes | 1 | 1Integrate for ArcGIS rules can accommodate the population of unique IDs for intersections either new or pre-existing — these might typically be RFC4122-style UUIDs (https://tools.ietf.org/html/rfc4122) for which the rules engine provides a standard built-in function. A second, simple rule could use a spatial operator to find all of the line features whose geometry is incident on (touch) the intersection and use an assignment operator in the rule to copy the ID to the correct property on each of the incident lines. Lastly, a validation rule could be defined to ensure that, once in production, the correlation between intersection IDs and relevant reference property on each of the incident lines is assured. |



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**

to

Contract Number **071B1300270**

| | |
|-------------------|--|
| CONTRACTOR | ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC |
| | 380 New York Street |
| | Redlands, CA 92373-8100 |
| | Mark Dann |
| | 614-933-8698 5501 |
| | mdann@esri.com |
| | *****5732 |

| | | | |
|--------------|-------------------------------|--|---------|
| STATE | Program Manager | Mark Holmes | DTMB-IT |
| | | 517-241-6469 | |
| | | Holmesm3@michigan.gov | |
| | Contract Administrator | Jarrod Barron | DTMB |
| | | (517) 284-7045 | |
| | | barronj1@michigan.gov | |

CONTRACT SUMMARY

GIS PRODUCTS

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
|------------------------|-------------------------|---------------------------|--|
| January 1, 2011 | December 31, 2015 | 5 - 1 Year | December 31, 2016 |

| PAYMENT TERMS | DELIVERY TIMEFRAME |
|---------------|--------------------|
| | |

| ALTERNATE PAYMENT OPTIONS | EXTENDED PURCHASING |
|---|---|
| <input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

MINIMUM DELIVERY REQUIREMENTS

| DESCRIPTION OF CHANGE NOTICE | | | | |
|-------------------------------------|------------------------|------------------------------------|---------------------|-------------------|
| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
| <input checked="" type="checkbox"/> | 1 year | <input type="checkbox"/> | | December 31, 2017 |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$3,500,000.00 | \$1,500,000.00 | \$5,000,000.00 | | |

DESCRIPTION

Effective January 1, 2017, the State exercises its second one-year option. The parties add the attached updated Master Purchase Agreement. All other terms, conditions and specifications remain the same. Per Contractor, Agency, DTMB Procurement and State Administrative Board approval on December 20, 2016.

This Amendment No. 2 shall serve to further amend the Master Purchase Agreement No. 2011MPA7115 entered into January 1, 2011 ("MPA") between Environmental Systems Research Institute, Inc., ("Esri") and State of Michigan ("State").

NOW THEREFORE, it is agreed by the parties to amend the MPA as follows:

1. The Agreement number is hereby modified from 2011MPA7115 to 303209, due to Esri's new numbering and contract management system.
2. Pursuant to Section 2.002 Options to Renew, the Contract Period stated in Section 2.001 Contract term, shall be extended an additional 1-year term through December 31, 2017.
3. Exhibit B- State of Michigan Esri MPA Price List is hereby deleted and replaced with the Exhibit B attached hereto.
4. ATTACHMENT B of the E600M document for Professional Services, dated October 6, 2016 updates Time and Material Rates for Professional Services and supersedes all previous versions of the Time and Materials Rate Schedule contained herein.
5. Exhibit D, Esri US Standard Maintenance Policy, is hereby deleted in its entirety and replaced with the updated Esri Maintenance and Support Program, attached hereto.

{Remainder of page intentionally left blank}

| State of Michigan MPA Price List E417M—4Q2016 | | |
|---|--|------------|
| Section | Description | Price |
| 1 | ArcGIS for Desktop Software | |
| 1 | ArcGIS for Desktop Concurrent Use Licenses | |
| | ArcGIS for Desktop Advanced Concurrent Use License | \$8,910.00 |
| | ArcGIS for Desktop Standard Concurrent Use License | \$6,300.00 |
| | ArcGIS for Desktop Basic Concurrent Use License | \$3,150.00 |
| 1 | ArcGIS for Desktop Concurrent Use Licenses Maintenance | |
| | Primary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License | \$3,000.00 |
| | Secondary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License | \$1,200.00 |
| | Primary Maintenance for ArcGIS for Desktop Standard Concurrent Use License | \$1,500.00 |
| | Secondary Maintenance for ArcGIS for Desktop Standard Concurrent Use License | \$1,200.00 |
| | Primary Maintenance for ArcGIS for Desktop Basic Concurrent Use License | \$700.00 |
| | Secondary Maintenance for ArcGIS for Desktop Basic Concurrent Use License | \$500.00 |
| 1 | ArcGIS for Desktop Core Extensions Concurrent Use Licenses | |
| | ArcGIS Spatial Analyst for Desktop Concurrent Use License | \$2,250.00 |
| | ArcGIS 3D Analyst for Desktop Concurrent Use License | \$2,250.00 |
| | ArcGIS Geostatistical Analyst for Desktop Concurrent Use License | \$2,250.00 |
| | ArcGIS Publisher for Desktop Concurrent Use License | \$2,250.00 |
| | ArcGIS Tracking Analyst for Desktop Concurrent Use License | \$2,250.00 |
| | ArcGIS Data Interoperability for Desktop Concurrent Use License | \$2,250.00 |
| | ArcGIS Network Analyst for Desktop Concurrent Use License | \$2,250.00 |
| | ArcGIS Schematics for Desktop Concurrent Use License | \$2,250.00 |
| | ArcGIS Workflow Manager for Desktop Concurrent Use License | \$2,250.00 |
| | ArcGIS Data Reviewer for Desktop Concurrent Use License | \$2,250.00 |
| 1 | ArcGIS for Desktop Core Extensions Concurrent Use Licenses Maintenance | |
| | Primary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License | \$200.00 |
| 1 | ArcGIS for Desktop Single Use Licenses | |
| | ArcGIS for Desktop Advanced Single Use License | \$8,910.00 |

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| | ArcGIS for Desktop Standard Single Use License | \$6,300.00 |
| | ArcGIS for Desktop Basic Single Use License | \$1,350.00 |
| 1 | ArcGIS for Desktop Single Use Licenses Maintenance | |
| | Primary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only) | \$3,000.00 |
| | Secondary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only) | \$1,200.00 |
| | Primary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions) | \$1,500.00 |
| | Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions) | \$1,200.00 |
| | Primary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions) | \$2,100.00 |
| | Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions) | \$1,800.00 |
| | Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core only) | \$400.00 |
| | Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core only) | \$300.00 |
| | Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions) | \$1,000.00 |
| | Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions) | \$900.00 |
| 1 | ArcGIS for Desktop Advanced Core Extensions Single Use Licenses | |
| | ArcGIS 3D Analyst for Desktop Advanced Single Use License | \$2,250.00 |
| | ArcGIS Spatial Analyst for Desktop Advanced Single Use License | \$2,250.00 |
| | ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License | \$2,250.00 |
| | ArcGIS Data Interoperability for Desktop Advanced Single Use License | \$2,250.00 |
| | ArcGIS Network Analyst for Desktop Advanced Single Use License | \$2,250.00 |
| | ArcGIS Schematics for Desktop Advanced Single Use License | \$2,250.00 |
| | ArcGIS Publisher for Desktop Advanced Single Use License | \$2,250.00 |
| | ArcGIS Workflow Manager for Desktop Advanced Single Use License | \$2,250.00 |
| | ArcGIS Tracking Analyst for Desktop Advanced Single Use License | \$2,250.00 |
| | ArcGIS Data Reviewer for Desktop Advanced Single Use License | \$2,250.00 |
| 1 | ArcGIS for Desktop Core Extensions Single Use Licenses | |
| | ArcGIS Spatial Analyst for Desktop Single Use License | \$2,250.00 |
| | ArcGIS 3D Analyst for Desktop Single Use License | \$2,250.00 |
| | ArcGIS Geostatistical Analyst for Desktop Single Use License | \$2,250.00 |
| | ArcGIS Publisher for Desktop Single Use License | \$2,250.00 |
| | ArcGIS Tracking Analyst for Desktop Single Use License | \$2,250.00 |
| | ArcGIS Data Interoperability for Desktop Single Use License | \$2,250.00 |
| | ArcGIS Network Analyst for Desktop Single Use License | \$2,250.00 |
| | ArcGIS Schematics for Desktop Single Use License | \$2,250.00 |
| | ArcGIS Workflow Manager for Desktop Single Use License | \$2,250.00 |
| | ArcGIS Data Reviewer for Desktop Single Use License | \$2,250.00 |
| 1 | ArcGIS for Desktop Advanced Core Extensions Single Use Licenses Maintenance | |
| | Primary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License | \$200.00 |
| | Primary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License | \$200.00 |

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| | Primary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License | \$200.00 |
| 1 | ArcGIS Upgrades | |
| | ArcGIS for Desktop Basic Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License | \$1,800.00 |
| 1 | Upgrade from One ArcGIS Product to Another | |
| | ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License | \$4,950.00 |
| | ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License | \$4,950.00 |
| | ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License | \$7,560.00 |
| | ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License | \$7,560.00 |
| | ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License | \$3,150.00 |
| | ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License | \$5,760.00 |
| | ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License | \$5,760.00 |
| | ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License | \$2,610.00 |
| | ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License | \$2,610.00 |
| 2 | ArcGIS for Desktop Advanced Specialized Extensions Single Use Licenses | |
| 2 | Esri Roads and Highways | |
| | Esri Roads and Highways for Desktop Concurrent Use License | \$9,000.00 |
| | Esri Roads and Highways for Desktop Single Use License | \$9,000.00 |
| | Annual Maintenance for Esri Roads and Highways for Desktop Concurrent Use License | \$2,500.00 |
| 2 | Mapping and Charting Solutions | |
| | Esri Production Mapping Concurrent Use License | \$9,000.00 |
| | Esri Production Mapping Single Use License | \$9,000.00 |
| | Annual Maintenance for Esri Production Mapping Concurrent Use License | \$2,500.00 |
| | Annual Maintenance for Esri Production Mapping Single Use License | \$2,500.00 |
| | Esri Defense Mapping Concurrent Use License | \$9,000.00 |
| | Esri Defense Mapping Single Use License | \$9,000.00 |
| | Annual Maintenance for Esri Defense Mapping Concurrent Use License | \$2,500.00 |
| | Annual Maintenance for Esri Defense Mapping Single Use License | \$2,500.00 |
| | ArcGIS for Aviation: Airports Concurrent Use License | \$4,500.00 |
| | ArcGIS for Aviation: Airports Single Use License | \$4,500.00 |
| | Annual Maintenance for ArcGIS for Aviation: Airports Concurrent Use License | \$1,250.00 |
| | Annual Maintenance for ArcGIS for Aviation: Airports Single Use License | \$1,250.00 |
| | ArcGIS for Aviation: Charting Concurrent Use License | \$9,000.00 |
| | ArcGIS for Aviation: Charting Single Use License | \$9,000.00 |
| | Annual Maintenance for ArcGIS for Aviation: Charting Concurrent Use License | \$2,500.00 |
| | Annual Maintenance for ArcGIS for Aviation: Charting Single Use License | \$2,500.00 |

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| | ArcGIS for Maritime: Charting Concurrent Use License | \$9,000.00 |
| | ArcGIS for Maritime: Charting Single Use License | \$9,000.00 |
| | Annual Maintenance for ArcGIS for Maritime: Charting Concurrent Use License | \$2,500.00 |
| | Annual Maintenance for ArcGIS for Maritime: Charting Single Use License | \$2,500.00 |
| | ArcGIS for Maritime: Bathymetry Concurrent Use License | \$4,500.00 |
| | ArcGIS for Maritime: Bathymetry Single Use License | \$4,500.00 |
| | Annual Maintenance for ArcGIS for Maritime: Bathymetry Concurrent Use License | \$1,250.00 |
| | Annual Maintenance for ArcGIS for Maritime: Bathymetry Single Use License | \$1,250.00 |
| 2 | Mapping and Charting Solutions Bundles | |
| | ArcGIS for Aviation: Airports Bundle Single Use License | \$9,450.00 |
| | ArcGIS for Aviation: Airports Bundle Concurrent Use License | \$9,450.00 |
| | Annual Maintenance for ArcGIS for Aviation: Airports Bundle Single Use License | \$2,750.00 |
| | Annual Maintenance for ArcGIS for Aviation: Airports Bundle Concurrent Use License | \$2,750.00 |
| | ArcGIS for Aviation: Charting Bundle Single Use License | \$18,450.00 |
| | ArcGIS for Aviation: Charting Bundle Concurrent Use License | \$18,450.00 |
| | Annual Maintenance for ArcGIS for Aviation: Charting Bundle Single Use License | \$6,500.00 |
| | Annual Maintenance for ArcGIS for Aviation: Charting Bundle Concurrent Use License | \$6,500.00 |
| | ArcGIS for Maritime: Charting Bundle Single Use License | \$16,830.00 |
| | ArcGIS for Maritime: Charting Bundle Concurrent Use License | \$16,830.00 |
| | Annual Maintenance for ArcGIS for Maritime: Charting Bundle Single Use License | \$6,000.00 |
| | Annual Maintenance for ArcGIS for Maritime: Charting Bundle Concurrent Use License | \$6,000.00 |
| | ArcGIS for Maritime: Bathymetry Bundle Single Use License | \$11,250.00 |
| | ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License | \$11,250.00 |
| | Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Single Use License | \$3,350.00 |
| | Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License | \$3,250.00 |
| 2 | Esri CityEngine | |
| | Esri CityEngine Advanced Concurrent Use License | \$3,600.00 |
| | Esri CityEngine Advanced Single Use License | \$3,600.00 |
| | Esri CityEngine Basic Single Use License | \$450.00 |
| | Primary Maintenance for Esri CityEngine Advanced Concurrent Use License | \$800.00 |
| | Secondary Maintenance for Esri CityEngine Advanced Concurrent Use License | \$675.00 |
| | Primary Maintenance for Esri CityEngine Advanced Single Use License | \$800.00 |
| | Secondary Maintenance for Esri CityEngine Advanced Single Use License | \$675.00 |
| | Primary Maintenance for Esri CityEngine Basic Single Use License | \$100.00 |
| | Secondary Maintenance for Esri CityEngine Basic Single Use License | \$85.00 |
| 2 | Esri CityEngine Product Upgrades | |
| | Esri CityEngine Advanced Concurrent Use or Single Use License Upgrade from Basic Single Use License | \$3,150.00 |
| 3 | ArcGIS for Desktop Single Use Term Licenses | |
| | ArcGIS for Desktop Advanced Single Use Term License | \$4,200.00 |
| | ArcGIS for Desktop Standard Single Use Term License | \$3,000.00 |
| | ArcGIS for Desktop Basic Single Use Term License | \$800.00 |
| 3 | ArcGIS for Desktop Extensions Single Use Term Licenses | |
| | ArcGIS 3D Analyst for Desktop Single Use Term License | \$600.00 |
| | ArcGIS Data Interoperability for Desktop Single Use Term License | \$600.00 |
| | ArcGIS Geostatistical Analyst for Desktop Single Use Term License | \$600.00 |
| | ArcGIS Network Analyst for Desktop Single Use Term License | \$600.00 |
| | ArcGIS Publisher for Desktop Single Use Term License | \$600.00 |
| | ArcGIS Schematics for Desktop Single Use Term License | \$600.00 |
| | ArcGIS Spatial Analyst for Desktop Single Use Term License | \$600.00 |
| | ArcGIS Tracking Analyst for Desktop Single Use Term License | \$600.00 |

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| | ArcGIS Data Reviewer for Desktop Single Use Term License | \$600.00 |
| | ArcGIS Workflow Manager for Desktop Single Use Term License | \$600.00 |
| | ArcGIS for Desktop All Extensions Single Use Term License | \$1,200.00 |
| 4 | Esri Developer Technology | |
| 4 | ArcGIS Engine Licenses | |
| | ArcGIS Engine Single Use License | \$450.00 |
| | ArcGIS Engine Concurrent Use License | \$1,125.00 |
| | ArcGIS Engine Concurrent Use License Upgrade from ArcGIS Engine Single Use License | \$732.00 |
| | Annual Maintenance for ArcGIS Engine Single Use License (without extensions) | \$100.00 |
| | Annual Maintenance for ArcGIS Engine Single Use License (with one or more extensions) | \$400.00 |
| | Primary Maintenance for ArcGIS Engine Concurrent Use License | \$250.00 |
| | Secondary Maintenance for ArcGIS Engine Concurrent Use License | \$185.00 |
| 4 | ArcGIS Engine Extensions Single Use Licenses | |
| | ArcGIS 3D Analyst for Engine Single Use License | \$900.00 |
| | ArcGIS Spatial Analyst for Engine Single Use License | \$900.00 |
| | ArcGIS Engine Geodatabase Update Single Use License | \$900.00 |
| | ArcGIS Network Analyst for Engine Single Use License | \$900.00 |
| | ArcGIS Schematics for Engine Single Use License | \$900.00 |
| | ArcGIS Tracking Analyst for Engine Single Use License | \$900.00 |
| | ArcGIS Data Interoperability for Engine Single Use License | \$900.00 |
| 4 | ArcGIS Engine Extensions Concurrent Use Licenses | |
| | ArcGIS 3D Analyst for Engine Concurrent Use License | \$900.00 |
| | ArcGIS Spatial Analyst for Engine Concurrent Use License | \$900.00 |
| | ArcGIS Engine Geodatabase Update Concurrent Use License | \$900.00 |
| | ArcGIS Network Analyst for Engine Concurrent Use License | \$900.00 |
| | ArcGIS Schematics for Engine Concurrent Use License | \$900.00 |
| | ArcGIS Tracking Analyst for Engine Concurrent Use License | \$900.00 |
| | ArcGIS Data Interoperability for Engine Concurrent Use License | \$900.00 |
| 4 | ArcGIS Engine Extensions Maintenance | |
| | Primary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License | \$150.00 |
| | Primary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License | \$150.00 |
| | Primary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License | \$150.00 |
| | Primary Maintenance for ArcGIS Schematics for Engine Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS Schematics for Engine Concurrent Use License | \$150.00 |
| | Primary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License | \$150.00 |
| | Primary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License | \$150.00 |
| | Primary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License | \$150.00 |
| 4 | ArcGIS Runtime | |
| | ArcGIS Runtime Standard 25-Pack Single Use Deployment License (per 25 pack) | \$4,884.00 |
| | Annual Maintenance for ArcGIS Runtime Standard 25-Pack Single Use Deployment License | \$1,000.00 |
| 4 | ArcGIS Extensions for ArcGIS Runtime | |
| | ArcGIS 3D Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack) | \$9,770.00 |
| | ArcGIS Network Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack) | \$9,770.00 |
| | ArcGIS Spatial Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack) | \$9,770.00 |

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| | pack) | |
| | Annual Maintenance for ArcGIS 3D Analyst for Runtime Standard 25-Pack Single Use Deployment License | \$2,000.00 |
| | Annual Maintenance for ArcGIS Network Analyst for Runtime Standard 25-Pack Single Use Deployment License | \$2,000.00 |
| | Annual Maintenance for ArcGIS Spatial Analyst for Runtime Standard 25-Pack Single Use Deployment License | \$2,000.00 |
| 4 | Esri Developer Network (EDN) | |
| 4 | EDN Standard Annual Subscriptions | |
| | EDN Standard Single Use Term License | \$1,466.00 |
| | EDN Standard with ArcGIS for Desktop Basic Single Use Term License | \$1,953.00 |
| | EDN Standard with ArcGIS for Desktop Standard Single Use Term License | \$2,931.00 |
| | EDN Standard with ArcGIS for Desktop Advanced Single Use Term License | \$3,908.00 |
| 4 | For Current EDN Subscribers | |
| | EDN Standard Optional Add-on Software ArcGIS for Desktop Basic Single Use Term License | \$489.00 |
| | EDN Standard Optional Add-on Software ArcGIS for Desktop Standard Single Use Term License | \$1,466.00 |
| | EDN Standard Optional Add-on Software ArcGIS for Desktop Advanced Single Use Term License | \$2,442.00 |
| 4 | EDN Software Upgrades | |
| | EDN Standard with ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic License | \$977.00 |
| | EDN Standard with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License | \$1,953.00 |
| | EDN Standard with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard License | \$977.00 |
| 5 | ArcGIS for Server Enterprise | |
| 5 | ArcGIS for Server Enterprise Advanced | |
| | ArcGIS for Server Enterprise Advanced (up to four cores) | \$36,000.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores) | \$10,000.00 |
| | ArcGIS for Server Enterprise Advanced (additional cores) | \$9,000.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores) | \$2,500.00 |
| 5 | ArcGIS for Server Enterprise Standard | |
| | ArcGIS for Server Enterprise Standard (up to four cores) | \$18,000.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores) | \$5,000.00 |
| | ArcGIS for Server Enterprise Standard (additional cores) | \$4,500.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores) | \$1,250.00 |
| 5 | ArcGIS for Server Enterprise Basic | |
| | ArcGIS for Server Enterprise Basic (up to four cores) | \$9,000.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores) | \$3,000.00 |
| | ArcGIS for Server Enterprise Basic (additional cores) | \$2,250.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores) | \$750.00 |
| 5 | ArcGIS for Server Workgroup Advanced | |
| | ArcGIS for Server Workgroup Advanced (up to two cores) | \$9,000.00 |
| | Annual Maintenance for ArcGIS for Server Workgroup Advanced (up to two cores) | \$2,500.00 |
| | ArcGIS for Server Workgroup Advanced (additional cores—maximum four cores per server) | \$4,500.00 |
| | Annual Maintenance for ArcGIS for Server Workgroup Advanced (additional cores—maximum four cores per server) | \$1,250.00 |
| 5 | ArcGIS for Server Workgroup Standard | |
| | ArcGIS for Server Workgroup Standard (up to two cores) | \$4,500.00 |
| | Annual Maintenance for ArcGIS for Server Workgroup Standard (up to two cores) | \$1,250.00 |
| | ArcGIS for Server Workgroup Standard (additional cores—maximum four cores per server) | \$2,250.00 |

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| | Annual Maintenance for ArcGIS for Server Workgroup Standard (additional cores—maximum four cores per server) | \$625.00 |
| 5 | ArcGIS for Server Workgroup Basic | |
| | ArcGIS for Server Workgroup Basic (price per server [core pricing does not apply]—minimum two cores/maximum four cores) | \$4,500.00 |
| | Annual Maintenance for ArcGIS for Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores) | \$1,250.00 |
| 5 | ArcGIS for Server Extensions Enterprise Advanced | |
| | ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) | \$9,000.00 |
| | ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) | \$2,250.00 |
| | ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) | \$9,000.00 |
| | ArcGIS Image Extension for Server Enterprise Advanced (additional cores) | \$2,250.00 |
| | ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) | \$9,000.00 |
| | ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) | \$2,250.00 |
| | ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) | \$9,000.00 |
| | ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) | \$2,250.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) | \$9,000.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores) | \$2,250.00 |
| | Esri Defense Mapping for Server Enterprise Advanced (up to four cores) | \$9,000.00 |
| | Esri Defense Mapping for Server Enterprise Advanced (additional cores) | \$2,250.00 |
| | Esri Production Mapping for Server Enterprise Advanced (up to four cores) | \$9,000.00 |
| | Esri Production Mapping for Server Enterprise Advanced (additional cores) | \$2,250.00 |
| | ArcGIS for Maritime: Server Enterprise Advanced (up to four cores) | \$9,000.00 |
| | ArcGIS for Maritime: Server Enterprise Advanced (additional cores) | \$2,250.00 |
| | Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) | \$625.00 |
| | Annual Maintenance for Data Reviewer for Server Enterprise Advanced (up to four cores) | \$2,500.00 |
| | Annual Maintenance for Data Reviewer for Server Enterprise Advanced (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores) | \$625.00 |
| | Annual Maintenance for Esri Defense Mapping for Server Enterprise Advanced (up to four cores) | \$2,500.00 |
| | Annual Maintenance for Esri Defense Mapping for Server Enterprise Advanced (additional cores) | \$625.00 |
| | Annual Maintenance for Esri Production Mapping for Server Enterprise Advanced (up to four cores) | \$2,500.00 |
| | Annual Maintenance for Esri Production Mapping for Server Enterprise Advanced (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS for Maritime: Server Enterprise Advanced (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS for Maritime: Server Enterprise Advanced (additional cores) | \$625.00 |
| 5 | ArcGIS for Server Extensions Enterprise Standard | |
| | ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) | \$9,000.00 |

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| | ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) | \$2,250.00 |
| | ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) | \$2,250.00 |
| | ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS Network Analyst for Server Enterprise Standard (additional cores) | \$2,250.00 |
| | ArcGIS Image Extension for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS Image Extension for Server Enterprise Standard (additional cores) | \$2,250.00 |
| | ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) | \$2,250.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores) | \$2,250.00 |
| | Esri Production Mapping for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | Esri Production Mapping for Server Enterprise Standard (additional cores) | \$2,250.00 |
| | ArcGIS for Maritime: Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS for Maritime: Server Enterprise Standard (additional cores) | \$2,250.00 |
| | Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores) | \$625.00 |
| | Annual Maintenance for Esri Production Mapping for Server Enterprise Standard (up to four cores) | \$2,500.00 |
| | Annual Maintenance for Esri Production Mapping for Server Enterprise Standard (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS for Maritime: Server Enterprise Standard (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS for Maritime: Server Enterprise Standard (additional cores) | \$625.00 |
| 5 | ArcGIS for Server Extensions Workgroup Advanced | |
| | ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License | \$4,500.00 |
| | ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License | \$4,500.00 |
| | ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License | \$4,500.00 |
| | ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License | \$4,500.00 |
| | ArcGIS GeoEvent Extension for Server Workgroup Advanced (maximum four cores) License | \$4,500.00 |
| | Esri Defense Mapping for Server Workgroup Advanced (maximum four cores) License | \$4,500.00 |
| | Esri Production Mapping for Server Workgroup Advanced (maximum four cores) License | \$4,500.00 |
| | ArcGIS for Maritime: Server Workgroup Advanced (maximum four cores) License | \$4,500.00 |

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| | Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Workgroup Advanced (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for Esri Defense Mapping for Server Workgroup Advanced (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for Esri Production Mapping for Server Workgroup Advanced (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for ArcGIS for Maritime: Server Workgroup Advanced (maximum four cores) License | \$1,250.00 |
| 5 | ArcGIS for Server Extensions Workgroup Standard | |
| | ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License | \$4,500.00 |
| | ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License | \$4,500.00 |
| | ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License | \$4,500.00 |
| | ArcGIS Image Extension for Server Workgroup Standard (maximum four cores) License | \$4,500.00 |
| | ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License | \$4,500.00 |
| | ArcGIS GeoEvent Extension for Server Workgroup Standard (maximum four cores) License | \$4,500.00 |
| | Esri Production Mapping for Server Workgroup Standard (maximum four cores) License | \$4,500.00 |
| | ArcGIS for Maritime: Server Workgroup Standard (maximum four cores) License | \$4,500.00 |
| | Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for Image Extension for Server Workgroup Standard (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Workgroup Standard (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for Esri Production Mapping for Server Workgroup Standard (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for ArcGIS for Maritime: Server Workgroup Standard (maximum four cores) License | \$1,250.00 |
| 5 | ArcGIS for Server Upgrades | |
| 5 | ArcGIS for Server Upgrades—Enterprise to Enterprise | |
| | ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) | \$27,000.00 |
| | ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) | \$18,000.00 |
| | ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores) | \$2,250.00 |
| | ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional | \$6,750.00 |

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| | cores) | |
| | ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) | \$4,500.00 |
| 5 | ArcGIS for Server Upgrades—Workgroup to Workgroup | |
| | ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Workgroup Standard (up to four cores) | \$4,500.00 |
| | ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Workgroup Advanced (up to four cores) | \$13,500.00 |
| | ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (up to two cores) | \$4,500.00 |
| | ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (additional cores) | \$2,250.00 |
| 5 | ArcGIS for Server Upgrades—Workgroup to Enterprise | |
| | ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Basic (up to four cores) | \$4,500.00 |
| | ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores) | \$13,500.00 |
| | ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) | \$31,500.00 |
| | ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) | \$27,000.00 |
| | ArcGIS for Server Workgroup Advanced Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) | \$18,000.00 |
| | ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores) | \$13,500.00 |
| | ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) | \$31,500.00 |
| | ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) | \$27,000.00 |
| 5 | ArcGIS for Server Enterprise Staging Server | |
| 5 | ArcGIS for Server Enterprise Advanced Staging Server | |
| | ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server | \$19,538.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server | \$5,000.00 |
| | ArcGIS for Server Enterprise Advanced (additional cores) Staging Server | \$4,884.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores) Staging Server | \$1,250.00 |
| 5 | ArcGIS for Server Enterprise Standard Staging Server | |
| | ArcGIS for Server Enterprise Standard (up to four cores) Staging Server | \$9,770.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores) Staging Server | \$2,500.00 |
| | ArcGIS for Server Enterprise Standard (additional cores) Staging Server | \$2,442.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores) Staging Server | \$625.00 |
| 5 | ArcGIS for Server Enterprise Basic Staging Server | |
| | ArcGIS for Server Enterprise Basic (up to four cores) Staging Server | \$4,884.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores) Staging Server | \$1,500.00 |
| | ArcGIS for Server Enterprise Basic (additional cores) Staging Server | \$1,221.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores) Staging Server | \$375.00 |
| 5 | ArcGIS for Server Extensions Enterprise Staging Server | |
| 5 | ArcGIS for Server Extensions Enterprise Advanced Staging Server | |
| | ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) Staging Server | \$4,884.00 |

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| | ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS Image Extension for Server Enterprise Advanced (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores) Staging Server | \$1,221.00 |
| | Esri Production Mapping for Server Enterprise Advanced (up to four cores) Staging Server | \$4,884.00 |
| | Esri Production Mapping for Server Enterprise Advanced (additional cores) Staging Server | \$1,221.00 |
| | Esri Defense Mapping for Server Enterprise Advanced (up to four cores) Staging Server | \$4,884.00 |
| | Esri Defense Mapping for Server Enterprise Advanced (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS for Maritime: Server Enterprise Advanced (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS for Maritime: Server Enterprise Advanced (additional cores) Staging Server | \$1,221.00 |
| | Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for Esri Production Mapping for Server Enterprise Advanced (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for Esri Production Mapping for Server Enterprise Advanced (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for Esri Defense Mapping for Server Enterprise Advanced (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for Esri Defense Mapping for Server Enterprise Advanced (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS for Maritime: Server Enterprise Advanced (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS for Maritime: Server Enterprise Advanced (additional cores) Staging Server | \$313.00 |
| 5 | ArcGIS for Server Extensions Enterprise Standard Staging Server | |
| | ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server | \$4,884.00 |

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| | ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores) Staging Server | \$1,221.00 |
| | Esri Production Mapping for Server Enterprise Standard (up to four cores) Staging Server | \$4,884.00 |
| | Esri Production Mapping for Server Enterprise Standard (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS for Maritime: Server Enterprise Standard (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS for Maritime: Server Enterprise Standard (additional cores) Staging Server | \$1,221.00 |
| | Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS for Maritime: Server Enterprise Standard (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS for Maritime: Server Enterprise Standard (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for Esri Production Mapping for Server Enterprise Standard (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for Esri Production Mapping for Server Enterprise Standard (additional cores) Staging Server | \$313.00 |
| 5 | ArcGIS for Server Staging Server Upgrades | |
| | ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores) Staging Server | \$4,500.00 |
| | ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server | \$13,500.00 |

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| | ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server | \$9,000.00 |
| | ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores) Staging Server | \$1,125.00 |
| | ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server | \$3,375.00 |
| | ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server | \$2,250.00 |
| 5 | Esri Roads and Highways for Server | |
| 5 | Esri Roads and Highways for Server Enterprise | |
| | Esri Roads and Highways for Server Enterprise Advanced (up to four cores) | \$9,000.00 |
| | Esri Roads and Highways for Server Enterprise Advanced (additional cores) | \$2,250.00 |
| | Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores) | \$2,500.00 |
| | Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores) | \$625.00 |
| | Esri Roads and Highways for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | Esri Roads and Highways for Server Enterprise Standard (additional cores) | \$2,250.00 |
| | Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores) | \$2,500.00 |
| | Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores) | \$625.00 |
| | Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License | \$4,500.00 |
| | Annual Maintenance for Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License | \$1,250.00 |
| | Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License | \$4,500.00 |
| | Annual Maintenance for Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License | \$1,250.00 |
| 5 | Esri Roads and Highways Staging Server | |
| | Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server | \$4,884.00 |
| | Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server | \$1,221.00 |
| | Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server | \$313.00 |
| | Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server | \$4,884.00 |
| | Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server | \$1,221.00 |
| | Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server | \$313.00 |
| 5 | Esri Roads and Highways Term Licenses | |
| | Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 30-Day Term License | \$1,080.00 |
| | Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 90-Day Term License | \$2,700.00 |
| | Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 365-Day Term License | \$5,400.00 |
| | Esri Roads and Highways for Server Enterprise Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | Esri Roads and Highways for Server Enterprise Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | Esri Roads and Highways for Server Enterprise Standard (up to four cores) 365-Day Term License | \$5,400.00 |
| | Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 30-Day Term License | \$540.00 |
| | Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 90-Day Term | \$1,350.00 |

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| | License | |
| | Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 365-Day Term License | \$2,700.00 |
| | Esri Roads and Highways for Server Workgroup Standard (up to four cores) 30-Day Term License | \$540.00 |
| | Esri Roads and Highways for Server Workgroup Standard (up to four cores) 90-Day Term License | \$1,350.00 |
| | Esri Roads and Highways for Server Workgroup Standard (up to four cores) 365-Day Term License | \$2,700.00 |
| 5 | Roadway Reporter for Esri Roads and Highways | |
| | Roadway Reporter for Esri Roads and Highways for Server License (up to 50 Users) | \$18,000.00 |
| | Roadway Reporter for Esri Roads and Highways for Server License (up to 250 Users) | \$36,000.00 |
| | Roadway Reporter for Esri Roads and Highways for Server License (up to 500 Users) | \$54,000.00 |
| | Annual Maintenance for Roadway Reporter for Esri Roads and Highways for Server (up to 50 Users) | \$5,000.00 |
| | Annual Maintenance for Roadway Reporter for Esri Roads and Highways for Server (up to 250 Users) | \$10,000.00 |
| | Annual Maintenance for Roadway Reporter for Esri Roads and Highways for Server (up to 500 Users) | \$15,000.00 |
| 5 | Roadway Reporter for Esri Roads and Highways—Term Licenses | |
| | Roadway Reporter for Esri Roads and Highways for Server Term License (up to 50 Users) | \$12,000.00 |
| | Roadway Reporter for Esri Roads and Highways for Server Term License (up to 250 Users) | \$24,000.00 |
| | Roadway Reporter for Esri Roads and Highways for Server Term License (up to 500 Users) | \$36,000.00 |
| 6 | ArcGIS for Server Term Licenses | |
| 6 | ArcGIS for Server Enterprise Term Licenses | |
| | ArcGIS for Server Enterprise Advanced (up to four cores) 30-Day Term License | \$4,230.00 |
| | ArcGIS for Server Enterprise Advanced (up to four cores) 90-Day Term License | \$10,800.00 |
| | ArcGIS for Server Enterprise Advanced (up to four cores) 365-Day Term License | \$21,600.00 |
| | ArcGIS for Server Enterprise Standard (up to four cores) 30-Day Term License | \$2,070.00 |
| | ArcGIS for Server Enterprise Standard (up to four cores) 90-Day Term License | \$5,400.00 |
| | ArcGIS for Server Enterprise Standard (up to four cores) 365-Day Term License | \$10,800.00 |
| | ArcGIS for Server Enterprise Basic (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS for Server Enterprise Basic (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS for Server Enterprise Basic (up to four cores) 365-Day Term License | \$5,400.00 |
| 6 | ArcGIS for Server Workgroup Term Licenses | |
| | ArcGIS for Server Workgroup Advanced (up to four cores) 30-Day Term License | \$2,070.00 |
| | ArcGIS for Server Workgroup Advanced (up to four cores) 90-Day Term License | \$5,400.00 |
| | ArcGIS for Server Workgroup Advanced (up to four cores) 365-Day Term License | \$10,800.00 |
| | ArcGIS for Server Workgroup Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS for Server Workgroup Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS for Server Workgroup Standard (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS for Server Workgroup Basic (maximum four cores) 30-Day Term License | \$540.00 |
| | ArcGIS for Server Workgroup Basic (maximum four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS for Server Workgroup Basic (maximum four cores) 365-Day Term License | \$2,700.00 |
| 6 | ArcGIS for Server Extensions Enterprise Term Licenses | |
| | ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License | \$2,700.00 |

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| | ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License | \$5,400.00 |
| | Esri Defense Mapping for Server Enterprise Advanced (up to four cores) 30-Day Term License | \$1,080.00 |
| | Esri Defense Mapping for Server Enterprise Advanced (up to four cores) 90-Day Term License | \$2,700.00 |
| | Esri Defense Mapping for Server Enterprise Advanced (up to four cores) 365-Day Term License | \$5,400.00 |
| | Esri Production Mapping for Server Enterprise Advanced (up to four cores) 30-Day Term License | \$1,080.00 |
| | Esri Production Mapping for Server Enterprise Advanced (up to four cores) 90-Day Term License | \$2,700.00 |
| | Esri Production Mapping for Server Enterprise Advanced (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS for Maritime: Server Enterprise Advanced (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS for Maritime: Server Enterprise Advanced (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS for Maritime: Server Enterprise Advanced (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 365-Day Term | \$5,400.00 |

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| | License | |
| | Esri Production Mapping for Server Enterprise Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | Esri Production Mapping for Server Enterprise Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | Esri Production Mapping for Server Enterprise Standard (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS for Maritime: Server Enterprise Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS for Maritime: Server Enterprise Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS for Maritime: Server Enterprise Standard (up to four cores) 365-Day Term License | \$5,400.00 |
| 6 | ArcGIS for Server Extensions Workgroup Term Licenses | |
| | ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 365-Day Term License | \$2,700.00 |
| | Esri Defense Mapping for Server Workgroup Advanced (up to four cores) 30-Day Term License | \$540.00 |
| | Esri Defense Mapping for Server Workgroup Advanced (up to four cores) 90-Day Term License | \$1,350.00 |
| | Esri Defense Mapping for Server Workgroup Advanced (up to four cores) 365-Day Term License | \$2,700.00 |
| | Esri Production Mapping for Server Workgroup Advanced (up to four cores) 30-Day Term License | \$540.00 |
| | Esri Production Mapping for Server Workgroup Advanced (up to four cores) 90-Day Term License | \$1,350.00 |
| | Esri Production Mapping for Server Workgroup Advanced (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS for Maritime: Server Workgroup Advanced (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS for Maritime: Server Workgroup Advanced (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS for Maritime: Server Workgroup Advanced (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 30-Day Term License | \$540.00 |

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| | ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 365-Day Term License | \$2,700.00 |
| | Esri Production Mapping for Server Workgroup Standard (up to four cores) 30-Day Term License | \$540.00 |
| | Esri Production Mapping for Server Workgroup Standard (up to four cores) 90-Day Term License | \$1,350.00 |
| | Esri Production Mapping for Server Workgroup Standard (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS for Maritime: Server Workgroup Standard (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS for Maritime: Server Workgroup Standard (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS for Maritime: Server Workgroup Standard (up to four cores) 365-Day Term License | \$2,700.00 |
| 7 | Reserved | |
| 8 | Location Analytics | |
| 8 | Esri Business Analyst for Desktop Single Use Licenses | |
| | Esri Business Analyst Basic for Desktop National Single Use License | \$16,646.00 |
| | Esri Business Analyst Basic for Desktop Regional Single Use License | \$12,146.00 |
| | Esri Business Analyst Basic for Desktop State Single Use License | \$7,646.00 |
| 8 | Esri Business Analyst for Desktop Concurrent Use Licenses | |
| | Esri Business Analyst Basic for Desktop National Concurrent Use License | \$16,646.00 |
| | Esri Business Analyst Basic for Desktop Regional Concurrent Use License | \$12,146.00 |
| | Esri Business Analyst Basic for Desktop State Concurrent Use License | \$7,646.00 |
| | Annual Maintenance for Esri Business Analyst Basic for Desktop National License | \$14,795.00 |
| | Annual Maintenance for Esri Business Analyst Basic for Desktop Regional License | \$10,795.00 |
| | Annual Maintenance for Esri Business Analyst Basic for Desktop State License | \$6,795.00 |
| 8 | Esri Business Analyst Standard for Desktop Concurrent Use Licenses | |
| | Esri Business Analyst Standard for Desktop National Concurrent Use License | \$36,896.00 |
| | Esri Business Analyst Standard for Desktop Regional Concurrent Use License | \$26,541.00 |
| | Esri Business Analyst Standard for Desktop State Concurrent Use License | \$16,565.00 |
| 8 | Esri Business Analyst Standard for Desktop Single Use Licenses | |
| | Esri Business Analyst Standard for Desktop National Single Use License | \$36,896.00 |
| | Esri Business Analyst Standard for Desktop Regional Single Use License | \$26,541.00 |
| | Esri Business Analyst Standard for Desktop State Single Use License | \$16,565.00 |
| 8 | Annual Maintenance for Esri Business Analyst Standard for Desktop—Concurrent Use and Single Use Licenses | |
| | Annual Maintenance for Esri Business Analyst Standard for Desktop National License | \$32,795.00 |

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| | Annual Maintenance for Esri Business Analyst Standard for Desktop Regional License | \$23,590.00 |
| | Annual Maintenance for Esri Business Analyst Standard for Desktop State License | \$14,720.00 |
| 8 | Esri Business Analyst for Server | |
| 8 | Esri Business Analyst for Server Enterprise Advanced | |
| | Esri Business Analyst for Server Enterprise Advanced (up to four cores) | \$135,025.00 |
| | Esri Business Analyst for Server Enterprise Advanced (additional cores) | \$33,775.00 |
| | Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (up to four cores) | \$100,000.00 |
| | Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (additional cores) | \$25,000.00 |
| 8 | Esri Business Analyst for Server Workgroup Advanced | |
| | Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores) | \$67,525.00 |
| | Annual Maintenance for Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores) | \$50,000.00 |
| 8 | Esri Business Analyst for Server Staging Server | |
| | Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores) | \$36,660.00 |
| | Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores) | \$9,184.00 |
| | Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores) | \$25,000.00 |
| | Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores) | \$6,250.00 |
| 9 - 12 | Reserved | |
| 13 | Mobile GIS | |
| 13 | AppStudio for ArcGIS | |
| | AppStudio for ArcGIS Standard | \$1,350.00 |
| | AppStudio for ArcGIS Standard with ArcGIS Runtime Deployment Pack Bundle—Year 1 | \$5,400.00 |
| | AppStudio for ArcGIS Standard with ArcGIS Runtime Deployment Pack Bundle—Year 2 | \$1,800.00 |
| | EDN Optional Add-On for AppStudio Standard | \$450.00 |
| 13 | ArcPad | |
| | ArcPad Single Use License | \$630.00 |
| | ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data | \$630.00 |
| | ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data | \$630.00 |
| | ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data | \$630.00 |
| | Annual Maintenance for ArcPad Single Use License | \$250.00 |
| | ArcPad Single Use License Upgrade | \$244.00 |
| | ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data Upgrade | \$244.00 |
| | ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data Upgrade | \$244.00 |
| | ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data Upgrade | \$244.00 |
| 13 | ArcGIS for Windows Mobile | |
| | ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine 5-Deployment Pack License | \$1,350.00 |
| | Annual Maintenance for ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine5-Deployment Pack License | \$300.00 |
| | ArcGIS for Windows Mobile for ArcGIS Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License | \$13,500.00 |
| | Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License | \$3,000.00 |

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| | ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License | \$1,350.00 |
| | Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License | \$300.00 |
| | ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License | \$1,350.00 |
| | Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License | \$300.00 |
| 13 | StreetMap for ArcGIS for Windows Mobile | |
| 13 | StreetMap for ArcGIS for Windows Mobile 5-Pack Bundles | |
| | StreetMap for ArcGIS for Windows Mobile for Desktop HERE North America Street Data 5-Pack Single Use Term License | \$400.00 |
| | StreetMap for ArcGIS for Windows Mobile for Desktop HERE Europe Street Data 5-Pack Single Use Term License | \$600.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced HERE North America Street Data 5-Pack Term License | \$400.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced HERE Europe Street Data 5-Pack Term License | \$600.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard HERE North America Street Data 5-Pack Term License | \$400.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard HERE Europe Street Data 5-Pack Term License | \$600.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced HERE North America Street Data 5-Pack Term License | \$400.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced HERE Europe Street Data 5-Pack Term License | \$600.00 |
| 13 | StreetMap for ArcGIS for Windows Mobile 50-Pack Bundles | |
| | StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced HERE North America Street Data 50-Pack Term License | \$3,800.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced HERE Europe Street Data 50-Pack Term License | \$5,700.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard HERE North America Street Data 50-Pack Term License | \$3,800.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard HERE Europe Street Data 50-Pack Term License | \$5,700.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced HERE North America Street Data 50-Pack Term License | \$3,800.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced HERE Europe Street Data 50-Pack Term License | \$3,800.00 |
| 14 - 15 | Reserved | |
| 16 | Instructor-Led Training (ILT) | |
| | ILT—per Student, per Day at Esri Learning Centers in the United States | \$565.00 |
| | Instructor-Led Online (ILO) Classroom Training—per Student, per Day | \$565.00 |
| | Additional Student—Client Site Private Class per Student, per Day | \$380.00 |
| | Additional Student—Esri Site Private Class per Student, per Day | \$380.00 |
| | Half-Day ILO Training Workshop—per Student, per Seat | \$185.00 |
| | Half-Day ILO Private Training Workshop—20 Students | \$2,780.00 |
| | Full-Day ILO Training Workshop—per Student, per Seat | \$370.00 |
| | Full-Day ILO Private Training Workshop—up to 20 Students | \$5,560.00 |
| | Private Classes—Esri Site per Class, per Day (12 students) in Locations in the United States | \$5,095.00 |
| | Private Classes—Client Site per Class, per Day (12 students) in Locations in the United States | \$5,095.00 |

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| | Client Coaching Services—Client Site | \$4,630.00 |
| | Client Coaching Services—Esri Site | \$4,630.00 |
| | Technical Certification Exam Voucher | \$225.00 |
| | EDN Instructor-Led Training (5 days) | \$2,565.00 |
| 16 | Esri Training Pass | |
| | Esri Training Pass—per Day, up to 49 Days | \$565.00 |
| | Esri Training Pass—per Day, 50 Days or More | \$540.00 |
| | Esri Training Pass—One-Year Extension, up to 49 Days | \$530.00 |
| | Esri Training Pass—One-Year Extension, 50 Days or More | \$1,590.00 |
| 17 | Online GIS | |
| 17 | ArcGIS Online for Organizations Plans - Term Licenses | |
| | ArcGIS Online Level 1 Plan—Includes up to 5 Named Users and 2,500 Credits | \$2,500.00 |
| | ArcGIS Online Additional User 5-Pack for Level 1 Plan | \$2,500.00 |
| | ArcGIS Online Level 2 Plan—Includes up to 50 Named Users and 10,000 Credits | \$10,000.00 |
| | ArcGIS Online Additional User 5-Pack for Level 2 Plan | \$1,000.00 |
| | ArcGIS Online Level 3 Plan—Includes up to 100 Named Users and 17,500 Credits | \$17,500.00 |
| | ArcGIS Online Additional User 5-Pack for Level 3 Plan | \$875.00 |
| | ArcGIS Online Level 4 Plan—Includes up to 250 Named Users and 37,500 Credits | \$37,500.00 |
| | ArcGIS Online Additional User 5-Pack for Level 4 Plan | \$750.00 |
| | ArcGIS Online Level 5 Plan—Includes up to 500 Named Users and 62,500 Credits | \$62,500.00 |
| | ArcGIS Online Additional User 5-Pack for Level 5 Plan | \$625.00 |
| | ArcGIS Online Level 6 Plan—Includes up to 1,000 Named Users and 110,000 Credits | \$110,000.00 |
| | ArcGIS Online Additional User 5-Pack for Level 6 Plan | \$550.00 |
| | ArcGIS Online Additional Service Credits—Block of 1,000 | \$100.00 |
| 17 | Esri Business Analyst Online Organization Plans for Use with ArcGIS Online | |
| | Esri Business Analyst Online (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users | \$500.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan | \$500.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users | \$2,000.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan | \$200.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users | \$3,500.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan | \$175.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users | \$7,500.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan | \$150.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users | \$12,500.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan | \$125.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users | \$22,000.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan | \$110.00 |
| 17 | Esri Community Analyst Organization Plans for Use with ArcGIS Online | |
| | Esri Community Analyst (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users | \$500.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan | \$500.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users | \$2,000.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan | \$200.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users | \$3,500.00 |

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| | Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan | \$175.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users | \$7,500.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan | \$150.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users | \$12,500.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan | \$125.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users | \$22,000.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan | \$110.00 |
| 17 | GeoPlanner for ArcGIS | |
| 17 | GeoPlanner for ArcGIS for Use with ArcGIS Online—Annual Term Licenses | |
| | GeoPlanner for ArcGIS (for use with ArcGIS Online) for 1 Named User Single Use | \$500.00 |
| | GeoPlanner for ArcGIS (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users | \$2,500.00 |
| | GeoPlanner for ArcGIS (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan | \$2,500.00 |
| | GeoPlanner for ArcGIS (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users | \$10,000.00 |
| | GeoPlanner for ArcGIS (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan | \$1,000.00 |
| | GeoPlanner for ArcGIS (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users | \$17,500.00 |
| | GeoPlanner for ArcGIS (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan | \$875.00 |
| | GeoPlanner for ArcGIS (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users | \$37,500.00 |
| | GeoPlanner for ArcGIS (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan | \$750.00 |
| | GeoPlanner for ArcGIS (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users | \$62,500.00 |
| | GeoPlanner for ArcGIS (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan | \$625.00 |
| | GeoPlanner for ArcGIS (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users | \$110,000.00 |
| | GeoPlanner for ArcGIS (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan | \$550.00 |
| 17 | GeoPlanner for ArcGIS for Use with Portal for ArcGIS Annual Term Licenses | |
| | GeoPlanner for ArcGIS (for use with Portal for ArcGIS) for 1 Named User | \$500.00 |
| | GeoPlanner for ArcGIS Level 1 Plan (for use with Portal for ArcGIS) for up to 5 Named Users | \$2,500.00 |
| | GeoPlanner for ArcGIS (for use with Portal for ArcGIS) Additional User 5-Pack for Level 1 Plan | \$2,500.00 |
| | GeoPlanner for ArcGIS Level 2 Plan (for use with Portal for ArcGIS) for up to 50 Named Users | \$10,000.00 |
| | GeoPlanner for ArcGIS (for use with Portal for ArcGIS) Additional User 5-Pack for Level 2 Plan | \$1,000.00 |
| | GeoPlanner for ArcGIS Level 3 Plan (for use with Portal for ArcGIS) for up to 100 Named Users | \$17,500.00 |
| | GeoPlanner for ArcGIS (for use with Portal for ArcGIS) Additional User 5-Pack for Level 3 Plan | \$875.00 |
| | GeoPlanner for ArcGIS Level 4 Plan (for use with Portal for ArcGIS) for up to 250 Named Users | \$37,500.00 |
| | GeoPlanner for ArcGIS (for use with Portal for ArcGIS) Additional User 5-Pack for Level 4 Plan | \$750.00 |
| | GeoPlanner for ArcGIS Level 5 Plan (for use with Portal for ArcGIS) for up to 500 Named Users | \$62,500.00 |
| | GeoPlanner for ArcGIS (for use with Portal for ArcGIS) Additional User 5-Pack for Level 5 Plan | \$625.00 |
| | GeoPlanner for ArcGIS Level 6 Plan (for use with Portal for ArcGIS) for up to 1,000 Named Users | \$110,000.00 |
| | GeoPlanner for ArcGIS (for use with Portal for ArcGIS) Additional User 5-Pack for Level 6 Plan | \$550.00 |
| 17 | Navigator for ArcGIS | |
| | Navigator for ArcGIS—Named User 5-Pack | \$250.00 |
| 17 | Drone2Map for ArcGIS | |
| | Drone2Map for ArcGIS Annual Individual Subscription | \$3,500.00 |
| 18 | Portal for ArcGIS | |
| 18 | Portal for ArcGIS Term Licenses | |
| | Portal for ArcGIS—Includes up to 5 Named Users Annual Term License | \$2,500.00 |
| | Portal for ArcGIS—Includes up to 50 Named Users Annual Term License | \$10,000.00 |

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| | Portal for ArcGIS—Includes up to 100 Named Users Annual Term License | \$17,500.00 |
| | Portal for ArcGIS—Includes up to 250 Named Users Annual Term License | \$37,500.00 |
| | Portal for ArcGIS—Includes up to 500 Named Users Annual Term License | \$62,500.00 |
| | Portal for ArcGIS—Includes up to 1,000 Named Users Annual Term License | \$110,000.00 |
| 18 | Portal for ArcGIS Additional User 5-Pack Term Licensing | |
| | Portal for ArcGIS Additional User 5-Pack for up to 5 Named Users Annual Term License | \$2,500.00 |
| | Portal for ArcGIS Additional User 5-Pack for up to 50 Named Users Annual Term License | \$1,000.00 |
| | Portal for ArcGIS Additional User 5-Pack for up to 100 Named Users Annual Term License | \$875.00 |
| | Portal for ArcGIS Additional User 5-Pack for up to 250 Named Users Annual Term License | \$750.00 |
| | Portal for ArcGIS Additional User 5-Pack for up to 500 Named Users Annual Term License | \$625.00 |
| | Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named Users Annual Term License | \$550.00 |
| 19 | Premium Support Services | |
| | Premium Support Annual Use—Unlimited Incidents | \$38,500.00 |
| | Premium Support Annual Use—Up to 10 Incidents | \$15,000.00 |
| | Premium Support Additional Authorized Contact—Unlimited Incidents | \$10,000.00 |
| | EDN Technical Support Services (10 calls) | \$2,000.00 |
| | Professional Services - 2017 Prices | |
| | WebGIS Launch Kits | |
| | WebGIS Launch Kit - Basic (3 days) | \$10,100.00 |
| | WebGIS Launch Kit - Standard (4 days) | \$12,800.00 |
| | WebGIS Launch Kit - Advanced (5 days) | \$15,200.00 |
| | Workshop Packages | |
| | Esri Production Mapping Workshop (3 days) | \$13,600.00 |
| | Esri Defense Mapping Workshop (3 days) | \$13,600.00 |
| | ArcGIS for Maritime: Charting Workshop (5 days) | \$19,800.00 |
| | ArcGIS for Aviation Workshop (3 days) | \$13,600.00 |
| | ArcGIS Data Reviewer Workshop (3 days) | \$13,600.00 |
| | ArcGIS Workflow Manager Workshop (3 days) | \$13,600.00 |
| | Jumpstart Packages | |
| | ArcGIS for Server Jumpstart - Basic (3 days) | \$10,100.00 |
| | ArcGIS Enterprise Jumpstart - Basic (3 days) | \$13,600.00 |
| | ArcGIS Enterprise Jumpstart - Standard (4 days) | \$16,700.00 |
| | ArcGIS Enterprise Jumpstart - Advanced (4 days) | \$26,500.00 |
| | Esri Geoportal Server Jumpstart (3-day option) | \$13,600.00 |
| | Esri Geoportal Server Jumpstart (5-day option) | \$19,800.00 |
| | Esri Production Mapping Jumpstart (5 days) | \$19,800.00 |
| | Esri Defense Mapping Jumpstart (5 days) | \$19,800.00 |
| | ArcGIS for Maritime: Charting Jumpstart (10 days) | \$35,300.00 |
| | ArcGIS for Aviation Jumpstart (5 days) | \$19,800.00 |
| | ArcGIS Data Reviewer Jumpstart (5 days) | \$19,800.00 |
| | ArcGIS Workflow Manager Jumpstart (5 days) | \$19,800.00 |
| | ArcGIS Image Extension for Server Jumpstart (3 days) | \$13,600.00 |
| | Data Appliance for ArcGIS Jumpstart (3 days) | \$13,600.00 |
| | Data Appliance for ArcGIS and ArcGIS for Server Bundle Jumpstart (5 days) | \$19,800.00 |
| | Services Packages | |
| | Enterprise GIS Health Check (3 days) | \$13,600.00 |
| | Remote Developer Support (20 hours) | \$5,700.00 |
| | Remote Support for Esri Geoportal Server (20 hours) | \$5,700.00 |
| | Capacity Planning Support (10 hours) | \$2,840.00 |
| | Professional GIS Services Packages | |
| | Professional GIS Services Package - Standard | \$19,800.00 |

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| | Professional GIS Services Package - Advanced | \$24,000.00 |
| | Esri Enterprise Advantage Program | |
| | Esri Enterprise Advantage Program (EEAP) 100 Learning and Service Credits | \$83,000.00 |
| | Esri Enterprise Advantage Program (EEAP) 50 Learning and Service Credits | \$57,000.00 |
| | Additional EEAP Technical Advisor Services | \$23,300.00 |
| | Additional EEAP 100 Learning and Service Credits | \$52,000.00 |
| | Additional EEAP 50 Learning and Service Credits | \$26,000.00 |
| 20 | StreetMap Premium for ArcGIS HERE Data —North America | |
| 20 | StreetMap Premium for ArcGIS HERE Data—United States | |
| | United States—Full Use (per single use ArcGIS for Desktop user/per year) | \$6,025.00 |
| | United States—Full Use (per concurrent use ArcGIS for Desktop user/per year) | \$15,025.00 |
| | United States—Full Use (per ArcGIS for Server Enterprise/per year) | \$75,025.00 |
| | United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$30,025.00 |
| | United States—Display and Geocode (per single use ArcGIS for Desktop user/per year) | \$3,025.00 |
| | United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year) | \$7,525.00 |
| | United States—Display and Geocode (per ArcGIS for Server Enterprise/per year) | \$37,525.00 |
| | United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$15,025.00 |
| 20 | StreetMap Premium for ArcGIS HERE Data—North America (United States, Canada, and Mexico) | |
| | North America—Full Use (per single use ArcGIS for Desktop user/per year) | \$12,025.00 |
| | North America—Full Use (per concurrent use ArcGIS for Desktop user/per year) | \$30,025.00 |
| | North America—Full Use (per ArcGIS for Server Enterprise/per year) | \$150,025.00 |
| | North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$60,025.00 |
| | North America—Display and Geocode (per single use ArcGIS for Desktop user/per year) | \$6,025.00 |
| | North America—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year) | \$15,025.00 |
| | North America—Display and Geocode (per ArcGIS for Server Enterprise/per year) | \$75,025.00 |
| | North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$30,025.00 |
| 20 | StreetMap Premium for ArcGIS HERE Data—State | |
| | State—Full Use (per single use ArcGIS for Desktop user/per year) | \$2,025.00 |
| | State—Full Use (per concurrent use ArcGIS for Desktop user/per year) | \$5,025.00 |
| | State—Full Use (per ArcGIS for Server Enterprise/per year) | \$25,025.00 |
| | State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$10,025.00 |
| | State—Display and Geocode (per single use ArcGIS for Desktop user/per year) | \$1,025.00 |
| | State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year) | \$2,525.00 |
| | State—Display and Geocode (per ArcGIS for Server Enterprise/per year) | \$12,525.00 |
| | State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$5,025.00 |
| 20 | StreetMap Premium for ArcGIS TomTom Data—North America | |
| 20 | StreetMap Premium for ArcGIS TomTom Data—United States | |
| | United States—Full Use (per single use ArcGIS for Desktop user/per year) | \$6,025.00 |
| | United States—Full Use (per concurrent use ArcGIS for Desktop user/per year) | \$15,025.00 |
| | United States—Full Use (per ArcGIS for Server Enterprise/per year) | \$75,025.00 |
| | United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$30,025.00 |
| | United States—Display and Geocode (per single use ArcGIS for Desktop user/per year) | \$3,025.00 |
| | United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year) | \$7,525.00 |
| | United States—Display and Geocode (per ArcGIS for Server Enterprise/per year) | \$37,525.00 |
| | United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$15,025.00 |
| 20 | StreetMap Premium for ArcGIS TomTom Data—Small State in the United States | |
| | Small State—Full Use (per single use ArcGIS for Desktop user/per year) | \$925.00 |

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| | Small State—Full Use (per concurrent use ArcGIS for Desktop user/per year) | \$2,275.00 |
| | Small State—Full Use (per ArcGIS for Server Enterprise/per year) | \$11,275.00 |
| | Small State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$4,525.00 |
| | Small State—Display and Geocode (per single use ArcGIS for Desktop user/per year) | \$525.00 |
| | Small State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year) | \$1,150.00 |
| | Small State—Display and Geocode (per ArcGIS for Server Enterprise/per year) | \$5,650.00 |
| | Small State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$2,275.00 |
| 20 | StreetMap Premium for ArcGIS TomTom Data—Medium State in the United States | |
| | Medium State—Full Use (per single use ArcGIS for Desktop user/per year) | \$1,225.00 |
| | Medium State—Full Use (per concurrent use ArcGIS for Desktop user/per year) | \$3,025.00 |
| | Medium State—Full Use (per ArcGIS for Server Enterprise/per year) | \$15,025.00 |
| | Medium State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$6,025.00 |
| | Medium State—Display and Geocode (per single use ArcGIS for Desktop user/per year) | \$625.00 |
| | Medium State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year) | \$1,525.00 |
| | Medium State—Display and Geocode (per ArcGIS for Server Enterprise/per year) | \$7,525.00 |
| | Medium State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$3,025.00 |
| 20 | StreetMap Premium for ArcGIS TomTom Data—Large State in the United States | |
| | Large State—Full Use (per single use ArcGIS for Desktop user/per year) | \$1,825.00 |
| | Large State—Full Use (per concurrent use ArcGIS for Desktop user/per year) | \$4,525.00 |
| | Large State—Full Use (per ArcGIS for Server Enterprise/per year) | \$22,525.00 |
| | Large State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$9,025.00 |
| | Large State—Display and Geocode (per single use ArcGIS for Desktop user/per year) | \$925.00 |
| | Large State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year) | \$2,275.00 |
| | Large State—Display and Geocode (per ArcGIS for Server Enterprise/per year) | \$11,275.00 |
| | Large State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$4,525.00 |
| 20 | StreetMap Premium for ArcGIS TomTom Data—North America | |
| | North America—Full Use (per single use ArcGIS for Desktop user/per year) | \$12,025.00 |
| | North America—Full Use (per concurrent use ArcGIS for Desktop user/per year) | \$30,025.00 |
| | North America—Full Use (per ArcGIS for Server Enterprise/per year) | \$150,025.00 |
| | North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$60,025.00 |
| | North America—Display and Geocode (per single use ArcGIS for Desktop user/per year) | \$6,025.00 |
| | North America—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year) | \$15,025.00 |
| | North America—Display and Geocode (per ArcGIS for Server Enterprise/per year) | \$75,025.00 |
| | North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$30,025.00 |
| 21 | Esri Managed Services | |
| 21 | Esri Managed Service Packages without ArcGIS for Server Software | |
| 21 | Basic packages without ArcGIS for Server Software | |
| | Esri Managed Services: Basic - Small Package Monthly Fee | \$1,000.00 |
| | Esri Managed Services: Basic - Medium Package Monthly Fee | \$1,500.00 |
| | Esri Managed Services: Basic - Large Package Monthly Fee | \$2,000.00 |
| 21 | Standard Packages without ArcGIS for Server Software | |
| | Esri Managed Services: Standard - Small Package Monthly Fee | \$1,500.00 |
| | Esri Managed Services: Standard - Medium Package Monthly Fee | \$2,000.00 |
| | Esri Managed Services: Standard - Large Package Monthly Fee | \$2,500.00 |
| 21 | Advanced Packages without ArcGIS for Server Software | |
| | Esri Managed Services: Advanced - Small Package Monthly Fee | \$2,000.00 |
| | Esri Managed Services: Advanced - Medium Package Monthly Fee | \$3,000.00 |
| | Esri Managed Services: Advanced - Large Package Monthly Fee | \$4,000.00 |
| 21 | Advanced Plus Packages without ArcGIS for Server Software | |

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| | Esri Managed Services: Advanced Plus - Small Package Monthly Fee | \$4,000.00 |
| | Esri Managed Services: Advanced Plus - Medium Package Monthly Fee | \$6,000.00 |
| | Esri Managed Services: Advanced Plus - Large Package Monthly Fee | \$8,000.00 |
| 21 | Esri Managed Service Packages with ArcGIS for Server Software | |
| 21 | Basic packages with ArcGIS for Server Software | |
| | Esri Managed Services with ArcGIS for Server Basic - Small Package Monthly Fee | \$3,300.00 |
| | Esri Managed Services with ArcGIS for Server Basic - Medium Package Monthly Fee | \$3,800.00 |
| | Esri Managed Services with ArcGIS for Server Basic - Large Package Monthly Fee | \$4,300.00 |
| | Esri Managed Services with ArcGIS for Server Basic - Small Package Quarterly Fee | \$9,000.00 |
| | Esri Managed Services with ArcGIS for Server Basic - Medium Package Quarterly Fee | \$10,500.00 |
| | Esri Managed Services with ArcGIS for Server Basic - Large Package Quarterly Fee | \$12,000.00 |
| | Esri Managed Services with ArcGIS for Server Basic - Small Package Yearly Fee | \$24,000.00 |
| | Esri Managed Services with ArcGIS for Server Basic - Medium Package Yearly Fee | \$30,000.00 |
| | Esri Managed Services with ArcGIS for Server Basic - Large Package Yearly Fee | \$36,000.00 |
| 21 | Standard Packages with ArcGIS for Server software | |
| | Esri Managed Services with ArcGIS for Server Standard - Small Package Monthly Fee | \$3,800.00 |
| | Esri Managed Services with ArcGIS for Server Standard - Medium Package Monthly Fee | \$4,300.00 |
| | Esri Managed Services with ArcGIS for Server Standard - Large Package Monthly Fee | \$4,800.00 |
| | Esri Managed Services with ArcGIS for Server Standard - Small Package Quarterly Fee | \$10,500.00 |
| | Esri Managed Services with ArcGIS for Server Standard - Medium Package Quarterly Fee | \$12,000.00 |
| | Esri Managed Services with ArcGIS for Server Standard - Large Package Quarterly Fee | \$13,500.00 |
| | Esri Managed Services with ArcGIS for Server Standard - Small Package Yearly Fee | \$30,000.00 |
| | Esri Managed Services with ArcGIS for Server Standard - Medium Package Yearly Fee | \$36,000.00 |
| | Esri Managed Services with ArcGIS for Server Standard - Large Package Yearly Fee | \$42,000.00 |
| 21 | Advanced Packages with ArcGIS for Server software | |
| | Esri Managed Services with ArcGIS for Server Advanced - Small Package Monthly Fee | \$4,300.00 |
| | Esri Managed Services with ArcGIS for Server Advanced - Medium Package Monthly Fee | \$5,300.00 |
| | Esri Managed Services with ArcGIS for Server Advanced - Large Package Monthly Fee | \$6,300.00 |
| | Esri Managed Services with ArcGIS for Server Advanced - Small Package Quarterly Fee | \$12,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced - Medium Package Quarterly Fee | \$15,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced - Large Package Quarterly Fee | \$18,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced - Small Package Yearly Fee | \$36,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced - Medium Package Yearly Fee | \$48,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced - Large Package Yearly Fee | \$60,000.00 |
| 21 | Advanced Plus Packages with ArcGIS for Server Software | |
| | Esri Managed Services with ArcGIS for Server Advanced Plus - Small Package Monthly Fee | \$6,300.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Plus - Medium Package Monthly Fee | \$8,300.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Plus - Large Package Monthly Fee | \$10,300.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Plus - Small Package Quarterly Fee | \$18,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Plus - Medium Package Quarterly Fee | \$24,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Plus - Large Package Quarterly Fee | \$30,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Plus - Small Package Yearly Fee | \$60,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Plus - Medium Package Yearly Fee | \$84,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Plus - Large Package Yearly Fee | \$108,800.00 |
| 21 | Esri Managed Services Setup Fees | |
| | Esri Managed Services Setup Fee: Basic - Small Package | \$3,000.00 |
| | Esri Managed Services Setup Fee: Basic - Medium Package | \$3,000.00 |
| | Esri Managed Services Setup Fee: Basic - Large Package | \$3,000.00 |
| | Esri Managed Services Setup Fee: Standard - Small Package | \$6,000.00 |
| | Esri Managed Services Setup Fee: Standard - Medium Package | \$8,000.00 |
| | Esri Managed Services Setup Fee: Standard - Large Package | \$12,000.00 |

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| | Esri Managed Services Setup Fee: Advanced - Small Package | \$8,000.00 |
| | Esri Managed Services Setup Fee: Advanced - Medium Package | \$10,000.00 |
| | Esri Managed Services Setup Fee: Advanced - Large Package | \$12,000.00 |
| | Esri Managed Services Setup Fee: Advanced Plus - Small Package | \$20,000.00 |
| | Esri Managed Services Setup Fee: Advanced Plus - Medium Package | \$23,000.00 |
| | Esri Managed Services Setup Fee: Advanced Plus - Large Package | \$26,000.00 |
| 21 | Optional Items for Standard and, Advanced and Advanced Plus Packages | |
| | Esri Managed Services Option: Server Auto-Scaling Setup - Setup Fee | \$1,200.00 |
| | Esri Managed Services Option: Additional Server Capacity - Setup Fee | \$500.00 |
| | Esri Managed Services Option: Additional Server Capacity - Monthly Fee | \$500.00 |
| | Esri Managed Services Option: Additional Data Storage (up to 5TB) - Setup Fee | \$1,000.00 |
| | Esri Managed Services Option: Additional Data Storage (per 1TB) - Monthly Fee | \$300.00 |
| | Esri Managed Services Option: Data Updates (up to 100 GB) Per Update | \$1,200.00 |
| | Esri Managed Services Option: Single Web Application Update - Per Update | \$1,200.00 |
| | Esri Managed Services Option: Database Backups - Monthly Fee | \$400.00 |
| | Esri Managed Services Option: Database Instance - Setup Fee | \$500.00 |
| | Esri Managed Services Option: Database Instance - Monthly Fee | \$2,000.00 |
| | Esri Managed Services Option: System Backup - Single system snapshot for up to 1 TB (per backup) | \$1,200.00 |
| Enterprise License Agreement Annual Fee for Departmental ELAs with Annual Payments up to \$500K as Quoted | | |

ATTACHMENT B

TIME AND MATERIALS RATE SCHEDULE

Effective January 1, 2017

Hourly time and materials labor rates have been provided for each labor category for January 1, 2017-December 31, 2017. The hourly labor rates for services that are performed after December 31, 2017 may be escalated in an amount not to exceed five percent (5%) each year.

Esri reserves the right to provide fixed price quotations for professional services requests that require deliverables other than hours. Work performed under fixed price orders will require additional terms and conditions and will be invoiced monthly based on percentage completed.

GIS Technical Specialist/Engineer (S1)

Hourly Rate: \$247

Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software documentation according to design specifications developed by senior technical staff described below. As a group, these staff members are experienced in the coding of software and the creation of digital databases, as well as in software development associated with Esri's commercial off-the-shelf (COTS) software products; web, desktop, or server software development languages; geospatial data formats; and other technologies. These individuals also develop effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

GIS System/Software Developer (S2)

Hourly Rate: \$319

Staff members in this labor category support the design of technical project specifications for the implementation of application software projects and database development projects. They support the day-to-day technical activities of the project team and ensure that standard system methodologies are employed. They also perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of complex and strategic portions of application software and database conversion projects. As a group, these staff members are proficient in Esri COTS software products; web, desktop, and server software development languages; geospatial data formats; and other technologies. These staff members design and develop QA/QC programs and support design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle.

Senior GIS System/Software Architect (S3)

Hourly Rate: \$387

Staff members in this labor category provide the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life cycle methodologies to programs/projects. These individuals are actively involved in systems architecture design, application software design, database process design, and the directing of coding development including the supervision of design and code reviews. These staff members may serve as principal investigators in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of geographic information system (GIS) applications and related information technologies and may also provide specific expertise in areas such as web-based software applications, service-oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient with Esri COTS software products; software and database design methodologies; web, desktop, and server software development languages; geospatial data formats; and other technologies.

GIS Consultant/Project Manager (M1)**Hourly Rate: \$302**

Staff members in this labor category provide day-to-day consulting and management for contracted projects within Esri. These individuals work under the guidance of senior Esri managers described herein and support the design and implementation of project work plans. These staff members may provide consulting services and design and management support to software application development projects and database conversion projects. They may also conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules. These individuals work with Esri administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior GIS Consultant/Project Manager (M2)**Hourly Rate: \$376**

Staff members in this labor category work as project managers or project advisers, providing strategic consulting and project management activities for GIS and information technology (IT) projects. These staff members have market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars development, requirements definition, application and database design, and system integration. Management activities may include defining project requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These individuals may also design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules.

Principal GIS Consultant/Program Manager (M3)**Hourly Rate: \$490**

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and IT projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definitions, application and database design, and system integration. Management activities may include defining program requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support successful project completion.

GIS Database Specialist/Analyst (DB)**Hourly Rate: \$213**

Staff members in this labor category provide database development support in creating cartographic and digital data products. These staff members have expertise that includes the performance of hard copy to digital data conversion tasks, data migration, and translation activities utilizing advanced processing techniques in ArcGIS. These individuals design, develop, and implement efficient production tools and workflows in accordance with approved project plans and design parameters.

This Esri Maintenance and Support Program document describes Esri's commitment to support a US customer's use of Esri's unmodified Qualifying Products by providing some or all of the following maintenance benefits: technical support, new version software, hot fixes, patches, software updates, Self-Paced E-Learning, beta programs, and/or Esri User Conference registration ("**Maintenance**"). Maintenance benefits may vary by product or program. For Maintenance details, contact Esri Customer Service or visit Esri's product qualification web page at <http://www.esri.com/software/maintenance/benefits>.

In addition to Maintenance, customers in the United States of America may purchase Premium Support Services (PSS), which enhance the benefits of Maintenance, including access to a designated Technical Account Manager (TAM), the ability for Premium LAC to convert a Case into a PSS Case at any time, priority Case management, and additional enhanced support and services. For Premium Support Services details, contact Esri or visit Esri's Premium Support web page at <http://support.esri.com/other-resources/SupportServices>.

Esri reserves the right to change the Esri Maintenance and Support Program at any time and, if reasonable under the circumstances, Esri will provide thirty (30) days' advance written notice of any material alterations. Any material alterations will become effective upon renewal.

ARTICLE 1—DEFINITIONS

The terms used are defined as follows:

- a. "**Authorized Caller(s)**" means the Customer-designated individual who may contact Esri to request standard technical support (e.g., to report technical issues or request product assistance).
- b. "**Case**" previously referred to as Incident, means the Esri record that contains technical notes and documentation of all related interactions between Customer and Esri Support Services for a given technical issue. Depending on how the request was initiated, Esri will provide phone, email, or chat confirmation of the Case creation. The Case will be given a unique identification number for reference and tracking.
- c. "**Customer**" means Licensee as defined in the License Agreement.
- d. "**Customer Number**" means a unique number created by Esri to identify each Customer office or site and that will be included on the invoice and/or packing list with any shipment.
- e. "**Hot Fix(es)**" means a single fix in one of the specific functional areas that is critical to Customer (e.g., Customers production has stopped) Esri will send the Hot Fix to Customer as soon as Esri completes a technical feasibility assessment. With the Hot Fix, Esri will deliver documentation that will clearly identify the technical problems addressed and any limitations. Esri will conduct limited testing on Hot Fixes before providing them to Customer. Esri will incorporate Hot Fixes into subsequent service packs. Hot Fixes do not provide new functionality. Hot Fixes will only function with the associated Esri product type and release.
- f. "**Patch(es)**" means a single fix (see Hot Fix[es]) or a set of related fixes that are in a specific functional area of the Esri product and will apply to multiple Esri customers. Once a Patch is released, it will be incorporated into a subsequent service pack release. Esri conducts limited testing on Patches before providing them to customers. Patches do not provide new functionality. Patches will only function with the associated Esri product type and release.
- g. "**Premium LAC**" means up to two (2) individuals selected by Customer to report a PSS Case and work directly with the TAM.
- h. "**PSS Case(s)**" means a Case that is opened as or elevated to PSS via Customer request or technical support's elevation process.
- i. "**Qualifying Product(s)**" means Esri's unmodified Products or Products that were modified by Esri or under Esri's direction and are eligible for some or all of the Maintenance benefits licensed to Customer subject to the terms and conditions of the License Agreement signed by Esri and Customer.
- j. "**Self-Paced E-Learning**" means a collection of self-paced learning resources for the ArcGIS Platform, accessible from the Esri Training website.
- k. "**Software Updates**" means a collection of files that enhance or correct a Qualifying Product and that will be available for Customer to download during the Maintenance term.
- l. "**TAM**" means the Technical Account Manager who will be the primary point of contact for the coordination and escalation of PSS Cases.

ARTICLE 2—PAYMENT, EXPIRATION, RENEWAL, AND REINSTATEMENT

2.1 Payment. Esri will automatically provide Maintenance for the first twelve (12) consecutive months from the licensed date of Qualifying Products. Thereafter, Customer can purchase Maintenance and/or PSS in advance, on an annual basis with payment terms of net thirty (30) days, unless otherwise agreed to in another agreement between Customer and Esri. Customer may issue a purchase order for its initial PSS order at any time during a Maintenance term.

2.2 Term Expiration. Esri will send Customer a notice of expiration one hundred twenty (120) days before the term expires. Esri will issue a quote ninety (90) days before the expiration date ("Renewal Quote"). The Renewal Quote will be sent via email or fax and provide Customer with a breakdown of the Products licensed and PSS due to expire and the associated fees to renew. If Esri does not receive a purchase order or payment prior to the expiration date, Esri will notify Customer that the term has expired. Esri will continue to provide standard technical support for an additional thirty (30) days, but Customer will no longer receive Software Updates released after the Maintenance term's expiration, or have access to PSS. If Customer does not reinstate Maintenance within thirty (30) days after the expiration date, Customer will no longer receive technical support. All other Maintenance benefits and Premium Support Services will end with the expiration of the Maintenance term.

2.3 Prorating Renewal Terms. If Customer has acquired multiple Qualifying Products throughout the course of a year, Esri will provide a single Renewal Quote with prorated fees and a common renewal term for all Qualifying Products and PSS (if applicable). The common renewal term will start on the earliest of the Qualifying Products' renewal dates.

2.4 Reinstatement Fee for Past Due Renewals. Esri will reinstate Maintenance and PSS (if applicable) if Customer sends a purchase order or payment within thirty (30) days of the expiration date. If Customer does not renew Maintenance or PSS (either as a stand-alone order or through the Esri Enterprise Advantage Program) within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Customer would have paid since the expiration date. Renewal Maintenance and PSS will be reinstated at the then-current pricing.

ARTICLE 3—ESRI USER CONFERENCE REGISTRATION; SELF-PACED E-LEARNING

3.1 Esri User Conference Registration. During the Maintenance term, Customer may be eligible for complimentary registrations to attend the Esri User Conference. Unless otherwise agreed to in writing by Esri and Customer, Customer's eligibility will be dependent on the license type(s) and quantity of Qualifying Products. Customer may purchase additional registrations. Customer must submit a registration form for each individual attending the conference. Esri User Conference registrations are assigned in the order received and are nontransferable.

3.2 Self-Paced E-Learning. During the Maintenance term, Customers will receive access to Self-Paced E-Learning. Each individual must have an Esri account, a broadband Internet connection, and must be an employee, agent, consultant, or contractor of Customer. For education accounts, individuals may include registered students.

ARTICLE 4—STANDARD TECHNICAL SUPPORT

4.1 Scope of Standard Technical Support. During the Maintenance term, Qualifying Products will receive the level of technical support corresponding to the respective life cycle phase. Information on the Qualifying Product life cycle phase and the ArcGIS Product Life Cycle Support Policy can be found at <http://support.esri.com/en/content/productlifecycles>. Esri does not provide technical support for (a) sample applications; (b) patches received outside of a life cycle; or (c) hardware, graphics cards, monitors, plotters, graphics printers, digitizers, modems, or similar peripherals that are not provided by Esri. However, Esri does answer questions about how to interface Esri products with supported devices.

4.2 Authorized Callers. Customer may designate a limited number of Authorized Callers per Qualifying Product. Customer may replace Authorized Callers at any time by notifying Esri Support Services or through the My Esri site. If Customer has an enterprise agreement or site license agreement with Esri, Authorized Callers will be identified by name in the corresponding agreement.

4.3 Telephone, Chat, and Web Form. If Customer needs help with a technical issue, Authorized Caller may contact Esri by phone, chat, or web form.

- a. *By Telephone.* Each technical support request will be logged as a Case. After a Case is logged, the caller will be connected to a technical specialist who will be dedicated to work on the technical issue. If a technical specialist is unavailable, the Case will be placed in a dispatch queue for the next available technical specialist.
- b. *By Chat.* To initiate a chat consultation, click the Chat with an Analyst button at <http://support.esri.com/en/webform-chat>. Chat-based requests can only be made during Esri Support Services operating hours, listed in Article 7 below. Each technical support request will be logged as a Case. After a Case is logged, Authorized Caller will be connected to a technical specialist. If a technical specialist is unavailable, Authorized Caller can opt to receive an email notification when the next technical specialist is available.

- c. *By Web Form.* Authorized Caller may request technical support by completing an online web form available at <http://support.esri.com/en/webform>. Requests made through this channel are received twenty-four (24) hours a day, seven (7) days a week, but are logged and assigned to a technical specialist the next business day. Esri will respond on a first come, first served basis. All Cases reported by web form are given the same priority and level of attention as those reported by telephone.

4.4 Esri Online Support Center and My Esri. Esri has created a self-help support website center for Authorized Caller to submit technical issues; chat with technical specialists; track technical support Cases through the Esri Customer Care portal; and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The Esri Support website can be found at <http://support.esri.com>. My Esri can be found at <https://my.esri.com>.

4.5 Technical Support Case Reporting/Logging. For most Qualifying Products, Authorized Caller may contact Esri as many times as needed. All requests for technical support must contain detailed information about the technical issue. Authorized Caller must be prepared to provide as much of the following information as possible:

- The Esri Customer Number
- The phone number and email address where Authorized Caller can be reached
- The version of the software and operating system in use
- The database in use, if applicable
- The Esri Global ID
- A description of what Customer was doing when the problem occurred
- The exact wording of any error messages that appear on the screen
- Any steps taken to resolve the problem

4.6 Standard Technical Support Response Time. Esri will respond to a technical support request during Esri Support Services operating hours. Esri will make commercially reasonable efforts to respond and provide status updates to Authorized Caller according to the severity level of the technical issue as shown in the table below. Authorized Caller may request that the technical specialist change a technical issue severity level, but requests for critical- and high-severity levels must be made via telephone.

| Severity | Criteria | Response Time | Status Updates |
|----------|---|--------------------------|---|
| Critical | <ul style="list-style-type: none"> ▪ Causes a severe impact to business operations (e.g., critical business processes are disabled) ▪ No workaround available | Six (6) business hours | Esri will provide status every business day until closure of the Case. |
| High | <ul style="list-style-type: none"> ▪ Causes a noncritical impact to business operations (e.g., significant degradation of quality or handling of data) ▪ No stable workaround available | Eight (8) business hours | Esri will provide status every business day until closure of the Case. |
| Medium | <ul style="list-style-type: none"> ▪ Causes a minor impact to business operations | Two (2) business days | Esri will provide status every three (3) business days until closure of the Case. |
| Routine | <ul style="list-style-type: none"> ▪ Causes little or no impact to business operations | Two (2) business days | Esri will provide status every five (5) business days until closure of the Case. |

4.7 Resolution Time. After the Technical Support Case is logged, Esri will use commercially reasonable efforts to provide corrections to a technical issue or supply a workaround. While it is Esri's goal to provide an acceptable resolution to technical issues, Esri cannot guarantee that all technical issues can be fixed or resolved.

ARTICLE 5—PREMIUM SUPPORT SERVICES (US CUSTOMERS ONLY)

If Customer pays for and utilizes Premium Support Services, Customer will receive (i) access to a designated TAM, (ii) the ability for Premium LAC to convert a Case into a PSS Case at any time, (iii) priority Case management, and (iv) additional enhanced support and services.

5.1 Technical Account Manager. Esri will assign a TAM to Customer to work directly with Premium LAC to oversee open Cases.

- a. TAM will (i) become familiar with Customer's geographic information system (GIS) software architecture and infrastructure; (ii) verify that all open PSS Cases are prioritized above Cases opened under Maintenance; (iii) work closely with Premium LAC and Esri senior support analyst toward the resolution of all open PSS Cases; (iv) provide Premium LAC with a daily status update on all PSS Cases or as agreed to

by TAM and Customer; and (v) make reasonable efforts to be available from 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except on Esri holidays.

- b. Esri may replace TAM with another TAM of similar skill and background, by written notice to Customer.
- c. All communications will be conducted in the English language unless by written agreement of both parties.

5.2 Priority Case Management. Priority Case management will include the following protocol:

- a. Cases reported by Premium LAC and converted to a PSS Case will be given priority handling after the initial Case is created and documented (excluding chat Cases); and
- b. The Customer advocacy group within Esri support services, created to improve Esri's ability to understand and respond to technical issues, will give priority to Qualifying Product defects affecting Customer.

5.3 PSS Response Time. In addition to the response times outlined in Article 4.6, Esri will make commercially reasonable efforts to call or send an email response within one (1) business hour of receipt of a new PSS Case, regardless of its severity level. Esri will provide a status report every business day until closure of the PSS Case.

ARTICLE 6—CONFIDENTIALITY

All data, conversations, and Cases are confidential in nature. Esri will treat all Cases (including PSS Cases) as confidential, using the same degree of care, but no less than reasonable care, as Esri uses to protect its own confidential information. Within ninety (90) days of closing a Case, Esri will delete or destroy all information provided within a Case, unless otherwise requested by Licensee, in writing, to delete specific datasets more than ninety (90) days closing a Case. This obligation to delete or destroy excludes information retained in backup media or other archival records maintained in the ordinary course of business that are not readily accessible by Esri personnel, or information retained for future review by Esri's development team.

ARTICLE 7—CONTACTING ESRI

Esri Support Services

Web: <http://support.esri.com/>

Tel.: 909-793-3774

Toll-Free Phone: 888-377-4575, extension 2

Support Web Form: <http://support.esri.com/en/webform>

Email: support@esri.com

Chat: <http://support.esri.com/en/webform-chat>

Esri Corporate Offices

Tel.: 909-793-2853

Fax: 909-793-5953

Email: info@esri.com

Esri Customer Service

Tel.: 888-377-4575, extension 5

Email: service@esri.com

Web: <http://service.esri.com>

Operating Hours: 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except Esri holidays

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B1300270
 between
THE STATE OF MICHIGAN
 and

| NAME & ADDRESS OF CONTRACTOR | PRIMARY CONTACT | EMAIL |
|--|--------------------|--|
| Environmental Systems Research Institute Inc 380 New York Street Redlands CA, 92373-8100 | Mark Dann | mdann@esri.com |
| | PHONE | CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY) |
| | 614-933-8698 x5501 | *****5732 |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|------------------------|--------|----------------|--------------|-----------------------|
| PROGRAM MANAGER / CCI | DTMB | Mark Holmes | 517-241-6469 | Holmesm3@michigan.gov |
| CONTRACT ADMINISTRATOR | DTMB | Jarrold Barron | 517-284-7045 | Barronj1@michigan.gov |

| CONTRACT SUMMARY | | | |
|---|-------------------------|---------------------------|---|
| DESCRIPTION: Gis Products | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
| January 1, 2011 | December 31, 2015 | 5 - 1 Year | December 31, 2015 |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | |
| 45 days | | n/a | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING |
| <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other | | | <input checked="" type="checkbox"/> Yes No |
| MINIMUM DELIVERY REQUIREMENTS | | | |
| n/a | | | |

| DESCRIPTION OF CHANGE NOTICE | | | | |
|-------------------------------------|------------------|--------------------------|------------------------------------|-------------------|
| EXERCISE OPTION? | LENGTH OF OPTION | EXERCISE EXTENSION? | LENGTH OF EXTENSION | REVISED EXP. DATE |
| <input checked="" type="checkbox"/> | 1 year | <input type="checkbox"/> | | December 31, 2016 |
| CURRENT VALUE | | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | |
| \$3,500,000.00 | | \$ 0 | \$3,500,000.00 | |

DESCRIPTION: Effective November 10, 2015, the State exercises its first one-year option. The Contract Administrator has been changed to Jarrod Barron. Clerical correction: Section 2.001 of the original contract contained the incorrect contract terms dates. The correct base year dates should have read "January 1, 2011 – December 31, 2015". All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement agreement.



Amendment No. 1
Master Purchase Agreement
No. 2011MPA7115
State Contract No. 071B1300270

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

This Amendment No. 1 shall serve to further amend the Master Purchase Agreement No. 2011MPA7115 entered into January 1, 2011 ("MPA") between Environmental Systems Research Institute, Inc., ("Esri") and State of Michigan ("State").

NOW THEREFORE, it is agreed by the parties to amend the MPA as follows:

1. Pursuant to Section 2.002 Options to Renew, the Contract Period stated in Section 2.001 Contract term, shall be extended an additional 1 year term through December 31, 2016.

2. Exhibit A-General License terms and Conditions are hereby updated as follows:

A. Article 1- Definitions are hereby amended as follows:

(b) Definitions to be added:

- i. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Software or Online Services.
- ii. "Online Services" means any Internet-based geospatial system, including applications and associated APIs, but excluding Data or Content, hosted by Esri or its licensors, for storing, managing, publishing, and using maps, data and other information.
- iii. "Service Credit(s)" means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document. Each Service Credit entitles Licensee to consume a set amount of Online Services, the amount varying depending on the Online Services being consumed. As Online Services are consumed, Service Credits are automatically debited from Licensee's account, up to the maximum number of Service Credits available.
- iv. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.
- v. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

B. Section 3.4, Consultant Access, is hereby modified to include Online Services when Software is also listed.

C. Section 4.1, Permitted Uses, is hereby modified to include the following:

- (e) Licensee may install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period, not to exceed six (6) months, provided that the deployment of either version does not exceed Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity.
- (f) *Font Components.* All fonts provided with Software, Data, Documentation or Online Services may be used with the authorized use of any Software, Data, Documentation, or Online Services. Esri fonts may also be separately used to print any output created by Software, Data, Documentation or Online Services. Additional use restrictions for third-party fonts included with the Software, Data, Documentation or Online Services are set forth in the font file itself.
- (g) Licensee may allow a third-party to host Software for the sole benefit of Licensee and for no other reason not permitted under this Agreement.

F. Article 5, Term and Termination, is hereby modified to include the following statement at the end of the paragraph;

- “Licensee will clear any client-site data cache derived from Online Services.”

3. Exhibit B- State of Michigan Esri MPA Price List is hereby deleted and replaced with the Exhibit B attached hereto.
4. ATTACHMENT B of the E600M dated April 13, 2015 document updates Time and Material rates for Professional Services and supersedes all previous versions of the Time and Materials Rate Schedule contained herein.
5. Add to this Agreement terms and conditions to govern new Professional Services offerings, by attaching hereto “IMPLEMENTATION ADDENDUM FOR SERVICES PACKAGES” (G363DM) dated 8/22/2014.

Except as herein amended, the provisions of the MPA between the parties hereto are expressly reaffirmed and remain in full force and effect.

State of Michigan

MPA Price List

E417SHM—4Q2015

| Section | Description | Price |
|----------|---|------------|
| 1 | ArcGIS for Desktop Software | |
| 1 | ArcGIS for Desktop Concurrent Use Licenses | |
| | ArcGIS for Desktop Advanced Concurrent Use License | \$8,910.00 |
| | ArcGIS for Desktop Standard Concurrent Use License | \$6,300.00 |
| | ArcGIS for Desktop Basic Concurrent Use License | \$3,150.00 |
| 1 | ArcGIS for Desktop Concurrent Use Licenses Maintenance | |
| | Primary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License | \$3,000.00 |
| | Secondary Maintenance for ArcGIS for Desktop Advanced Concurrent Use License | \$1,200.00 |
| | Primary Maintenance for ArcGIS for Desktop Standard Concurrent Use License | \$1,500.00 |
| | Secondary Maintenance for ArcGIS for Desktop Standard Concurrent Use License | \$1,200.00 |
| | Primary Maintenance for ArcGIS for Desktop Basic Concurrent Use License | \$700.00 |
| | Secondary Maintenance for ArcGIS for Desktop Basic Concurrent Use License | \$500.00 |
| 1 | ArcGIS for Desktop Extensions Concurrent Use Licenses | |
| | ArcGIS Spatial Analyst for Desktop Concurrent Use License | \$2,250.00 |
| | ArcGIS 3D Analyst for Desktop Concurrent Use License | \$2,250.00 |
| | ArcGIS Geostatistical Analyst for Desktop Concurrent Use License | \$2,250.00 |
| | ArcGIS Publisher for Desktop Concurrent Use License | \$2,250.00 |
| | ArcGIS Tracking Analyst for Desktop Concurrent Use License | \$2,250.00 |
| | ArcGIS Data Interoperability for Desktop Concurrent Use License | \$2,250.00 |
| | ArcGIS Network Analyst for Desktop Concurrent Use License | \$2,250.00 |
| | ArcGIS Schematics for Desktop Concurrent Use License | \$2,250.00 |
| | ArcGIS Workflow Manager for Desktop Concurrent Use License | \$2,250.00 |
| | ArcGIS Data Reviewer for Desktop Concurrent Use License | \$2,250.00 |
| 1 | ArcGIS for Desktop Extensions Concurrent Use Licenses Maintenance | |
| | Primary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Concurrent Use License | \$200.00 |

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| | Primary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS 3D Analyst for Desktop Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Publisher for Desktop Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Data Interoperability for Desktop Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Network Analyst for Desktop Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Schematics for Desktop Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Workflow Manager for Desktop Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Data Reviewer for Desktop Concurrent Use License | \$200.00 |
| 1 | ArcGIS for Desktop Single Use Licenses | |
| | ArcGIS for Desktop Advanced Single Use License | \$8,910.00 |
| | ArcGIS for Desktop Standard Single Use License | \$6,300.00 |
| | ArcGIS for Desktop Basic Single Use Unkeyed License | \$1,350.00 |
| | ArcGIS for Desktop Basic Single Use Keyed License | \$1,350.00 |
| 1 | ArcGIS for Desktop Single Use Licenses Maintenance | |
| | Primary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only) | \$3,000.00 |
| | Secondary Maintenance for ArcGIS for Desktop Advanced Single Use License (core only) | \$1,200.00 |
| | Primary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions) | \$1,500.00 |
| | Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (without extensions) | \$1,200.00 |
| | Primary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions) | \$2,100.00 |
| | Secondary Maintenance for ArcGIS for Desktop Standard Single Use License (with extensions) | \$1,800.00 |

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| | Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core only) | \$400.00 |
| | Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core only) | \$300.00 |
| | Primary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions) | \$1,000.00 |
| | Secondary Maintenance for ArcGIS for Desktop Basic Single Use License (core plus extensions) | \$900.00 |
| 1 | ArcGIS for Desktop Advanced Extensions Single Use Licenses | |
| | ArcGIS 3D Analyst for Desktop Advanced Single Use License | \$2,250.00 |
| | ArcGIS Spatial Analyst for Desktop Advanced Single Use License | \$2,250.00 |
| | ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License | \$2,250.00 |
| | ArcGIS Data Interoperability for Desktop Advanced Single Use License | \$2,250.00 |
| | ArcGIS Network Analyst for Desktop Advanced Single Use License | \$2,250.00 |
| | ArcGIS Schematics for Desktop Advanced Single Use License | \$2,250.00 |
| | ArcGIS Publisher for Desktop Advanced Single Use License | \$2,250.00 |
| | ArcGIS Workflow Manager for Desktop Advanced Single Use License | \$2,250.00 |
| | ArcGIS Tracking Analyst for Desktop Advanced Single Use License | \$2,250.00 |
| | ArcGIS Data Reviewer for Desktop Advanced Single Use License | \$2,250.00 |
| 1 | ArcGIS for Desktop Extensions Single Use Licenses | |
| | ArcGIS Spatial Analyst for Desktop Single Use License | \$2,250.00 |
| | ArcGIS 3D Analyst for Desktop Single Use License | \$2,250.00 |
| | ArcGIS Geostatistical Analyst for Desktop Single Use License | \$2,250.00 |
| | ArcGIS Publisher for Desktop Single Use License | \$2,250.00 |
| | ArcGIS Tracking Analyst for Desktop Single Use License | \$2,250.00 |
| | ArcGIS Data Interoperability for Desktop Single Use License | \$2,250.00 |
| | ArcGIS Network Analyst for Desktop Single Use License | \$2,250.00 |
| | ArcGIS Schematics for Desktop Single Use License | \$2,250.00 |
| | ArcGIS Workflow Manager for Desktop Single Use License | \$2,250.00 |
| | ArcGIS Data Reviewer for Desktop Single Use License | \$2,250.00 |
| 1 | ArcGIS for Desktop Advanced Extensions Single Use Licenses Maintenance | |
| | Primary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License | \$500.00 |

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| | Secondary Maintenance for ArcGIS Geostatistical Analyst for Desktop Advanced Single Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Network Analyst for Desktop Advanced Single Use License | \$200.00 |
| | Primary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS 3D Analyst for Desktop Advanced Single Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Tracking Analyst for Desktop Advanced Single Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Publisher for Desktop Advanced Single Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Schematics for Desktop Advanced Single Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Data Interoperability for Desktop Advanced Single Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Data Reviewer for Desktop Advanced Single Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Workflow Manager for Desktop Advanced Single Use License | \$200.00 |
| 1 | ArcGIS Upgrades | |
| | ArcGIS for Desktop Basic Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License | \$1,800.00 |
| 1 | Upgrade from One ArcGIS Product to Another | |
| | ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License | \$4,950.00 |
| | ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License | \$4,950.00 |
| | ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License | \$7,560.00 |
| | ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Single Use License | \$7,560.00 |
| | ArcGIS for Desktop Standard Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License | \$3,150.00 |
| | ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License | \$5,760.00 |
| | ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Basic Concurrent Use License | \$5,760.00 |
| | ArcGIS for Desktop Advanced Concurrent Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License | \$2,610.00 |

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| | ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard Single Use or Concurrent Use License | \$2,610.00 |
| 1 | Esri Roads and Highways | |
| | Esri Roads and Highways for Desktop Concurrent Use License | \$9,000.00 |
| | Esri Roads and Highways for Desktop Single Use License | \$9,000.00 |
| | Annual Maintenance for Esri Roads and Highways for Desktop Concurrent Use License | \$2,500.00 |
| 2 | Esri Mapping and Charting | |
| | Esri Production Mapping Concurrent Use License | \$9,000.00 |
| | Esri Production Mapping Single Use License | \$9,000.00 |
| | Annual Maintenance for Esri Production Mapping Concurrent Use License | \$2,500.00 |
| | Annual Maintenance for Esri Production Mapping Single Use License | \$2,500.00 |
| | Esri Defense Mapping Concurrent Use License | \$9,000.00 |
| | Esri Defense Mapping Single Use License | \$9,000.00 |
| | Annual Maintenance for Esri Defense Mapping Concurrent Use License | \$2,500.00 |
| | Annual Maintenance for Esri Defense Mapping Single Use License | \$2,500.00 |
| | ArcGIS for Aviation: Airports Concurrent Use License | \$4,500.00 |
| | ArcGIS for Aviation: Airports Single Use License | \$4,500.00 |
| | Annual Maintenance for ArcGIS for Aviation: Airports Concurrent Use License | \$1,250.00 |
| | Annual Maintenance for ArcGIS for Aviation: Airports Single Use License | \$1,250.00 |
| | ArcGIS for Aviation: Charting Concurrent Use License | \$9,000.00 |
| | ArcGIS for Aviation: Charting Single Use License | \$9,000.00 |
| | Annual Maintenance for ArcGIS for Aviation: Charting Concurrent Use License | \$2,500.00 |
| | Annual Maintenance for ArcGIS for Aviation: Charting Single Use License | \$2,500.00 |
| | ArcGIS for Maritime: Charting Concurrent Use License | \$9,000.00 |
| | ArcGIS for Maritime: Charting Single Use License | \$9,000.00 |
| | Annual Maintenance for ArcGIS for Maritime: Charting Concurrent Use License | \$2,500.00 |
| | Annual Maintenance for ArcGIS for Maritime: Charting Single Use License | \$2,500.00 |
| | ArcGIS for Maritime: Bathymetry Concurrent Use License | \$4,500.00 |
| | ArcGIS for Maritime: Bathymetry Single Use License | \$4,500.00 |
| | Annual Maintenance for ArcGIS for Maritime: Bathymetry Concurrent Use License | \$1,250.00 |

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| | Annual Maintenance for ArcGIS for Maritime: Bathymetry Single Use License | \$1,250.00 |
| 2 | Esri Mapping and Charting Solutions Bundles | |
| | ArcGIS for Aviation: Airports Bundle Single Use License | \$9,450.00 |
| | ArcGIS for Aviation: Airports Bundle Concurrent Use License | \$9,450.00 |
| | Annual Maintenance for ArcGIS for Aviation: Airports Bundle Single Use License | \$2,750.00 |
| | Annual Maintenance for ArcGIS for Aviation: Airports Bundle Concurrent Use License | \$2,750.00 |
| | ArcGIS for Aviation: Charting Bundle Single Use License | \$18,450.00 |
| | ArcGIS for Aviation: Charting Bundle Concurrent Use License | \$18,450.00 |
| | Annual Maintenance for ArcGIS for Aviation: Charting Bundle Single Use License | \$6,500.00 |
| | Annual Maintenance for ArcGIS for Aviation: Charting Bundle Concurrent Use License | \$6,500.00 |
| | ArcGIS for Maritime: Charting Bundle Single Use License | \$16,830.00 |
| | ArcGIS for Maritime: Charting Bundle Concurrent Use License | \$16,830.00 |
| | Annual Maintenance for ArcGIS for Maritime: Charting Bundle Single Use License | \$6,000.00 |
| | Annual Maintenance for ArcGIS for Maritime: Charting Bundle Concurrent Use License | \$6,000.00 |
| | ArcGIS for Maritime: Bathymetry Bundle Single Use License | \$11,250.00 |
| | ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License | \$11,250.00 |
| | Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Single Use License | \$3,350.00 |
| | Annual Maintenance for ArcGIS for Maritime: Bathymetry Bundle Concurrent Use License | \$3,250.00 |
| 3 | Esri CityEngine | |
| | Esri CityEngine Advanced Concurrent Use License | \$3,600.00 |
| | Esri CityEngine Advanced Single Use License | \$3,600.00 |
| | Esri CityEngine Basic Single Use License | \$450.00 |
| | Primary Maintenance for Esri CityEngine Advanced Concurrent Use License | \$800.00 |
| | Secondary Maintenance for Esri CityEngine Advanced Concurrent Use License | \$675.00 |
| | Primary Maintenance for Esri CityEngine Advanced Single Use License | \$800.00 |
| | Secondary Maintenance for Esri CityEngine Advanced Single Use License | \$675.00 |
| | Primary Maintenance for Esri CityEngine Basic Single Use License | \$100.00 |
| | Secondary Maintenance for Esri CityEngine Basic Single Use License | \$85.00 |
| 3 | Esri CityEngine Product Upgrades | |
| | Esri CityEngine Advanced Concurrent Use or Single Use License Upgrade from Basic Single Use License | \$3,150.00 |

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| 4 | Esri Developer Technology | |
| 4 | ArcGIS Engine Licenses | |
| | ArcGIS Engine Single Use License | \$450.00 |
| | ArcGIS Engine Concurrent Use License | \$1,125.00 |
| | ArcGIS Engine Concurrent Use License Upgrade from ArcGIS Engine Single Use License | \$732.00 |
| | Annual Maintenance for ArcGIS Engine Single Use License (without extensions) | \$100.00 |
| | Annual Maintenance for ArcGIS Engine Single Use License (with one or more extensions) | \$400.00 |
| | Primary Maintenance for ArcGIS Engine Concurrent Use License | \$250.00 |
| | Secondary Maintenance for ArcGIS Engine Concurrent Use License | \$185.00 |
| 4 | ArcGIS Engine Extensions Single Use Licenses | |
| | ArcGIS 3D Analyst for Engine Single Use License | \$900.00 |
| | ArcGIS Spatial Analyst for Engine Single Use License | \$900.00 |
| | ArcGIS Geodatabase Update for Engine Single Use License | \$900.00 |
| | ArcGIS Network Analyst for Engine Single Use License | \$900.00 |
| | ArcGIS Schematics for Engine Single Use License | \$900.00 |
| | ArcGIS Tracking Analyst for Engine Single Use License | \$900.00 |
| | ArcGIS Data Interoperability for Engine Single Use License | \$900.00 |
| 4 | ArcGIS Engine Extensions Concurrent Use Licenses | |
| | ArcGIS 3D Analyst for Engine Concurrent Use License | \$900.00 |
| | ArcGIS Spatial Analyst for Engine Concurrent Use License | \$900.00 |
| | ArcGIS Geodatabase Update for Engine Concurrent Use License | \$900.00 |
| | ArcGIS Network Analyst for Engine Concurrent Use License | \$900.00 |
| | ArcGIS Schematics for Engine Concurrent Use License | \$900.00 |
| | ArcGIS Tracking Analyst for Engine Concurrent Use License | \$900.00 |
| | ArcGIS Data Interoperability for Engine Concurrent Use License | \$900.00 |
| 4 | ArcGIS Engine Extensions Maintenance | |
| | Primary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS 3D Analyst for Engine Concurrent Use License | \$150.00 |
| | Primary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS Spatial Analyst for Engine Concurrent Use License | \$150.00 |

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| | Primary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS Engine Geodatabase Update Concurrent Use License | \$150.00 |
| | Primary Maintenance for ArcGIS Schematics for Engine Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS Schematics for Engine Concurrent Use License | \$150.00 |
| | Primary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS Network Analyst for Engine Concurrent Use License | \$150.00 |
| | Primary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS Tracking Analyst for Engine Concurrent Use License | \$150.00 |
| | Primary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS Data Interoperability for Engine Concurrent Use License | \$150.00 |
| 4 | ArcGIS Runtime | |
| | ArcGIS Runtime Standard 25-Pack Single Use Deployment License (per 25 pack) | \$4,884.00 |
| | Annual Maintenance for ArcGIS Runtime Standard 25-Pack Single Use Deployment License | \$1,000.00 |
| 4 | ArcGIS Extensions for ArcGIS Runtime | |
| | ArcGIS 3D Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack) | \$9,770.00 |
| | ArcGIS Network Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack) | \$9,770.00 |
| | ArcGIS Spatial Analyst for Runtime Standard 25-Pack Single Use Deployment License (per 25 pack) | \$9,770.00 |
| | Annual Maintenance for ArcGIS 3D Analyst for Runtime Standard 25-Pack Single Use Deployment License | \$2,000.00 |
| | Annual Maintenance for ArcGIS Network Analyst for Runtime Standard 25-Pack Single Use Deployment License | \$2,000.00 |
| | Annual Maintenance for ArcGIS Spatial Analyst for Runtime Standard 25-Pack Single Use Deployment License | \$2,000.00 |
| 4 | Esri Developer Network (EDN) | |
| 4 | EDN Standard Annual Subscriptions | |
| | EDN Standard Single Use Term License | \$1,466.00 |
| | EDN Standard with ArcGIS for Desktop Basic Single Use Term License | \$1,953.00 |
| | EDN Standard with ArcGIS for Desktop Standard Single Use Term License | \$2,931.00 |
| | EDN Standard with ArcGIS for Desktop Advanced Single Use Term License | \$3,908.00 |
| 4 | For Current EDN Subscribers | |
| | EDN Standard Optional Add-on Software ArcGIS for Desktop Basic Single Use Term License | \$489.00 |
| | EDN Standard Optional Add-on Software ArcGIS for Desktop Standard Single Use Term License | \$1,466.00 |
| | EDN Standard Optional Add-on Software ArcGIS for Desktop Advanced Single Use Term License | \$2,442.00 |

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| 4 | EDN Software Upgrades | |
| | EDN Standard with ArcGIS for Desktop Standard Single Use License Upgrade from ArcGIS for Desktop Basic License | \$977.00 |
| | EDN Standard with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Basic Single Use License | \$1,953.00 |
| | EDN Standard with ArcGIS for Desktop Advanced Single Use License Upgrade from ArcGIS for Desktop Standard License | \$977.00 |
| 4 | EDN Other | |
| | Technical Support (10 calls) for EDN | \$2,000.00 |
| | Instructor-Led Training (5 days) for EDN | \$2,420.00 |
| 5 | ArcGIS for Server Enterprise | |
| 5 | ArcGIS for Server Enterprise Advanced | |
| | ArcGIS for Server Enterprise Advanced (up to four cores) | \$36,000.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores) | \$10,000.00 |
| | ArcGIS for Server Enterprise Advanced (additional cores) | \$9,000.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores) | \$2,500.00 |
| 5 | ArcGIS for Server Enterprise Standard | |
| | ArcGIS for Server Enterprise Standard (up to four cores) | \$18,000.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores) | \$5,000.00 |
| | ArcGIS for Server Enterprise Standard (additional cores) | \$4,500.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores) | \$1,250.00 |
| 5 | ArcGIS for Server Enterprise Basic | |
| | ArcGIS for Server Enterprise Basic (up to four cores) | \$9,000.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores) | \$3,000.00 |
| | ArcGIS for Server Enterprise Basic (additional cores) | \$2,250.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores) | \$750.00 |
| 5 | ArcGIS for Server Workgroup Advanced | |
| | ArcGIS for Server Workgroup Advanced (up to two cores) | \$9,000.00 |
| | Annual Maintenance for ArcGIS for Server Workgroup Advanced (up to two cores) | \$2,500.00 |
| | ArcGIS for Server Workgroup Advanced (additional cores—maximum four cores per server) | \$4,500.00 |
| | Annual Maintenance for ArcGIS for Server Workgroup Advanced (additional cores—maximum four cores per server) | \$1,250.00 |
| 5 | ArcGIS for Server Workgroup Standard | |

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| | ArcGIS for Server Workgroup Standard (up to two cores) | \$4,500.00 |
| | Annual Maintenance for ArcGIS for Server Workgroup Standard (up to two cores) | \$1,250.00 |
| | ArcGIS for Server Workgroup Standard (additional cores—maximum four cores per server) | \$2,250.00 |
| | Annual Maintenance for ArcGIS for Server Workgroup Standard (additional cores—maximum four cores per server) | \$625.00 |
| 5 | ArcGIS for Server Workgroup Basic | |
| | ArcGIS for Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores) | \$4,500.00 |
| | Annual Maintenance for ArcGIS for Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores) | \$1,250.00 |
| 5 | ArcGIS for Server Extensions Enterprise Advanced | |
| | ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) | \$9,000.00 |
| | ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) | \$2,250.00 |
| | ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) | \$9,000.00 |
| | ArcGIS Image Extension for Server Enterprise Advanced (additional cores) | \$2,250.00 |
| | ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) | \$9,000.00 |
| | ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) | \$2,250.00 |
| | ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) | \$9,000.00 |
| | ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) | \$2,250.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) | \$9,000.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores) | \$2,250.00 |
| | Esri Defense Mapping for Server Enterprise Advanced (up to four cores) | \$9,000.00 |
| | Esri Defense Mapping for Server Enterprise Advanced (additional cores) | \$2,250.00 |
| | Esri Production Mapping for Server Enterprise Advanced (up to four cores) | \$9,000.00 |
| | Esri Production Mapping for Server Enterprise Advanced (additional cores) | \$2,250.00 |
| | ArcGIS for Maritime: Server Enterprise Advanced (up to four cores) | \$9,000.00 |
| | ArcGIS for Maritime: Server Enterprise Advanced (additional cores) | \$2,250.00 |
| | Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) | \$2,500.00 |

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| | Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) | \$625.00 |
| | Annual Maintenance for Data Reviewer for Server Enterprise Advanced (up to four cores) | \$2,500.00 |
| | Annual Maintenance for Data Reviewer for Server Enterprise Advanced (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores) | \$625.00 |
| | Annual Maintenance for Esri Defense Mapping for Server Enterprise Advanced (up to four cores) | \$2,500.00 |
| | Annual Maintenance for Esri Defense Mapping for Server Enterprise Advanced (additional cores) | \$625.00 |
| | Annual Maintenance for Esri Production Mapping for Server Enterprise Advanced (up to four cores) | \$2,500.00 |
| | Annual Maintenance for Esri Production Mapping for Server Enterprise Advanced (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS for Maritime: Server Enterprise Advanced (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS for Maritime: Server Enterprise Advanced (additional cores) | \$625.00 |
| 5 | ArcGIS for Server Extensions Enterprise Standard | |
| | ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) | \$2,250.00 |
| | ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) | \$2,250.00 |
| | ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS Network Analyst for Server Enterprise Standard (additional cores) | \$2,250.00 |
| | ArcGIS Image Extension for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS Image Extension for Server Enterprise Standard (additional cores) | \$2,250.00 |
| | ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) | \$2,250.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores) | \$2,250.00 |
| | Esri Production Mapping for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | Esri Production Mapping for Server Enterprise Standard (additional cores) | \$2,250.00 |
| | ArcGIS for Maritime: Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS for Maritime: Server Enterprise Standard (additional cores) | \$2,250.00 |
| | Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) | \$625.00 |

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| | Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores) | \$625.00 |
| | Annual Maintenance for Esri Production Mapping for Server Enterprise Standard (up to four cores) | \$2,500.00 |
| | Annual Maintenance for Esri Production Mapping for Server Enterprise Standard (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS for Maritime: Server Enterprise Standard (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS for Maritime: Server Enterprise Standard (additional cores) | \$625.00 |
| 5 | ArcGIS for Server Extensions Workgroup Advanced | |
| | ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License | \$4,500.00 |
| | ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License | \$4,500.00 |
| | ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License | \$4,500.00 |
| | ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License | \$4,500.00 |
| | ArcGIS GeoEvent Extension for Server Workgroup Advanced (maximum four cores) License | \$4,500.00 |
| | Esri Defense Mapping for Server Workgroup Advanced (maximum four cores) License | \$4,500.00 |
| | Esri Production Mapping for Server Workgroup Advanced (maximum four cores) License | \$4,500.00 |
| | ArcGIS for Maritime: Server Workgroup Advanced (maximum four cores) License | \$4,500.00 |
| | Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Advanced (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Advanced (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for ArcGIS Image Extension for Server Workgroup Advanced (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Advanced (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Workgroup Advanced (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for Esri Defense Mapping for Server Workgroup Advanced (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for Esri Production Mapping for Server Workgroup Advanced (maximum four cores) License | \$1,250.00 |

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| | Annual Maintenance for ArcGIS for Maritime: Server Workgroup Advanced (maximum four cores) License | \$1,250.00 |
| 5 | ArcGIS for Server Workgroup Extensions Standard | |
| | ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License | \$4,500.00 |
| | ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License | \$4,500.00 |
| | ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License | \$4,500.00 |
| | ArcGIS Image Extension for Server Workgroup Standard (maximum four cores) License | \$4,500.00 |
| | ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License | \$4,500.00 |
| | ArcGIS GeoEvent Extension for Server Workgroup Standard (maximum four cores) License | \$4,500.00 |
| | Esri Production Mapping for Server Workgroup Standard (maximum four cores) License | \$4,500.00 |
| | ArcGIS for Maritime: Server Workgroup Standard (maximum four cores) License | \$4,500.00 |
| | Annual Maintenance for ArcGIS Data Interoperability for Server Workgroup Standard (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for ArcGIS Workflow Manager for Server Workgroup Standard (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for ArcGIS Network Analyst for Server Workgroup Standard (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for Image Extension for Server Workgroup Standard (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for ArcGIS Data Reviewer for Server Workgroup Standard (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Workgroup Standard (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for Esri Production Mapping for Server Workgroup Standard (maximum four cores) License | \$1,250.00 |
| | Annual Maintenance for ArcGIS for Maritime: Server Workgroup Standard (maximum four cores) License | \$1,250.00 |
| 5 | ArcGIS for Server Upgrades | |
| 5 | ArcGIS for Server Upgrades—Enterprise to Enterprise | |
| | ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) | \$27,000.00 |
| | ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) | \$18,000.00 |
| | ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores) | \$2,250.00 |
| | ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) | \$6,750.00 |
| | ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) | \$4,500.00 |
| 5 | ArcGIS for Server Upgrades—Workgroup to Workgroup | |
| | ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Workgroup Standard (up to four cores) | \$4,500.00 |
| | ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Workgroup Advanced (up to four cores) | \$13,500.00 |
| | ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (up to two cores) | \$4,500.00 |

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| | ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Workgroup Advanced (additional cores) | \$2,250.00 |
| 5 | ArcGIS for Server Upgrades—Workgroup to Enterprise | |
| | ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Basic (up to four cores) | \$4,500.00 |
| | ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores) | \$13,500.00 |
| | ArcGIS for Server Workgroup Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) | \$31,500.00 |
| | ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS for Server Workgroup Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) | \$27,000.00 |
| | ArcGIS for Server Workgroup Advanced Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) | \$18,000.00 |
| | ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores) | \$13,500.00 |
| | ArcGIS for Server Workgroup Standard (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) | \$31,500.00 |
| | ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS for Server Workgroup Advanced (up to two cores) Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) | \$27,000.00 |
| 5 | ArcGIS for Server Enterprise Staging Server | |
| 5 | ArcGIS for Server Enterprise Advanced Staging Server | |
| | ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server | \$19,538.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server | \$5,000.00 |
| | ArcGIS for Server Enterprise Advanced (additional cores) Staging Server | \$4,884.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Advanced (additional cores) Staging Server | \$1,250.00 |
| 5 | ArcGIS for Server Enterprise Standard Staging Server | |
| | ArcGIS for Server Enterprise Standard (up to four cores) Staging Server | \$9,770.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Standard (up to four cores) Staging Server | \$2,500.00 |
| | ArcGIS for Server Enterprise Standard (additional cores) Staging Server | \$2,442.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Standard (additional cores) Staging Server | \$625.00 |
| 5 | ArcGIS for Server Enterprise Basic Staging Server | |
| | ArcGIS for Server Enterprise Basic (up to four cores) Staging Server | \$4,884.00 |
| | Annual Maintenance for ArcGIS for Server Enterprise Basic (up to four cores) Staging Server | \$1,500.00 |
| | ArcGIS for Server Enterprise Basic (additional cores) Staging Server | \$1,221.00 |

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| | Annual Maintenance for ArcGIS for Server Enterprise Basic (additional cores) Staging Server | \$375.00 |
| 5 | ArcGIS for Server Enterprise Extensions Staging Server | |
| 5 | ArcGIS for Server Enterprise Advanced Extensions Staging Server | |
| | ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS Image Extension for Server Enterprise Advanced (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores) Staging Server | \$1,221.00 |
| | Esri Production Mapping for Server Enterprise Advanced (up to four cores) Staging Server | \$4,884.00 |
| | Esri Production Mapping for Server Enterprise Advanced (additional cores) Staging Server | \$1,221.00 |
| | Esri Defense Mapping for Server Enterprise Advanced (up to four cores) Staging Server | \$4,884.00 |
| | Esri Defense Mapping for Server Enterprise Advanced (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS for Maritime: Server Enterprise Advanced (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS for Maritime: Server Enterprise Advanced (additional cores) Staging Server | \$1,221.00 |
| | Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Advanced (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS Image Extension for Server Enterprise Advanced (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Advanced (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Advanced (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) Staging Server | \$1,250.00 |

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| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Advanced (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for Esri Production Mapping for Server Enterprise Advanced (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for Esri Production Mapping for Server Enterprise Advanced (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for Esri Defense Mapping for Server Enterprise Advanced (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for Esri Defense Mapping for Server Enterprise Advanced (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS for Maritime: Server Enterprise Advanced (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS for Maritime: Server Enterprise Advanced (additional cores) Staging Server | \$313.00 |
| 5 | ArcGIS for Server Enterprise Standard Extensions Staging Server | |
| | ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores) Staging Server | \$1,221.00 |
| | Esri Production Mapping for Server Enterprise Standard (up to four cores) Staging Server | \$4,884.00 |
| | Esri Production Mapping for Server Enterprise Standard (additional cores) Staging Server | \$1,221.00 |
| | ArcGIS for Maritime: Server Enterprise Standard (up to four cores) Staging Server | \$4,884.00 |
| | ArcGIS for Maritime: Server Enterprise Standard (additional cores) Staging Server | \$1,221.00 |
| | Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS Data Interoperability for Server Enterprise Standard (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS Workflow Manager for Server Enterprise Standard (additional cores) Staging Server | \$313.00 |

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| | Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS Network Analyst for Server Enterprise Standard (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS Image Extension for Server Enterprise Standard (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS for Maritime: Server Enterprise Standard (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS for Maritime: Server Enterprise Standard (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS Data Reviewer for Server Enterprise Standard (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for ArcGIS GeoEvent Extension for Server Enterprise Standard (additional cores) Staging Server | \$313.00 |
| | Annual Maintenance for Esri Production Mapping for Server Enterprise Standard (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for Esri Production Mapping for Server Enterprise Standard (additional cores) Staging Server | \$313.00 |
| 5 | ArcGIS for Server Staging Server Upgrades | |
| | ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (up to four cores) Staging Server | \$4,500.00 |
| | ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server | \$13,500.00 |
| | ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (up to four cores) Staging Server | \$9,000.00 |
| | ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Standard (additional cores) Staging Server | \$1,125.00 |
| | ArcGIS for Server Enterprise Basic Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server | \$3,375.00 |
| | ArcGIS for Server Enterprise Standard Upgrade to ArcGIS for Server Enterprise Advanced (additional cores) Staging Server | \$2,250.00 |
| 5 | Esri Roads and Highways for Server | |
| 5 | Esri Roads and Highways for Server Enterprise | |
| | Esri Roads and Highways for Server Enterprise Advanced (up to four cores) | \$9,000.00 |
| | Esri Roads and Highways for Server Enterprise Advanced (additional cores) | \$2,250.00 |
| | Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores) | \$2,500.00 |
| | Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores) | \$625.00 |
| | Esri Roads and Highways for Server Enterprise Standard (up to four cores) | \$9,000.00 |
| | Esri Roads and Highways for Server Enterprise Standard (additional cores) | \$2,250.00 |

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| | Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores) | \$2,500.00 |
| | Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores) | \$625.00 |
| | Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License | \$4,500.00 |
| | Annual Maintenance for Esri Roads and Highways for Server Workgroup Advanced (maximum four cores) License | \$1,250.00 |
| | Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License | \$4,500.00 |
| | Annual Maintenance for Esri Roads and Highways for Server Workgroup Standard (maximum four cores) License | \$1,250.00 |
| 5 | Esri Roads and Highways—Staging Server | |
| | Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server | \$4,884.00 |
| | Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server | \$1,221.00 |
| | Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for Esri Roads and Highways for Server Enterprise Advanced (additional cores) Staging Server | \$313.00 |
| | Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server | \$4,884.00 |
| | Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server | \$1,221.00 |
| | Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (up to four cores) Staging Server | \$1,250.00 |
| | Annual Maintenance for Esri Roads and Highways for Server Enterprise Standard (additional cores) Staging Server | \$313.00 |
| 5 | Esri Roads and Highways—Term Licensing | |
| | Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 30-Day Term License | \$1,080.00 |
| | Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 90-Day Term License | \$2,700.00 |
| | Esri Roads and Highways for Server Enterprise Advanced (up to four cores) 365-Day Term License | \$5,400.00 |
| | Esri Roads and Highways for Server Enterprise Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | Esri Roads and Highways for Server Enterprise Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | Esri Roads and Highways for Server Enterprise Standard (up to four cores) 365-Day Term License | \$5,400.00 |
| | Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 30-Day Term License | \$540.00 |
| | Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 90-Day Term License | \$1,350.00 |
| | Esri Roads and Highways for Server Workgroup Advanced (up to four cores) 365-Day Term License | \$2,700.00 |
| | Esri Roads and Highways for Server Workgroup Standard (up to four cores) 30-Day Term License | \$540.00 |
| | Esri Roads and Highways for Server Workgroup Standard (up to four cores) 90-Day Term License | \$1,350.00 |
| | Esri Roads and Highways for Server Workgroup Standard (up to four cores) 365-Day Term License | \$2,700.00 |
| 5 | Roadway Reporter for Esri Roads and Highways | |
| | Roadway Reporter for Esri Roads and Highways for Server License (up to 50 users) | \$18,000.00 |

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| | Roadway Reporter for Esri Roads and Highways for Server License (up to 250 users) | \$36,000.00 |
| | Roadway Reporter for Esri Roads and Highways for Server License (up to 500 users) | \$54,000.00 |
| | Annual Maintenance for Roadway Reporter for Esri Roads and Highways for Server (up to 50 users) | \$5,000.00 |
| | Annual Maintenance for Roadway Reporter for Esri Roads and Highways for Server (up to 250 users) | \$10,000.00 |
| | Annual Maintenance for Roadway Reporter for Esri Roads and Highways for Server (up to 500 users) | \$15,000.00 |
| 6 | ArcGIS for Server Term Licenses | |
| 6 | ArcGIS for Server Enterprise Term Licenses | |
| | ArcGIS for Server Enterprise Advanced (up to four cores) 30-Day Term License | \$4,230.00 |
| | ArcGIS for Server Enterprise Advanced (up to four cores) 90-Day Term License | \$10,800.00 |
| | ArcGIS for Server Enterprise Advanced (up to four cores) 365-Day Term License | \$21,600.00 |
| | ArcGIS for Server Enterprise Standard (up to four cores) 30-Day Term License | \$2,070.00 |
| | ArcGIS for Server Enterprise Standard (up to four cores) 90-Day Term License | \$5,400.00 |
| | ArcGIS for Server Enterprise Standard (up to four cores) 365-Day Term License | \$10,800.00 |
| | ArcGIS for Server Enterprise Basic (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS for Server Enterprise Basic (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS for Server Enterprise Basic (up to four cores) 365-Day Term License | \$5,400.00 |
| 6 | ArcGIS for Server Workgroup Term Licenses | |
| | ArcGIS for Server Workgroup Advanced (up to four cores) 30-Day Term License | \$2,070.00 |
| | ArcGIS for Server Workgroup Advanced (up to four cores) 90-Day Term License | \$5,400.00 |
| | ArcGIS for Server Workgroup Advanced (up to four cores) 365-Day Term License | \$10,800.00 |
| | ArcGIS for Server Workgroup Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS for Server Workgroup Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS for Server Workgroup Standard (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS for Server Workgroup Basic (maximum four cores) 30-Day Term License | \$540.00 |
| | ArcGIS for Server Workgroup Basic (maximum four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS for Server Workgroup Basic (maximum four cores) 365-Day Term License | \$2,700.00 |
| 6 | ArcGIS for Server Enterprise Extensions Term Licenses | |
| | ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS Data Interoperability for Server Enterprise Advanced (up to four cores) 365-Day Term License | \$5,400.00 |

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| | ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS Image Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS Workflow Manager for Server Enterprise Advanced (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS Data Reviewer for Server Enterprise Advanced (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Advanced (up to four cores) 365-Day Term License | \$5,400.00 |
| | Esri Defense Mapping for Server Enterprise Advanced (up to four cores) 30-Day Term License | \$1,080.00 |
| | Esri Defense Mapping for Server Enterprise Advanced (up to four cores) 90-Day Term License | \$2,700.00 |
| | Esri Defense Mapping for Server Enterprise Advanced (up to four cores) 365-Day Term License | \$5,400.00 |
| | Esri Production Mapping for Server Enterprise Advanced (up to four cores) 30-Day Term License | \$1,080.00 |
| | Esri Production Mapping for Server Enterprise Advanced (up to four cores) 90-Day Term License | \$2,700.00 |
| | Esri Production Mapping for Server Enterprise Advanced (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS for Maritime: Server Enterprise Advanced (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS for Maritime: Server Enterprise Advanced (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS for Maritime: Server Enterprise Advanced (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS Data Interoperability for Server Enterprise Standard (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS Image Extension for Server Enterprise Standard (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS Workflow Manager for Server Enterprise Standard (up to four cores) 365-Day Term License | \$5,400.00 |

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| | ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS Network Analyst for Server Enterprise Standard (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS Data Reviewer for Server Enterprise Standard (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS for GeoEvent Extension for Server Enterprise Standard (up to four cores) 365-Day Term License | \$5,400.00 |
| | Esri Production Mapping for Server Enterprise Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | Esri Production Mapping for Server Enterprise Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | Esri Production Mapping for Server Enterprise Standard (up to four cores) 365-Day Term License | \$5,400.00 |
| | ArcGIS for Maritime: Server Enterprise Standard (up to four cores) 30-Day Term License | \$1,080.00 |
| | ArcGIS for Maritime: Server Enterprise Standard (up to four cores) 90-Day Term License | \$2,700.00 |
| | ArcGIS for Maritime: Server Enterprise Standard (up to four cores) 365-Day Term License | \$5,400.00 |
| 6 | ArcGIS for Server Workgroup Extensions Term Licenses | |
| | ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS Data Interoperability for Server Workgroup Advanced (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS Image Extension for Server Workgroup Advanced (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS Workflow Manager for Server Workgroup Advanced (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS Data Reviewer for Server Workgroup Advanced (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 90-Day Term License | \$1,350.00 |

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| | ArcGIS GeoEvent Extension for Server Workgroup Advanced (up to four cores) 365-Day Term License | \$2,700.00 |
| | Esri Defense Mapping for Server Workgroup Advanced (up to four cores) 30-Day Term License | \$540.00 |
| | Esri Defense Mapping for Server Workgroup Advanced (up to four cores) 90-Day Term License | \$1,350.00 |
| | Esri Defense Mapping for Server Workgroup Advanced (up to four cores) 365-Day Term License | \$2,700.00 |
| | Esri Production Mapping for Server Workgroup Advanced (up to four cores) 30-Day Term License | \$540.00 |
| | Esri Production Mapping for Server Workgroup Advanced (up to four cores) 90-Day Term License | \$1,350.00 |
| | Esri Production Mapping for Server Workgroup Advanced (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS for Maritime: Server Workgroup Advanced (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS for Maritime: Server Workgroup Advanced (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS for Maritime: Server Workgroup Advanced (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS Data Interoperability for Server Workgroup Standard (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS Image Extension for Server Workgroup Standard (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS Workflow Manager for Server Workgroup Standard (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS Network Analyst for Server Workgroup Standard (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS Data Reviewer for Server Workgroup Standard (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS GeoEvent Extension for Server Workgroup Standard (up to four cores) 365-Day Term License | \$2,700.00 |
| | Esri Production Mapping for Server Workgroup Standard (up to four cores) 30-Day Term License | \$540.00 |
| | Esri Production Mapping for Server Workgroup Standard (up to four cores) 90-Day Term License | \$1,350.00 |

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| | Esri Production Mapping for Server Workgroup Standard (up to four cores) 365-Day Term License | \$2,700.00 |
| | ArcGIS for Maritime: Server Workgroup Standard (up to four cores) 30-Day Term License | \$540.00 |
| | ArcGIS for Maritime: Server Workgroup Standard (up to four cores) 90-Day Term License | \$1,350.00 |
| | ArcGIS for Maritime: Server Workgroup Standard (up to four cores) 365-Day Term License | \$2,700.00 |
| 6 | ArcGIS for Server Enterprise with Virtual Cloud Infrastructure | |
| 6 | ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—365-Day Term Licenses | |
| | ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License | \$40,000.00 |
| | ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License | \$30,000.00 |
| | ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—365-Day Term License | \$25,000.00 |
| 6 | ArcGIS for Server Enterprise Extensions with Virtual Cloud Infrastructure—365-Day Term Licenses | |
| | ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License | \$6,000.00 |
| | ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License | \$6,000.00 |
| | ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License | \$6,000.00 |
| | ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License | \$6,000.00 |
| | ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License | \$6,000.00 |
| | ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License | \$6,000.00 |
| | ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License | \$6,000.00 |
| | ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License | \$6,000.00 |
| | ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License | \$6,000.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—365-Day Term License | \$6,000.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—365-Day Term License | \$6,000.00 |
| 6 | ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—90-Day Term Licenses | |
| | ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License | \$12,500.00 |
| | ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License | \$10,000.00 |
| | ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—90-Day Term License | \$8,500.00 |
| 6 | ArcGIS for Server Enterprise Extensions with Cloud Infrastructure—90-Day Term Licenses | |

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| | ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License | \$3,000.00 |
| | ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License | \$3,000.00 |
| | ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License | \$3,000.00 |
| | ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License | \$3,000.00 |
| | ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License | \$3,000.00 |
| | ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License | \$3,000.00 |
| | ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License | \$3,000.00 |
| | ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License | \$3,000.00 |
| | ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License | \$3,000.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—90-Day Term License | \$3,000.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—90-Day Term License | \$3,000.00 |
| 6 | ArcGIS for Server Enterprise with Virtual Cloud Infrastructure—30-Day Term Licenses | |
| | ArcGIS for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License | \$5,000.00 |
| | ArcGIS for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License | \$4,000.00 |
| | ArcGIS for Server Enterprise Basic on a Four-Core Virtual Cloud Server—30-Day Term License | \$3,000.00 |
| 6 | ArcGIS for Server Enterprise Extensions with Virtual Cloud Infrastructure—30-Day Term Licenses | |
| | ArcGIS Workflow Manager for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License | \$1,000.00 |
| | ArcGIS Workflow Manager for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License | \$1,000.00 |
| | ArcGIS Data Interoperability for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License | \$1,000.00 |
| | ArcGIS Data Interoperability for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License | \$1,000.00 |
| | ArcGIS Image Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License | \$1,000.00 |
| | ArcGIS Image Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License | \$1,000.00 |
| | ArcGIS Network Analyst for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License | \$1,000.00 |
| | ArcGIS Data Reviewer for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License | \$1,000.00 |
| | ArcGIS Data Reviewer for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License | \$1,000.00 |

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| | ArcGIS GeoEvent Extension for Server Enterprise Advanced on a Four-Core Virtual Cloud Server—30-Day Term License | \$1,000.00 |
| | ArcGIS GeoEvent Extension for Server Enterprise Standard on a Four-Core Virtual Cloud Server—30-Day Term License | \$1,000.00 |
| 8 | Location Analytics | |
| 8 | Esri Business Analyst for Desktop—Single Use Licenses | |
| | Esri Business Analyst Basic for Desktop National Single Use License | \$16,646.00 |
| | Esri Business Analyst Basic for Desktop Regional Single Use License | \$12,146.00 |
| | Esri Business Analyst Basic for Desktop State Single Use License | \$7,646.00 |
| 8 | Esri Business Analyst for Desktop—Concurrent Use Licenses | |
| | Esri Business Analyst Basic for Desktop National Concurrent Use License | \$16,646.00 |
| | Esri Business Analyst Basic for Desktop Regional Concurrent Use License | \$12,146.00 |
| | Esri Business Analyst Basic for Desktop State Concurrent Use License | \$7,646.00 |
| | Annual Maintenance for Esri Business Analyst Basic for Desktop National License | \$14,795.00 |
| | Annual Maintenance for Esri Business Analyst Basic for Desktop Regional License | \$10,795.00 |
| | Annual Maintenance for Esri Business Analyst Basic for Desktop State License | \$6,795.00 |
| 8 | Esri Business Analyst Standard for Desktop—Concurrent Use Licenses | |
| | Esri Business Analyst Standard for Desktop National Concurrent Use License | \$36,896.00 |
| | Esri Business Analyst Standard for Desktop Regional Concurrent Use License | \$26,541.00 |
| | Esri Business Analyst Standard for Desktop State Concurrent Use License | \$16,565.00 |
| 8 | Esri Business Analyst Standard for Desktop—Single Use Licenses | |
| | Esri Business Analyst Standard for Desktop National Single Use License | \$36,896.00 |
| | Esri Business Analyst Standard for Desktop Regional Single Use License | \$26,541.00 |
| | Esri Business Analyst Standard for Desktop State Single Use License | \$16,565.00 |
| 8 | Annual Maintenance for Esri Business Analyst Standard for Desktop—Concurrent Use and Single Use Licenses | |
| | Annual Maintenance for Esri Business Analyst Standard for Desktop National License | \$32,795.00 |
| | Annual Maintenance for Esri Business Analyst Standard for Desktop Regional License | \$23,590.00 |
| | Annual Maintenance for Esri Business Analyst Standard for Desktop State License | \$14,720.00 |
| 8 | Esri Business Analyst for Server | |
| 8 | Esri Business Analyst for Server Enterprise Advanced | |
| | Esri Business Analyst for Server Enterprise Advanced (up to four cores) | \$135,025.00 |

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| | Esri Business Analyst for Server Enterprise Advanced (additional cores) | \$33,775.00 |
| | Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (up to four cores) | \$100,000.00 |
| | Annual Maintenance for Esri Business Analyst for Server Enterprise Advanced (additional cores) | \$25,000.00 |
| 8 | Esri Business Analyst for Server Workgroup Advanced | |
| | Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores) | \$67,525.00 |
| | Annual Maintenance for Esri Business Analyst for Server Workgroup Advanced (per server—minimum two cores, maximum four cores) | \$50,000.00 |
| 8 | Esri Business Analyst for Server—Staging Server | |
| | Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores) | \$36,660.00 |
| | Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores) | \$9,184.00 |
| | Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (up to four cores) | \$25,000.00 |
| | Annual Maintenance for Esri Business Analyst for Server Staging Server Enterprise Advanced (additional cores) | \$6,250.00 |
| 13 | Mobile GIS | |
| 13 | ArcPad | |
| | ArcPad Single Use License | \$630.00 |
| | ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data | \$630.00 |
| | ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data | \$630.00 |
| | ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data | \$630.00 |
| | Annual Maintenance for ArcPad Single Use License | \$250.00 |
| | ArcPad Single Use License Upgrade | \$244.00 |
| | ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) Street Data Upgrade | \$244.00 |
| | ArcPad Single Use License with ArcPad StreetMap Premium TomTom Europe Street Data Upgrade | \$244.00 |
| | ArcPad Single Use License with ArcPad StreetMap Premium TomTom North America (USA and Canada) and Europe Street Data Upgrade | \$244.00 |
| 13 | ArcGIS for Windows Mobile | |
| | ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine 5-Deployment Pack License | \$1,350.00 |
| | Annual Maintenance for ArcGIS for Windows Mobile for Desktop Advanced, Standard, Basic, or ArcGIS Engine 5-Deployment Pack License | \$300.00 |
| | ArcGIS for Windows Mobile for ArcGIS Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License | \$13,500.00 |

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| | Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS Server Enterprise Standard or Workgroup Advanced 50-Deployment Pack License | \$3,000.00 |
| | ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License | \$1,350.00 |
| | Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Workgroup Advanced 5-Deployment Pack License | \$300.00 |
| | ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License | \$1,350.00 |
| | Annual Maintenance for ArcGIS for Windows Mobile for ArcGIS for Server Enterprise Standard 5-Deployment Pack License | \$300.00 |
| 13 | StreetMap for ArcGIS for Windows Mobile | |
| 13 | StreetMap for ArcGIS for Windows Mobile 5-Pack Bundles | |
| | StreetMap for ArcGIS for Windows Mobile for Desktop HERE North America Street Data 5-Pack Single Use Term License | \$400.00 |
| | StreetMap for ArcGIS for Windows Mobile for Desktop HERE Europe Street Data 5-Pack Single Use Term License | \$600.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced HERE North America Street Data 5-Pack Term License | \$400.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced HERE Europe Street Data 5-Pack Term License | \$600.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard HERE North America Street Data 5-Pack Term License | \$400.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard HERE Europe Street Data 5-Pack Term License | \$600.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced HERE North America Street Data 5-Pack Term License | \$400.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced HERE Europe Street Data 5-Pack Term License | \$600.00 |
| 13 | StreetMap for ArcGIS for Windows Mobile 50-Pack Bundles | |
| | StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced HERE North America Street Data 50-Pack Term License | \$3,800.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Workgroup Advanced HERE Europe Street Data 50-Pack Term License | \$5,700.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard HERE North America Street Data 50-Pack Term License | \$3,800.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Enterprise Standard HERE Europe Street Data 50-Pack Term License | \$5,700.00 |
| | StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced HERE North America Street Data 50-Pack Term License | \$3,800.00 |

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| | StreetMap for ArcGIS for Windows Mobile for Server Enterprise Advanced HERE Europe Street Data 50-Pack Term License | \$3,800.00 |
| 16 | Instructor-Led Training (ILT) | |
| | ILT—per Student, per Day at Esri Learning Centers in the United States | \$535.00 |
| | Instructor-Led Online (ILO) Classroom Training—per Student, per Day | \$535.00 |
| | Additional Student—Client Site Private Class per Student, per Day | \$360.00 |
| | Additional Student—Esri Site Private Class per Student, per Day | \$360.00 |
| | Half-Day ILO Training Workshop—per Student, per Seat | \$175.00 |
| | Half-Day ILO Private Training Workshop—20 Students | \$2,625.00 |
| | Full-Day ILO Training Workshop—per Student, per Seat | \$350.00 |
| | Full-Day ILO Private Training Workshop—up to 20 Students | \$5,250.00 |
| | Private Classes—Esri Site per Class, per Day (12 students) in Locations in the United States | \$4,820.00 |
| | Private Classes—Client Site per Class, per Day (12 students) in Locations in the United States | \$4,820.00 |
| | Client Coaching Services—Client Site | \$4,370.00 |
| | Client Coaching Services—Esri Site | \$4,370.00 |
| | Technical Certification Exam Voucher | \$225.00 |
| 16 | Virtual Campus | |
| 16 | Individual Courses | |
| | Esri Virtual Campus Training Course (1 paid module)—per Seat | \$32.00 |
| | Esri Virtual Campus Training Course (2 paid modules)—per Seat | \$64.00 |
| | Esri Virtual Campus Training Course (3 paid modules)—per Seat | \$96.00 |
| | Esri Virtual Campus Training Course (4 paid modules)—per Seat | \$128.00 |
| | Esri Virtual Campus Training Course (5 paid modules)—per Seat | \$160.00 |
| | Esri Virtual Campus Training Course (6 paid modules)—per Seat | \$192.00 |
| | Esri Virtual Campus Training Course (7 paid modules)—per Seat | \$224.00 |
| | Esri Virtual Campus Training Course (8 paid modules)—per Seat | \$256.00 |
| 16 | Esri Virtual Campus Annual User License Pricing | |
| | Premium Annual User License (2,500 Virtual Campus dollar value) | \$2,250.00 |
| | Premium Annual User License (5,000 Virtual Campus dollar value) | \$4,250.00 |
| | Premium Annual User License (7,500 Virtual Campus dollar value) | \$6,000.00 |

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| | Premium Annual User License (10,000 Virtual Campus dollar value) | \$7,000.00 |
| | Premium Annual User License (25,000 Virtual Campus dollar value) | \$16,250.00 |
| | Premium One-Year Extension Annual User License | \$660.00 |
| 16 | Esri Training Pass | |
| | Esri Training Pass—per Day, up to 49 Days | \$535.00 |
| | Esri Training Pass—per Day, 50 Days or More | \$510.00 |
| | Esri Training Pass—One-Year Extension, up to 49 Days | \$500.00 |
| | Esri Training Pass—One-Year Extension, 50 Days or More | \$1,500.00 |
| 17 | Online GIS | |
| 17 | ArcGIS Online for Organizations Plans | |
| | ArcGIS Online Level 1 Plan—Includes up to 5 Named Users and 2,500 Credits | \$2,500.00 |
| | ArcGIS Online Additional User 5-Pack for Level 1 Plan | \$2,500.00 |
| | ArcGIS Online Level 2 Plan—Includes up to 50 Named Users and 10,000 Credits | \$10,000.00 |
| | ArcGIS Online Additional User 5-Pack for Level 2 Plan | \$1,000.00 |
| | ArcGIS Online Level 3 Plan—Includes up to 100 Named Users and 17,500 Credits | \$17,500.00 |
| | ArcGIS Online Additional User 5-Pack for Level 3 Plan | \$875.00 |
| | ArcGIS Online Level 4 Plan—Includes up to 250 Named Users and 37,500 Credits | \$37,500.00 |
| | ArcGIS Online Additional User 5-Pack for Level 4 Plan | \$750.00 |
| | ArcGIS Online Level 5 Plan—Includes up to 500 Named Users and 62,500 Credits | \$62,500.00 |
| | ArcGIS Online Additional User 5-Pack for Level 5 Plan | \$625.00 |
| | ArcGIS Online Level 6 Plan—Includes up to 1,000 Named Users and 110,000 Credits | \$110,000.00 |
| | ArcGIS Online Additional User 5-Pack for Level 6 Plan | \$550.00 |
| | ArcGIS Online Additional Service Credits—Block of 1,000 | \$100.00 |
| 17 | Esri Business Analyst Online Organization Plans for Use with ArcGIS Online | |
| | Esri Business Analyst Online (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users | \$500.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan | \$500.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users | \$2,000.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan | \$200.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users | \$3,500.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan | \$175.00 |

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| | Esri Business Analyst Online (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users | \$7,500.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan | \$150.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users | \$12,500.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan | \$125.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users | \$22,000.00 |
| | Esri Business Analyst Online (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan | \$110.00 |
| 17 | Esri Community Analyst Organization Plans for Use with ArcGIS Online | |
| | Esri Community Analyst (for use with ArcGIS Online) Level 1 Plan—Includes up to 5 Named Users | \$500.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 1 Plan | \$500.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Level 2 Plan—Includes up to 50 Named Users | \$2,000.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 2 Plan | \$200.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Level 3 Plan—Includes up to 100 Named Users | \$3,500.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 3 Plan | \$175.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Level 4 Plan—Includes up to 250 Named Users | \$7,500.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 4 Plan | \$150.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Level 5 Plan—Includes up to 500 Named Users | \$12,500.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 5 Plan | \$125.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Level 6 Plan—Includes up to 1,000 Named Users | \$22,000.00 |
| | Esri Community Analyst (for use with ArcGIS Online) Additional User 5-Pack for Level 6 Plan | \$110.00 |
| 17 | GeoPlanner for ArcGIS—Annual Term Licenses | |
| | GeoPlanner for ArcGIS—Individual Subscription for 1 Named User | \$500.00 |
| | GeoPlanner for ArcGIS— Level 1 Plan—Includes up to 5 Named Users | \$2,500.00 |
| | GeoPlanner for ArcGIS— Level 2 Plan—Includes up to 50 Named Users | \$10,000.00 |
| | GeoPlanner for ArcGIS— Level 3 Plan—Includes up to 100 Named Users | \$17,500.00 |
| | GeoPlanner for ArcGIS— Level 4 Plan—Includes up to 250 Named Users | \$37,500.00 |
| | GeoPlanner for ArcGIS— Level 5 Plan—Includes up to 500 Named Users | \$62,500.00 |
| | GeoPlanner for ArcGIS— Level 6 Plan—Includes up to 1,000 Named Users | \$110,000.00 |
| | GeoPlanner for ArcGIS—Additional User 5 Pack | \$2,500.00 |
| 17 | Navigator for ArcGIS | |
| | Navigator for ArcGIS—Named User 5-Pack | \$250.00 |

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| 17 | Esri Redistricting Online | |
| | Esri Redistricting Online—12 Months | \$4,500.00 |
| | Esri Redistricting Online—24 Months | \$8,325.00 |
| | Esri Redistricting Online—36 Months | \$11,475.00 |
| 18 | Portal for ArcGIS | |
| 18 | Portal for ArcGIS Term Licensing | |
| | Portal for ArcGIS—Includes up to 50 Named Users Annual Term License | \$10,000.00 |
| | Portal for ArcGIS—Includes up to 100 Named Users Annual Term License | \$17,500.00 |
| | Portal for ArcGIS—Includes up to 250 Named Users Annual Term License | \$37,500.00 |
| | Portal for ArcGIS—Includes up to 500 Named Users Annual Term License | \$62,500.00 |
| | Portal for ArcGIS—Includes up to 1,000 Named Users Annual Term License | \$110,000.00 |
| 18 | Portal for ArcGIS Additional User 5-Pack Term Licensing | |
| | Portal for ArcGIS Additional User 5-Pack for up to 50 Named Users Annual Term License | \$1,000.00 |
| | Portal for ArcGIS Additional User 5-Pack for up to 100 Named Users Annual Term License | \$875.00 |
| | Portal for ArcGIS Additional User 5-Pack for up to 250 Named Users Annual Term License | \$750.00 |
| | Portal for ArcGIS Additional User 5-Pack for up to 500 Named Users Annual Term License | \$625.00 |
| | Portal for ArcGIS Additional User 5-Pack for up to 1,000 Named Users Annual Term License | \$550.00 |
| 19 | Support and Services | |
| 19 | Premium Support Services | |
| | Premium Support Annual Use—Unlimited Incidents | \$38,500.00 |
| | Premium Support Annual Use—Up to 10 Incidents | \$15,000.00 |
| | Premium Support Additional Authorized Contact—Unlimited Incidents | \$10,000.00 |
| 19 | Professional Services | |
| 19 | WebGIS Launch Kits | |
| | WebGIS Launch Kit - Basic (3 days) | \$9,800.00 |
| | WebGIS Launch Kit - Standard (4 days) | \$12,400.00 |
| | WebGIS Launch Kit - Advanced (5 days) | \$14,700.00 |
| 19 | Workshop Packages | |
| | Esri Production Mapping Workshop (3 days) | \$13,100.00 |
| | Esri Defense Mapping Workshop (3 days) | \$13,100.00 |

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| | ArcGIS for Maritime: Charting Workshop (5 days) | \$19,100.00 |
| | ArcGIS for Aviation Workshop (3 days) | \$13,100.00 |
| | ArcGIS Data Reviewer Workshop (3 days) | \$13,100.00 |
| | ArcGIS Workflow Manager Workshop (3 days) | \$13,100.00 |
| 19 | Jumpstart Packages | |
| | ArcGIS for Server Jumpstart - Basic (3 days) | \$9,800.00 |
| | ArcGIS for Server Jumpstart - Standard (4 days) | \$12,400.00 |
| | ArcGIS for Server Jumpstart - Advanced (5 days) | \$18,600.00 |
| | Esri Geoportal Server Jumpstart (3-day option) | \$13,100.00 |
| | Esri Geoportal Server Jumpstart (5-day option) | \$19,100.00 |
| | Esri Production Mapping Jumpstart (5 days) | \$19,100.00 |
| | Esri Defense Mapping Jumpstart (5 days) | \$19,100.00 |
| | ArcGIS for Maritime: Charting Jumpstart (10 days) | \$34,300.00 |
| | ArcGIS for Aviation Jumpstart (5 days) | \$19,100.00 |
| | ArcGIS Data Reviewer Jumpstart (5 days) | \$19,100.00 |
| | ArcGIS Workflow Manager Jumpstart (5 days) | \$19,100.00 |
| | ArcGIS Image Extension for Server Jumpstart (3 days) | \$13,100.00 |
| | Data Appliance for ArcGIS Jumpstart (3 days) | \$13,100.00 |
| | Data Appliance for ArcGIS and ArcGIS for Server Bundle Jumpstart (5 days) | \$19,100.00 |
| 19 | Services Packages | |
| | Enterprise GIS Health Check (3 days) | \$13,100.00 |
| | Remote Developer Support (20 hours) | \$5,500.00 |
| | Remote Support for Esri Geoportal Server (20 hours) | \$5,500.00 |
| 19 | Esri Enterprise Advantage Program | |
| | Esri Enterprise Advantage Program (EEAP) 100 Learning and Service Credits | \$80,000.00 |
| | Esri Enterprise Advantage Program (EEAP) 50 Learning and Service Credits | \$55,000.00 |
| | Additional EEAP Technical Advisor Services | \$22,500.00 |
| | Additional EEAP 100 Learning and Service Credits | \$50,000.00 |
| | Additional EEAP 50 Learning and Service Credits | \$25,000.00 |
| 20 | StreetMap Premium for ArcGIS HERE Data —North America | |

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| 20 | StreetMap Premium for ArcGIS HERE Data—United States | |
| | United States—Full Use (per single use ArcGIS for Desktop user/per year) | \$6,025.00 |
| | United States—Full Use (per concurrent use ArcGIS for Desktop user/per year) | \$15,025.00 |
| | United States—Full Use (per ArcGIS for Server Enterprise/per year) | \$75,025.00 |
| | United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$30,025.00 |
| | United States—Display and Geocode (per single use ArcGIS for Desktop user/per year) | \$3,025.00 |
| | United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year) | \$7,525.00 |
| | United States—Display and Geocode (per ArcGIS for Server Enterprise/per year) | \$37,525.00 |
| | United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$15,025.00 |
| 20 | StreetMap Premium for ArcGIS HERE Data—North America (United States, Canada, and Mexico) | |
| | North America—Full Use (per single use ArcGIS for Desktop user/per year) | \$12,025.00 |
| | North America—Full Use (per concurrent use ArcGIS for Desktop user/per year) | \$30,025.00 |
| | North America—Full Use (per ArcGIS for Server Enterprise/per year) | \$150,025.00 |
| | North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$60,025.00 |
| | North America—Display and Geocode (per single use ArcGIS for Desktop user/per year) | \$6,025.00 |
| | North America—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year) | \$15,025.00 |
| | North America—Display and Geocode (per ArcGIS for Server Enterprise/per year) | \$75,025.00 |
| | North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$30,025.00 |
| 20 | StreetMap Premium for ArcGIS HERE Data—State | |
| | State—Full Use (per single use ArcGIS for Desktop user/per year) | \$2,025.00 |
| | State—Full Use (per concurrent use ArcGIS for Desktop user/per year) | \$5,025.00 |
| | State—Full Use (per ArcGIS for Server Enterprise/per year) | \$25,025.00 |
| | State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$10,025.00 |
| | State—Display and Geocode (per single use ArcGIS for Desktop user/per year) | \$1,025.00 |
| | State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year) | \$2,525.00 |
| | State—Display and Geocode (per ArcGIS for Server Enterprise/per year) | \$12,525.00 |
| | State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$5,025.00 |
| 20 | StreetMap Premium for ArcGIS TomTom Data—North America | |
| 20 | StreetMap Premium for ArcGIS TomTom Data—United States | |
| | United States—Full Use (per single use ArcGIS for Desktop user/per year) | \$6,025.00 |

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| | United States—Full Use (per concurrent use ArcGIS for Desktop user/per year) | \$15,025.00 |
| | United States—Full Use (per ArcGIS for Server Enterprise/per year) | \$75,025.00 |
| | United States—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$30,025.00 |
| | United States—Display and Geocode (per single use ArcGIS for Desktop user/per year) | \$3,025.00 |
| | United States—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year) | \$7,525.00 |
| | United States—Display and Geocode (per ArcGIS for Server Enterprise/per year) | \$37,525.00 |
| | United States—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$15,025.00 |
| 20 | StreetMap Premium for ArcGIS TomTom Data—Small State in the United States | |
| | Small State—Full Use (per single use ArcGIS for Desktop user/per year) | \$925.00 |
| | Small State—Full Use (per concurrent use ArcGIS for Desktop user/per year) | \$2,275.00 |
| | Small State—Full Use (per ArcGIS for Server Enterprise/per year) | \$11,275.00 |
| | Small State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$4,525.00 |
| | Small State—Display and Geocode (per single use ArcGIS for Desktop user/per year) | \$525.00 |
| | Small State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year) | \$1,150.00 |
| | Small State—Display and Geocode (per ArcGIS for Server Enterprise/per year) | \$5,650.00 |
| | Small State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$2,275.00 |
| 20 | StreetMap Premium for ArcGIS TomTom Data—Medium State in the United States | |
| | Medium State—Full Use (per single use ArcGIS for Desktop user/per year) | \$1,225.00 |
| | Medium State—Full Use (per concurrent use ArcGIS for Desktop user/per year) | \$3,025.00 |
| | Medium State—Full Use (per ArcGIS for Server Enterprise/per year) | \$15,025.00 |
| | Medium State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$6,025.00 |
| | Medium State—Display and Geocode (per single use ArcGIS for Desktop user/per year) | \$625.00 |
| | Medium State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year) | \$1,525.00 |
| | Medium State—Display and Geocode (per ArcGIS for Server Enterprise/per year) | \$7,525.00 |
| | Medium State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$3,025.00 |
| 20 | StreetMap Premium for ArcGIS TomTom Data—Large State in the United States | |
| | Large State—Full Use (per single use ArcGIS for Desktop user/per year) | \$1,825.00 |
| | Large State—Full Use (per concurrent use ArcGIS for Desktop user/per year) | \$4,525.00 |
| | Large State—Full Use (per ArcGIS for Server Enterprise/per year) | \$22,525.00 |
| | Large State—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$9,025.00 |

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| | Large State—Display and Geocode (per single use ArcGIS for Desktop user/per year) | \$925.00 |
| | Large State—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year) | \$2,275.00 |
| | Large State—Display and Geocode (per ArcGIS for Server Enterprise/per year) | \$11,275.00 |
| | Large State—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$4,525.00 |
| 20 | StreetMap Premium for ArcGIS TomTom Data—North America | |
| | North America—Full Use (per single use ArcGIS for Desktop user/per year) | \$12,025.00 |
| | North America—Full Use (per concurrent use ArcGIS for Desktop user/per year) | \$30,025.00 |
| | North America—Full Use (per ArcGIS for Server Enterprise/per year) | \$150,025.00 |
| | North America—Full Use (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$60,025.00 |
| | North America—Display and Geocode (per single use ArcGIS for Desktop user/per year) | \$6,025.00 |
| | North America—Display and Geocode (per concurrent use ArcGIS for Desktop user/per year) | \$15,025.00 |
| | North America—Display and Geocode (per ArcGIS for Server Enterprise/per year) | \$75,025.00 |
| | North America—Display and Geocode (per additional 2 cores ArcGIS for Server Enterprise/per year) | \$30,025.00 |
| 21 | Esri Cloud Managed Services | |
| 21 | Esri Managed Cloud Service Packages without ArcGIS for Server Software | |
| 21 | Basic packages without ArcGIS for Server Software | |
| | Esri Managed Services Setup Fee: Basic Availability - Small Package | \$3,000.00 |
| | Esri Managed Services Setup Fee: Basic Availability - Medium Package | \$3,000.00 |
| | Esri Managed Services Setup Fee: Basic Availability - Large Package | \$3,000.00 |
| | Esri Managed Services: Basic Availability - Small Package Monthly Fee | \$1,000.00 |
| | Esri Managed Services: Basic Availability - Medium Package Monthly Fee | \$1,500.00 |
| | Esri Managed Services: Basic Availability - Large Package Monthly Fee | \$2,000.00 |
| 21 | Standard Availability Packages without ArcGIS for Server Software | |
| | Esri Managed Services Setup Fee: Standard Availability - Small Package | \$8,000.00 |
| | Esri Managed Services Setup Fee: Standard Availability - Medium Package | \$12,000.00 |
| | Esri Managed Services Setup Fee: Standard Availability - Large Package | \$16,000.00 |
| | Esri Managed Services: Standard Availability - Small Package Monthly Fee | \$1,500.00 |
| | Esri Managed Services: Standard Availability - Medium Package Monthly Fee | \$2,500.00 |
| | Esri Managed Services: Standard Availability - Large Package Monthly Fee | \$3,500.00 |
| 21 | Advanced Availability Packages without ArcGIS for Server Software | |

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| | Esri Managed Services Setup Fee: Advanced Availability - Small Package | \$10,000.00 |
| | Esri Managed Services Setup Fee: Advanced Availability - Medium Package | \$14,000.00 |
| | Esri Managed Services Setup Fee: Advanced Availability - Large Package | \$18,000.00 |
| | Esri Managed Services: Advanced Availability - Small Package Monthly Fee | \$2,000.00 |
| | Esri Managed Services: Advanced Availability - Medium Package Monthly Fee | \$4,000.00 |
| | Esri Managed Services: Advanced Availability - Large Package Monthly Fee | \$6,000.00 |
| 21 | Advanced Plus Availability Packages without ArcGIS for Server Software | |
| | Esri Managed Services Setup Fee: Advanced Plus Availability - Small Package | \$20,000.00 |
| | Esri Managed Services Setup Fee: Advanced Plus Availability - Medium Package | \$23,000.00 |
| | Esri Managed Services Setup Fee: Advanced Plus Availability - Large Package | \$26,000.00 |
| | Esri Managed Services: Advanced Plus Availability - Small Package Monthly Fee | \$4,000.00 |
| | Esri Managed Services: Advanced Plus Availability - Medium Package Monthly Fee | \$6,000.00 |
| | Esri Managed Services: Advanced Plus Availability - Large Package Monthly Fee | \$8,000.00 |
| 21 | Esri Managed Cloud Service Packages with ArcGIS for Server Software | |
| 21 | Basic packages with ArcGIS for Server Software | |
| | Esri Managed Services Setup Fee: Basic Availability - Small Package | \$3,000.00 |
| | Esri Managed Services Setup Fee: Basic Availability - Medium Package | \$3,000.00 |
| | Esri Managed Services Setup Fee: Basic Availability - Large Package | \$3,000.00 |
| | Esri Managed Services with ArcGIS for Server Basic Availability - Small Package Monthly Fee | \$3,300.00 |
| | Esri Managed Services with ArcGIS for Server Basic Availability - Medium Package Monthly Fee | \$3,800.00 |
| | Esri Managed Services with ArcGIS for Server Basic Availability - Large Package Monthly Fee | \$4,300.00 |
| | Esri Managed Services with ArcGIS for Server Basic Availability - Small Package Quarterly Fee | \$9,000.00 |
| | Esri Managed Services with ArcGIS for Server Basic Availability - Medium Package Quarterly Fee | \$10,500.00 |
| | Esri Managed Services with ArcGIS for Server Basic Availability - Large Package Quarterly Fee | \$12,000.00 |
| | Esri Managed Services with ArcGIS for Server Basic Availability - Small Package Yearly Fee | \$24,000.00 |
| | Esri Managed Services with ArcGIS for Server Basic Availability - Medium Package Yearly Fee | \$30,000.00 |
| | Esri Managed Services with ArcGIS for Server Basic Availability - Large Package Yearly Fee | \$36,000.00 |
| 21 | Standard Packages with ArcGIS for Server software | |
| | Esri Managed Services Setup Fee: Standard Availability - Small Package | \$8,000.00 |
| | Esri Managed Services Setup Fee: Standard Availability - Medium Package | \$12,000.00 |

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| | Esri Managed Services Setup Fee: Standard Availability - Large Package | \$16,000.00 |
| | Esri Managed Services with ArcGIS for Server Standard Availability - Small Package Monthly Fee | \$3,800.00 |
| | Esri Managed Services with ArcGIS for Server Standard Availability - Medium Package Monthly Fee | \$4,800.00 |
| | Esri Managed Services with ArcGIS for Server Standard Availability - Large Package Monthly Fee | \$5,800.00 |
| | Esri Managed Services with ArcGIS for Server Standard Availability - Small Package Quarterly Fee | \$10,500.00 |
| | Esri Managed Services with ArcGIS for Server Standard Availability - Medium Package Quarterly Fee | \$13,500.00 |
| | Esri Managed Services with ArcGIS for Server Standard Availability - Large Package Quarterly Fee | \$16,500.00 |
| | Esri Managed Services with ArcGIS for Server Standard Availability - Small Package Yearly Fee | \$30,000.00 |
| | Esri Managed Services with ArcGIS for Server Standard Availability - Medium Package Yearly Fee | \$42,000.00 |
| | Esri Managed Services with ArcGIS for Server Standard Availability - Large Package Yearly Fee | \$54,000.00 |
| 21 | Advanced Packages with ArcGIS for Server software | |
| | Esri Managed Services Setup Fee: Advanced Availability - Small Package | \$10,000.00 |
| | Esri Managed Services Setup Fee: Advanced Availability - Medium Package | \$14,000.00 |
| | Esri Managed Services Setup Fee: Advanced Availability - Large Package | \$18,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Availability - Small Package Monthly Fee | \$4,300.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Availability - Medium Package Monthly Fee | \$6,300.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Availability - Large Package Monthly Fee | \$8,300.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Availability - Small Package Quarterly Fee | \$12,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Availability - Medium Package Quarterly Fee | \$18,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Availability - Large Package Quarterly Fee | \$24,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Availability - Small Package Yearly Fee | \$36,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Availability - Medium Package Yearly Fee | \$60,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Availability - Large Package Yearly Fee | \$84,000.00 |
| 21 | Advanced Plus Packages with ArcGIS for Server Software | |
| | Esri Managed Services Setup Fee: Advanced Plus Availability - Small Package | \$20,000.00 |
| | Esri Managed Services Setup Fee: Advanced Plus Availability - Medium Package | \$23,000.00 |
| | Esri Managed Services Setup Fee: Advanced Plus Availability - Large Package | \$26,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Plus Availability - Small Package Monthly Fee | \$6,300.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Plus Availability - Medium Package Monthly Fee | \$8,300.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Plus Availability - Large Package Monthly Fee | \$10,300.00 |

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| | Esri Managed Services with ArcGIS for Server Advanced Plus Availability - Small Package Quarterly Fee | \$18,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Plus Availability - Medium Package Quarterly Fee | \$24,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Plus Availability - Large Package Quarterly Fee | \$30,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Plus Availability - Small Package Yearly Fee | \$60,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Plus Availability - Medium Package Yearly Fee | \$84,000.00 |
| | Esri Managed Services with ArcGIS for Server Advanced Plus Availability - Large Package Yearly Fee | \$108,800.00 |
| 21 | Optional Items for Basic Packages | |
| | Esri Managed Services Option: Additional Data Storage (up to 5TB) Setup Fee | \$1,000.00 |
| | Esri Managed Services Option: Additional Data Storage (per 1TB) Monthly Fee | \$300.00 |
| | Esri Managed Services Option: Additional Server Capacity Setup Fee | \$500.00 |
| | Esri Managed Services Option: Additional Server Capacity Monthly Fee | \$500.00 |
| | Esri Managed Services Option: System Backup - Single system snapshot for up to 1 TB (per backup) | \$1,200.00 |
| 21 | Optional Items for Standard and, Advanced and Advanced Plus Packages | |
| | Esri Managed Services Option: Server Auto-Scaling Setup - Setup Fee | \$1,200.00 |
| | Esri Managed Services Option: Additional Server Capacity - Setup Fee | \$500.00 |
| | Esri Managed Services Option: Additional Server Capacity - Monthly Fee | \$500.00 |
| | Esri Managed Services Option: Additional Data Storage (up to 5TB) - Setup Fee | \$1,000.00 |
| | Esri Managed Services Option: Additional Data Storage (per 1TB) - Monthly Fee | \$300.00 |
| | Esri Managed Services Option: Data Updates (up to 100 GB) Per Update | \$1,200.00 |
| | Esri Managed Services Option: Single Web Application Update - Per Update | \$1,200.00 |
| | Esri Managed Services Option: Database Backups - Monthly Fee | \$400.00 |
| | Esri Managed Services Option: Database Instance - Setup Fee | \$500.00 |
| | Esri Managed Services Option: Database Instance - Monthly Fee | \$2,000.00 |



ATTACHMENT B

TIME AND MATERIALS RATE SCHEDULE

Effective September 30, 2015

Hourly time and materials labor rates have been provided for each labor category below. The hourly labor rates for services that are performed after October 1, 2016 may be escalated in an amount not to exceed five percent (5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

Esri reserves the right to provide fixed price quotations for professional services requests that require deliverables other than hours. Work performed under fixed price orders will require additional terms and conditions and will be invoiced monthly based on percentage completed.

GIS Technical Specialist/Engineer (S1)

Hourly Rate: \$240

Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software documentation according to design specifications developed by senior technical staff described below. As a group, these staff members are experienced in the coding of software and the creation of digital databases, as well as in software development associated with Esri's commercial off-the-shelf (COTS) software products; web, desktop, or server software development languages; geospatial data formats; and other technologies. These individuals also develop effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

GIS System/Software Developer (S2)

Hourly Rate: \$310

Staff members in this labor category support the design of technical project specifications for the implementation of application software projects and database development projects. They support the day-to-day technical activities of the project team and ensure that standard system methodologies are employed. They also perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of complex and strategic portions of application software and database conversion projects. As a group, these staff members are proficient in Esri COTS software products; web, desktop, and server software development languages; geospatial data formats; and other technologies. These staff members design and develop QA/QC programs and support design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle.

Senior GIS System/Software Architect (S3)

Hourly Rate: \$376

Staff members in this labor category provide the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life cycle methodologies to programs/projects. These individuals are actively involved in systems architecture design, application software design, database process design, and the directing of coding development including the supervision of design and code reviews. These staff members may serve as principal investigators in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of geographic information system (GIS) applications and related information technologies and may also provide specific expertise in areas such as web-based software applications, service-oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient with Esri COTS software products; software and database design methodologies; web, desktop, and server software development languages; geospatial data formats; and other technologies.

GIS Consultant/Project Manager (M1)**Hourly Rate: \$293**

Staff members in this labor category provide day-to-day consulting and management for contracted projects within Esri. These individuals work under the guidance of senior Esri managers described herein and support the design and implementation of project work plans. These staff members may provide consulting services and design and management support to software application development projects and database conversion projects. They may also conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules. These individuals work with Esri administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior GIS Consultant/Project Manager (M2)**Hourly Rate: \$365**

Staff members in this labor category work as project managers or project advisers, providing strategic consulting and project management activities for GIS and information technology (IT) projects. These staff members have market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars development, requirements definition, application and database design, and system integration. Management activities may include defining project requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These individuals may also design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules.

Principal GIS Consultant/Program Manager (M3)**Hourly Rate: \$476**

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and IT projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definitions, application and database design, and system integration. Management activities may include defining program requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support successful project completion.

GIS Database Specialist/Analyst (DB)**Hourly Rate: \$207**

Staff members in this labor category provide database development support in creating cartographic and digital data products. These staff members have expertise that includes the performance of hard copy to digital data conversion tasks, data migration, and translation activities utilizing advanced processing techniques in ArcGIS. These individuals design, develop, and implement efficient production tools and workflows in accordance with approved project plans and design parameters.

1. DEFINITIONS

"**Commercial Off-the-Shelf Software**" or "**COTS Software**" means all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.

"**Map Data**" means any digital dataset(s) including geographic, vector data, coordinates, raster, or associated tabular attributes supplied by either party for use in the performance of this Addendum.

"**Services**" means consulting support being performed by Esri on a time and materials basis in exchange for compensation from Customer.

"**Services Output**" means any work product produced by Esri as a result of Services provided under this Addendum. Services Output can include, but is not limited to, reports, training materials, and custom software code.

"**Services Package(s)**" means a predefined unit of Services provided at a firm fixed price, as stated in Esri's proposal.

2. OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Addendum, Esri owns and retains all rights, title, and interest in Services Output. Subject to the terms and conditions in this Addendum, Esri grants to Customer a nonexclusive, irrevocable, royalty-free, worldwide license to use, modify, and/or reproduce Services Output in connection with Customer's authorized use of Esri's COTS Software.

3. PATENTS AND INVENTIONS

Esri and Customer will retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors ("Inventors") during the term of this Addendum. Esri and Customer will jointly own any Inventions made or conceived jointly by Inventors from both parties. Where Inventions are jointly owned, each joint owner will share equally the costs of acquiring protection for the Inventions and furnish the other joint owner with assistance reasonably required for acquiring protection. Neither Esri nor Customer may license, transfer, or sell its interest in jointly owned Inventions without the written consent of the other party, which will not be unreasonably withheld.

4. COMPENSATION

Esri will perform and invoice Services on a firm fixed price basis, and the deliverable will be consultation time. Esri will invoice Customer for all Services Packages ordered upon receipt of a valid Customer Purchase Order/ordering document. The Purchase Order/ordering document will confirm the quantity and price of the Services Packages ordered, as described in Esri's proposal or quotation, and will reference Customer acceptance of this terms and conditions document. Esri standard payment terms are net 45 days from receipt of an Esri invoice. Payment will be made to the Esri address identified on the Esri invoice. For Services provided beyond the period of performance proposed in a new calendar year, Esri reserves the right to increase the Services Package price in accordance with Esri's most current price schedule. Esri's obligation for completion of the Services proposed is limited to the hours /days proposed within a specific Service Package. Should the client requests modifications that substantially change the scope, or warrant additional work, then Esri will either quote additional packages or stop work at the direction of the client. Should Esri choose to stop work, it will do so without penalty. If modifications to a statement of work impact the scope and specifications, both parties shall document the change in writing to amend the Purchase Order/ordering document, as mutually agreed. Unused labor hours or travel remaining after the performance of a Services Package will expire and not be available for performance at a later date. If funded Services Packages have not been performed within twelve (12) months of the Esri invoice date, the Services Package will expire, and no refund will be provided. Any amendment to the Purchase Order/ordering document to add Services Packages will not affect the rights or obligations of the parties under this Addendum unless specifically detailed and mutually agreed upon in writing.

5. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

Esri warrants for a period of ninety (90) days from the date of performance that Services will substantially conform to, (1) the agreed upon specifications of a Task Order, PO or other ordering document and (2) the professional and technical standards of the software industry. If Services do not substantially conform to these standards, Customer may require Esri to reperform Services at no additional cost to Customer. Services Output is provided as is without warranty of any kind.

Disclaimer of Warranties. With the exception of the limited warranty set forth in this Article, Esri disclaims and this Addendum expressly excludes all other warranties, express or implied, oral or written, including, without limitation, any and all warranties of merchantability or fitness for a particular purpose.

In addition to and without limiting the preceding paragraph, Esri does not warrant in any way Map Data. Map Data may not be free of nonconformities, defects, errors, or omissions; be available without interruption; or meet Customer's needs or expectations. Customer should not rely on any Map Data unless Customer has verified Map Data against actual data from documents of record, field measurement, or observation.

6. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

In no event will Esri be liable to Customer for procurement of substitute goods or services; lost profits; lost sales; business expenditures; investments; business commitments; loss of goodwill; or any indirect, special, exemplary, consequential, or incidental damages arising out

of or related to this Addendum, however caused or under any theory of liability, even if Esri has been advised of the possibility of such damages.

Esri's total cumulative liability for services performed remotely under this Addendum from all causes of action of any kind, will in no event exceed one and a half times the amount actually paid by Customer for services under this Addendum from which the liability directly arose. If any services are performed on Customer premises the cumulative liability under this Addendum for property damage, personal injury or bodily harm arising out of the negligence or willful misconduct of Esri personnel, shall be capped at the lesser of \$500,000 per occurrence or the maximum amount of Esri's aggregated liability coverage.

7. CONFIDENTIALITY

Services Output is Esri confidential information, and Customer will preserve and protect the confidentiality of Services Output. Customer agrees not to reverse engineer or decompile custom software delivered in object code, executable code, or similar formats (collectively, "Secure Formats"). For custom software delivered in source code or other human-readable formats, Customer will have met its obligations under this provision if its disclosure of custom software is limited to custom software in Secure Formats, provided that the means for reverse engineering, decompiling, or disassembling the custom software is withheld from such disclosure, and the person or entity in receipt of the custom software similarly agrees not to perform the prohibited acts described above or allow others to do so.

Except as provided in the preceding paragraph, Customer will not disclose Services Output to third parties without the advance written consent of Esri. Customer may make disclosures as required to meet its business needs to the extent reasonably required to allow Customer to use Services Output in a manner authorized under the applicable software licenses. Before disclosing all or any portion of Services Output to employees or third parties as permitted in the preceding sentence, Customer will inform its employees or third parties of the obligations in this Addendum and obtain their agreement to be bound by them. Customer must comply with Article 8 in making any permitted disclosures.

8. EXPORT CONTROLS

Customer must comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Customer expressly acknowledges and agrees not to export, reexport, transfer, or release Services Output, in whole or in part, to (i) any US embargoed country (including to a resident of any US embargoed country); (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Lists of Parties of Concern; or (iv) any person or entity where such export, reexport, or provision violates any US export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to US export laws.

9. GENERAL PROVISIONS

9.1 Nonsolicitation. Neither party will directly solicit for hire any employee of the other party who is associated with Services called for under this Addendum during, and for a period of one (1) year after, project completion. In the event this provision is breached, liquidated damages equal to twelve (12) months of the employee's compensation, plus any legal expenses associated with the enforcement of this provision, will be paid by the breaching party to the aggrieved party. The foregoing will in no way restrict the parties from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

9.2 Taxes. Services are quoted exclusive of all state, local, value-added, or other taxes; customs; duties; or other charges (other than income taxes payable by Esri). In the event such taxes and/or charges become applicable to Esri's Services or Services Output, Customer will pay the applicable tax upon receipt of written notice that it is due.

9.3 UCC Inapplicability. Services provided under this Addendum will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of UCC.

9.4 Order of Precedence. These terms and conditions will take precedence over any Customer terms and conditions included in Customer ordering or authorizing documents, such as purchase orders. Any additional terms or conditions in Customer ordering or authorizing documents will be void and may be incorporated into this Addendum only by written amendment signed by both parties.

9.5 Equitable Relief. Customer agrees that any breach of this Addendum by Customer may cause Esri irreparable damage. In the event of a breach, in addition to any and all remedies at law, Esri will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms without the requirement of posting a bond or undertaking or proving injury as a condition of relief.

9.6 Governing Law. This Addendum will be governed by and construed in accordance with the laws of the State of Michigan without reference to its conflict of laws principles.

9.7 Entire Agreement. This Addendum is the agreement of the parties for Services. In the event of a conflict between the terms of the Master Purchase Agreement, customer ordering documents (purchase orders) and the terms of this Addendum, the terms of the Master Purchase Agreement shall control.

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

May 11, 2011

NOTICE
OF
CONTRACT NO. 071B1300270
between
THE STATE OF MICHIGAN
and

| | | |
|---|----------------------------|---|
| NAME & ADDRESS OF CONTRACTOR | | TELEPHONE 651-454-0600 x 8333 Frank Baxter |
| Environmental Systems Research Institute, Inc. (Esri) 380 New York Street Redlands, CA 92373-8100 Email: fbaxter@esri.com | | CONTRACTOR NUMBER/MAIL CODE |
| | | BUYER/CA (517) 373-3993 Joe Kelly |
| Contract Compliance Inspector: Karen Ryan Software Maintenance and Support | | |
| CONTRACT PERIOD: 5 yrs. + 2 one-year options From: January 1, 2011 To: December 31, 2015 | | |
| TERMS N/A | SHIPMENT N/A | |
| F.O.B. N/A | SHIPPED FROM N/A | |
| MINIMUM DELIVERY REQUIREMENTS N/A | | |
| MISCELLANEOUS INFORMATION: | | |

THIS CONTRACT IS EXTENDED TO ALL LOCAL UNITS OF GOVERNMENT

TOTAL ESTIMATED CONTRACT VALUE: \$3,500,000.00

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B1300270
between
THE STATE OF MICHIGAN
and

| | | |
|--|----------------------------|--|
| NAME & ADDRESS OF CONTRACTOR | | TELEPHONE 651-454-0600 x 8333 Frank Baxter |
| Environmental Systems Research Institute, Inc. (Esri) 380 New York Street Redlands, CA 92373-8100 | | CONTRACTOR NUMBER/MAIL CODE |
| Email: fbaxter@esri.com | | BUYER/CA (517) 373-3993 Joe Kelly |
| Contract Compliance Inspector: Karen Ryan Software Maintenance and Support | | |
| CONTRACT PERIOD: 5 yrs. + 2 one-year options From: January 1, 2011 To: December 31, 2015 | | |
| TERMS N/A | SHIPMENT N/A | |
| F.O.B. N/A | SHIPPED FROM N/A | |
| MINIMUM DELIVERY REQUIREMENTS N/A | | |
| MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of RFP-DR-084R0200122, this Contract and the Contractor's quote. In the event of inconsistency between any provisions of this Contract, such inconsistencies will be resolved by giving precedence in accordance with Article 2, Section 2.006 of this Contract. Estimated Contract Value: \$3,500,000.00 | | |

THIS IS NOT AN ORDER: Orders for delivery will be issued directly by the Department of Technology, Management and Budget through the issuance of a Purchase Order Form.
All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:

Environmental Systems Research Institute, Inc.

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Natalie Spaniolo, Acting Director

Name/Title

DTMB Purchasing Operations

Division

Date



**STATE OF MICHIGAN
Department of Technology, Management and Budget
Purchasing Operations**

Contract Number: 071B1300270
**Closed Source Maintenance and Support –
GeoSpatial Software Products, Services and Maintenance, Support and Training
Michigan Department of Technology, Management and Budget**

Buyer Name: Joe Kelly
Telephone Number: (517) 373-3993
E-Mail Address: kellyj11@michigan.gov



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Article 1 – Statement of Work (SOW)

1.000 Project Identification/Scope

The purpose of this Contract is to provide the Covered Geographic Information System (GIS) Software, Data, Web Services, Maintenance and Support, Training and Associated Services defined in Section 1.100 for the Michigan Department of Technology, Management and Budget (DTMB), Agency Services, Center for Shared Solutions and Technology Partnerships (CSSTP).

1.100 Scope of Work and Deliverables

Covered Software

The GIS Product List is included in Exhibit B. The product list includes but is not limited to the following:

Site Licenses:

Desktop GIS

- ArcInfo
- ArcEditor
- ArcView 10 .x
- ArcGIS extensions: ArcGIS Spatial Analyst, ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcScan for ArcGIS, ArcGIS Military Analyst, Maplex for ArcGIS, and ArcGIS Network Analyst, ArcGIS Tracking Analyst.

Server GIS

- ArcGIS Server - Enterprise Advanced with Spatial, 3D, and Network Extensions (no data included with Network Extension) (Note: Workgroup is included in EDN for Education)
- ArcIMS
- ArcIMS Route Server (By request only. Data is not included and must be purchased separately.)

Developer GIS

Mobile GIS

- ArcPad Application Builder including ArcPad. (The ArcPad 7.1 release includes a StreetMap Premium Tele Atlas North America [US and Canada] DVD).

Business GIS

- BusinessMAP 4.5
- ArcLogistics Route (with data)

Other GIS Software

- MapObjects-Windows Edition
- MapObjects-Java Edition
- Production Line Tool Set (PLTS) for ArcGIS-Mapping Agency Solution

ArcView 3.x Products

- ArcView 3.x (for Windows)
- ArcView 3.x extensions: ArcView Spatial Analyst, ArcView Network Analyst, ArcView 3D Analyst, ArcPress for ArcView, and StreetMap 1.1
- ArcView Tracking Analyst 1.x (by request only)

Cartographic Production

- Maplex (1)
- Military Overlay Editor (1)



- Production Line Tool Set (PLTS) for ArcGIS, GIS Data ReViewer, Map Production System—Atlas, Job Tracking for ArcGIS (JTX) (either 1 or 2),
- Job Tracking for ArcGIS Server (either 4 or 5 and 7)

Web Services

- ArcGIS Online Standard Services

Data

- ESRI Data & Maps
- ESRI Data
- Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Tapestry Segmentation
- Address Coder
- Sourcebook•America
- ArcGIS Data Appliance
- StreetMap Premium

Contractor must provide software maintenance and support services defined in this Section to the State for the Covered Software while the annual maintenance fee for the Current Release of the particular Covered Software is in effect and paid in full in accordance with the terms and conditions of Contractor's Exhibit A (with its Exhibit 1), Exhibit C (with its attachments) and Exhibit D.

The State reserves the right to purchase additional software licenses, training, services, maintenance and support in accordance with the terms and conditions provided in Contractor's Exhibits to this Agreement." Software Maintenance & Support Services

Contractor must provide software maintenance for the installed version and on all future software updates licensed to the State in accordance with the terms provided in Exhibit D, entitled, Esri US Software Maintenance Program.

Provided that the State shall be current on its Covered Software maintenance, Contractor shall provide Upgrades to the standard version of the Covered Software at no additional cost to the State. Upgrades shall mean updated, upgraded, or revised versions of the Covered Software which may include error corrections and other enhancements that Contractor makes generally available to its customers at no additional charge. Upgrades shall not include any new releases which contain substantially new or different functionality created as the result of software product combinations.

Contractor will use reasonable efforts to correct any failure in the Covered Software identified by the State in writing. The Contractor must notify the State of any material errors or defects in the products licensed to the State, or made known to Contractor from any source during the Contract term that could cause the production of inaccurate, or otherwise materially incorrect, results and shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.

Software Maintenance & Support Services will be provided by Contractor in accordance with the terms and conditions in Exhibit D, ESRI U.S. Standard Software Maintenance. Where any discrepancy or conflict of terms or where otherwise silent with regard to Software Maintenance & Support Services the terms and conditions of Exhibit D, ESRI U.S. Standard Software Maintenance shall prevail for all interpretations.

- Maintenance of the software
 - Existing software
 - Purchased Esri software



- Support
 - Help Desk
 - Technical
 - a. Maintenance programs commence at the end of the warranty period.
 - b. All maintenance is performed by qualified personnel familiar with the installed software.
 - c. Remote diagnostic capabilities are provided.
 - d. Maintenance is available on an annually renewable contract.
 - e. The software maintenance program includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining an annually renewable software support contract.
 - f. Calls for service will be returned within 2 hours.
 - g. A Web-enabled help desk interface is provided at no additional cost.
 - h. The State will be provided with information on software problems encountered at other locations, along with the solution to those problems, when such information is relevant to State software.
 - i. Support is provided for superseded releases and back releases still in use by the State.
 - j. For the first year and all subsequent Contract years, the following services are provided for the current version and one previous version of any Software provided with the deliverables, commencing upon installation of the deliverables or delivery of the Software:
 - 1. **Error Correction.** Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
 - 2. **Material Defects.** The State will be notified of any material errors or defects in the deliverables known, or made known to Contractor from any source during the Contract term that could cause the production of inaccurate, or otherwise materially incorrect, results and shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
 - 3. **Updates.** All new releases and bug fixes (collectively referred to as “Changes”) for any software deliverable developed or published by Contractor and made generally available to its other customers at no additional charge will be provided to the State at no additional charge.

Software Maintenance Services

Contractor must provide software maintenance services and a support telephone number to call for help on the Covered Software. The support number shall be in operation during State business hours, Monday through Friday, (excluding State and Contractor's holidays). Maintenance Services shall also include a minimum response time of 4 hours via Contractor's toll-free phone number, Internet or e-mail to an authorized State staff. Maintenance Services shall be in accordance with Contractor's U.S. Standard Software Maintenance Program as provided in Exhibit D of this Contract.

Training

Contractor will provide Training and Documentation as needed. The training that may be requested is, but not limited to, Trainer Led Training or Virtual Campus Training.

- Upgrades and new versions to the system that affect end-user functionality include training at no additional cost (e.g. classroom or online training, training flier, release features, etc.)
- Training is provided in a variety of formats for product installation, use, and administration for a variety of levels (e.g. basic, advanced, refresher, etc.)
- Training and Training Materials that meet the prevailing Marketplace Best Practices in Software, Systems, Implementation, Maintenance and Training.

Note: The State may not make copies of any of the training manuals, training plans and other documentation provided by Contractor unless a separate licensing agreement has been agreed upon between the State and Contractor.



Professional Services

Professional services will be provided on a time and materials and/or firm fixed price basis in accordance with Exhibit C - E600M entitled Custom Software, Technical Data, and Assistance License Addendum (E600 06/14/2010) hereinafter referenced as "Exhibit C - Addendum E600M".

1.200 Roles and Responsibilities

1.201 STATE OF MICHIGAN CONTRACT COMPLIANCE INSPECTOR

The Contract Compliance Inspector is responsible to monitor Contract activities on a daily basis.

| Name | Agency/Division | Title |
|------------|----------------------------|-----------------|
| Karen Ryan | DTMB/Agency Services/CSSTP | Project Manager |

1.202 STATE OF MICHIGAN PROJECT MANAGER

The Project Manager will oversee the project:

| Name | Agency/Division | Title |
|------------|----------------------------|-----------------|
| Karen Ryan | DTMB/Agency Services/CSSTP | Project Manager |

State of Michigan Project Manager

The State's Project Manager will provide, but not limited to, the following services, if applicable:

- Provide State facilities, as needed
- Coordinate the resources necessary for the project
- Facilitate coordination between various external contractors
- Facilitate communication between different State departments/divisions
- Provide acceptance and approval of deliverable/milestone
- Review and approve timesheets and invoices
- Resolve project issues
- Resolve deviations from project plan
- Escalate outstanding/high priority issues
- Utilize change control methodology
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions

1.203 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

The Contractor will identify a Single Point of Contact (SPOC). The Contractor must provide a single-point of contact to interface with the State and the Contractor. The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.

The SPOC is:

Frank Baxter
 880 Blue Gentian Rd, Suite 200
 St Paul, MN 55121-1670
 Phone: 651-454-0600 x 8333
 Cell: 612-963-9346
 Fax: 651-454-0705
 Email: fbaxter@esri.com



For Professional services engagements, the name of the designated Esri Program Manager will be stated in the executed Statement of Work or Purchase order. For specific project engagements, the Contractor will provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance with a specific Statement of Work (SOW) requests shall be made in writing to by the State.

On Site Work Requirements

1. Location of Work

The location of work to be performed shall be specified in a corresponding Statement of Work.

2. Hours of Operation:

- a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay or State non-paid weekdays.

3. Travel:

- a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.

1.300 Compensation and Payment

1.301 COMPENSATION AND PAYMENT

Method of Payment

Maintenance Payment

Maintenance and support charges will be paid annually, in advance, consistent with current practices as defined in Exhibit D and priced in Exhibit B.

All Products and Maintenance pricing will based upon the terms and conditions provided in Exhibit B, Price List.

Professional services will be provided on a firm fixed price and/or a time and materials basis in accordance with Exhibit C - Addendum E600M, Article 8

The Price List is included in **Attachment B**.

Invoices

Contractor will submit properly itemized invoices to "Bill To" Address on the Purchase Order. Incorrect or incomplete invoices will be returned to Contractor.

Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number on all documents
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each Covered Software module;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and



- Payment terms of net forty-five (45) days from date of receipt of Invoice. Including any available prompt payment discounts.

Invoicing for Professional services shall be in accordance with Exhibit C - Addendum E600M, Article 8 – Compensation; Invoices.

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. and travel time. Contractor must obtain advanced written approval for reimbursement of any expenses.

1.302 TAX EXCLUDED FROM PRICE

Sales Tax: The State is exempt from sales tax for direct purchases. The Bidder's prices must not include sales tax. Purchasing Operations will furnish exemption certificates for sales tax upon request.

Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.400 Project Management

1.401 ISSUE MANAGEMENT

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget. The process for managing issues shall be clearly defined in each subsequent Statement of Work /Task Order.

1.402 RISK MANAGEMENT – DELETED NA

1.403 CHANGE MANAGEMENT

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The Contractor must employ change management procedures to handle such things as "out-of-scope" requests or changing business needs of the State for the duration of the Contract. The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability. The State also employs change management in its administration of the Contract



Article 2 - Terms and Conditions

2.000 Contract Structure and Term

2.001 CONTRACT TERM

This Contract is for a period of five (5) years beginning October 1, 2010 through September 30, 2015 (the "Initial Term"). Upon expiration of the Initial Term, Contractor may update the pricing no more than once each calendar year by written notice to the State. All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in Section 2.150 of the Contract, unless otherwise extended under the Contract by mutual agreement of the parties. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

2.002 OPTIONS TO RENEW

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two (2) additional one (1) year periods.

2.003 LEGAL EFFECT

Contractor accepts this Contract by signing two copies of the Contract and returning them to the Purchasing Operations. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State shall not be liable for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract or Change Order has been approved by the State Administrative Board (if required), signed by all the parties and a Purchase Order against the Contract has been issued.

2.004 ATTACHMENTS & EXHIBITS

All Attachments, Exhibits and Addenda affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 ORDERING

The State must issue an approved written Purchase Order or Blanket Purchase Order to procure any Services/Deliverables under this Contract. Professional Services orders will also require the execution of a Task Order in accordance with Exhibit C – Addendum E600M, Article 2 – Task Orders and Project Schedule. All orders are subject to the terms and conditions of this Contract and Article 7 of Exhibit F and Article 1 of Exhibit C – Addendum E600M. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are specifically contained in that Purchase Order or Blanket Purchase Order's accompanying Statement of Work.

2.006 ORDER OF PRECEDENCE

Excluding Contractor's Supplemental Terms and Conditions, the Contract, including any Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter.

Contractor Supplemental Terms and Conditions:

Unique terms and conditions provided by Contractor or Contractor's vendors or third party suppliers of Data, Web Services and other online services are excluded from the Order of Precedence of terms, definitions and General Provisions of this Contract. Contractor's vendor or third party terms and conditions, include, but are not limited to "Redistribution Rights", "Tele Atlas Use Of Data", Esri General Web Site and Service Terms",



“Supplemental Terms Of Use For Microsoft Bing Maps Services”, “Business Analyst Online Subscription Agreement”.

Contract Documents: The documents listed below are shown in descending order of priority, that is, the highest priority is given to the first listed document number 1.

- 1- **State Contract**, Article(s) 1 and 2,
- 2- **Exhibit A-** E200, entitled “General License Terms and Conditions” including its Exhibit 1 E300, entitled “Scope of Use”.
- 3- **Exhibit F-** E500, entitled, “State and Local MPA Terms and Conditions”.
- 4- **Exhibit B-** Price List.
- 5- **Exhibit C-** E600M entitled, “Custom Software, Technical Data and Assistance License Addendum. Including all applicable attachments (Attachment A- Sample Task Order Document and Attachment B- Time and Material Rate Schedule), herein referenced as Exhibit C – Addendum E600M.
- 6- **Exhibit D-** entitled, “ESRI U.S. Software Maintenance Program”.
- 7- **Exhibit E-** E-207, entitled, “Training Terms and Conditions.”

2.007 HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 FORM, FUNCTION & UTILITY

If the Contract is for use of more than one State agency and if the Deliverable/Service does not the meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 REFORMATION AND SEVERABILITY

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is held to be unenforceable; such provision shall be reformed only to the extent necessary to make the intent of the language enforceable. Any disclaimer of consequential damages shall survive a finding that the limited remedies failed of their essential purpose.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 NO WAIVER OF DEFAULT

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 SURVIVAL

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties’ respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.



2.020 Contract Administration

2.021 ISSUING OFFICE

This Contract is issued by the Department of Technology, Management and Budget, Purchasing Operations and the Department of Human Services (collectively, including all other relevant State of Michigan departments and agencies, hereinafter referred to as either the "State" or "Licensee" or "Authorized Agencies"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The Purchasing Operations Contract Administrator for this Contract is:

Joe Kelly, Buyer
Purchasing Operations
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Kellyj11@michigan.gov
517.373-3993

2.022 CONTRACT COMPLIANCE INSPECTOR

The Director of Purchasing Operations directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. Purchasing Operations is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract. The Contract Compliance Inspector for this Contract is:

THE CONTRACT COMPLIANCE INSPECTOR FOR THE STATE IS IDENTIFIED IN SECTION 1.202.

2.023 PROJECT MANAGER

The project Manager for the State is identified in Section 1.202.

2.024 CHANGE REQUESTS

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, Contractor shall provide a detailed outline of all work to be done, including tasks necessary to accomplish the Additional Services/Deliverables, timeframes, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly before commencing performance of the requested activities it believes are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables and not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such Services or providing such Deliverables, the Contractor shall notify the State in writing that it considers the Services or Deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing



that Service or providing that Deliverable. If the Contractor does so notify the State, then such a Service or Deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

Change requests for Professional Services work shall be in accordance with the provisions as referenced in Exhibit C- Addendum E600M, Article 7 - Changes to Scope of Work.

(1) Change Request at State Request

If the State requires Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

(2) Contractor Recommendation for Change Requests:

Contractor shall be entitled to propose a Change to the State, on its own initiative, should Contractor believe the proposed Change would benefit the Contract.

(3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal shall include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

(4) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(5) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Technology, Management and Budget, Purchasing Operations.

(6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 NOTICES

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.



State: State of Michigan
Purchasing Operations
Attention: [Gregory Faremouth](#)
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:
Name: Environmental Systems Research Institute, Inc.
Address: 380 New York St.
Redlands, CA 92373
Attn: Contracts Department

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 BINDING COMMITMENTS

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon giving written notice.

2.027 RELATIONSHIP OF THE PARTIES

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors shall be deemed to be an employee, agent or servant of the State for any reason. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 COVENANT OF GOOD FAITH

Each party shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties shall not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 ASSIGNMENTS

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

2.030 General Provisions

2.031 MEDIA RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 CONTRACT DISTRIBUTION

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

**2.033 PERMITS**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 WEBSITE INCORPORATION– DELETED NA**2.035 FUTURE BIDDING PRECLUSION - DELETED NA****2.036 FREEDOM OF INFORMATION**

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 DISASTER RECOVERY

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will endeavor to provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions**2.041 PRICES FOR SERVICES/DELIVERABLES**

Each Statement of Work and Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables,. The State may make progress payments to the Contractor based upon the requirements of a specific Statement of Work, but not more frequently than monthly, in accordance with the provisions as specified in Addendum E600M, Article 8 – Compensation; Invoices.

2.042 ADJUSTMENTS FOR REDUCTIONS IN SCOPE OF SERVICES/DELIVERABLES

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope and agree upon a mutually negotiated time frame to perform such services in accordance with the provisions of Article 6 – Changes to Scope of Work of Exhibit C- Addendum E600M.

2.043 SERVICES/DELIVERABLES COVERED

The State shall not be obligated to pay any amounts in addition to the charges specified in this Contract for all Services/Deliverables to be provided by Contractor and its Subcontractors, unless changes have been authorized subject to the change order provisions in this Contract.

2.044 INVOICING AND PAYMENT – IN GENERAL

- (a) Each Statement of Work and resulting Purchase Order issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment amounts.
- (b) Each Contractor invoice shall show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Professional Services shall be provided in accordance with the terms of Article 8 – Compensation; Invoices of Exhibit C –Addendum E600M.
- (c) Correct invoices shall be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.



- (d) All invoices should reflect actual work done. Specific details of invoices and payments shall be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity shall occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) shall mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 PRO-RATION

To the extent there are Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 ANTITRUST ASSIGNMENT

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 FINAL PAYMENT

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor shall it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 ELECTRONIC PAYMENT REQUIREMENT

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment shall be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 EMPLOYMENT TAXES

Contractor shall collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 SALES AND USE TAXES

Contractor shall register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization"



means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 CONTRACTOR PERSONNEL QUALIFICATIONS

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 CONTRACTOR KEY PERSONNEL – DELETED NA

2.063 RE-ASSIGNMENT OF PERSONNEL AT THE STATE'S REQUEST

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service shall not be counted for a time as agreed to by the parties.

2.064 CONTRACTOR PERSONNEL LOCATION

All staff assigned by Contractor to work on the Contract shall perform their duties either primarily at Contractor's offices and facilities or at State facilities. Remote support, if applicable, shall be at the discretion of Contractor and shall be furnished from the location best equipped to meet the needs of the specific project. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 CONTRACTOR IDENTIFICATION

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 COOPERATION WITH THIRD PARTIES

Contractor agrees that its personnel and the personnel of any Subcontractors (if applicable) will cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor shall provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, non-proprietary systems and facilities to the extent the access relates to activities specifically associated with this Contract and shall not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 CONTRACT MANAGEMENT RESPONSIBILITIES

Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. The Contractor shall provide the Services/Deliverables



directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor shall act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.068 CONTRACTOR RETURN OF STATE EQUIPMENT/RESOURCES

The Contractor shall return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor

2.071 CONTRACTOR FULL RESPONSIBILITY

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State shall consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 STATE CONSENT TO DELEGATION

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Technology, Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State shall agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal.

2.073 SUBCONTRACTOR BOUND TO CONTRACT

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The management of any Subcontractor shall be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State shall not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200** in all of its agreements with any Subcontractors.

2.075 COMPETITIVE SELECTION

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.



2.080 State Responsibilities

2.081 EQUIPMENT

The State shall provide only the equipment and resources identified in the Statement of Work and other Contract Exhibits.

2.082 FACILITIES

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it shall not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 BACKGROUND CHECKS

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results shall be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations shall include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks shall be initiated by the State and shall be reasonably related to the type of work requested.

All Contractor personnel shall also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel shall be expected to agree to the State's security and acceptable use policies before the Contractor personnel shall be accepted as a resource to perform work for the State. It is expected the Contractor shall present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff shall be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 SECURITY BREACH NOTIFICATION

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State shall cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI DATA SECURITY REQUIREMENTS

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.



The Contractor shall contact the Department of Technology, Management and Budget, Financial Services immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, shall be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.

Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor shall continue to treat cardholder data as confidential upon contract termination.

The Contractor shall provide the Department of Technology, Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor shall advise the Department of Technology, Management and Budget, Financial Services of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor shall provide a time line for corrective action.

2.100 Confidentiality

2.101 CONFIDENTIALITY

Contractor and the State each acknowledge that the other possesses and shall continue to possess confidential information that currently exists or has been developed or received by the other.. As used in this Section, "Confidential Information" of Contractor must mean all any information considered by the Contractor to be proprietary which may include by way of example, but not limited to, patent applications, techniques, methodologies, sketches, drawings, models, inventions, know-how, trade secrets, processes, algorithms, source code, software source documents, formulae, data models, object models, software technology and tools, information concerning research, experimental and development work, design details, unpublished specifications and engineering information, financial information, pricing, customer lists, sales and marketing plans, and business forecasts, etc., which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is so marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 PROTECTION AND DESTRUCTION OF CONFIDENTIAL INFORMATION

For a period of three (3) years after disclosure by either party, the State and Contractor shall each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State shall (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party shall limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At either party's request, any employee of Contractor and of any Subcontractor or Authorized Agency of the State having access or continued access to Confidential Information may be required to execute an acknowledgment that the employee or Authorized Agency has been advised of the obligations under this Section to protect the Confidential Information from unauthorized use or disclosure.



Promptly upon termination or cancellation of the Contract for any reason, the State and Contractor must certify to the other that each has destroyed all Confidential Information.

Confidentiality of Deliverables and Services Output for Professional Services Engagements shall be in accordance with the provisions as referenced in. Exhibit C- Addendum E-600 entitled Custom Software, Technical Data and Assistance License Addendum, Article 5.

2.103 EXCLUSIONS

Notwithstanding the foregoing, the provisions in this Section shall not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section shall not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 NO IMPLIED RIGHTS

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 RESPECTIVE OBLIGATIONS

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 INSPECTION OF WORK PERFORMED

The State's authorized representatives shall at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress subject to the ownership provisions as referenced in Esri's Exhibit C- Addendum E-600 entitled "Custom Software, Technical Data and Assistance License Addendum, Article 3. Upon 10 Days prior written notice and at all reasonable times, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the non-proprietary systems or facilities. Contractor shall provide all reasonable facilities and assistance for the State's representatives.

2.112 EXAMINATION OF RECORDS

For one (1) year after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. Audits shall be during normal business hours and shall exclude records pertaining to general, administrative, overhead, and profit expenses. The State shall notify the Contractor 30 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, performance of its services in connection with the Contract.



2.113 RETENTION OF RECORDS

Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining exclusively to the performance obligations of this Contract (including the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon thirty (30) days written notice to Contractor during the Audit Period describing in detail the reason for such examination. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records shall be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 AUDIT RESOLUTION

If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor shall respond to each audit report in writing within 30 days from receipt of the report., unless a shorter response time is mutually agreed upon and specified in the report. The Contractor and the State shall develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 ERRORS

If the audit demonstrates any errors in the documents provided to the State, then the amount in error may be reflected as a credit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount shall be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

2.120 Warranties

2.121 WARRANTIES AND REPRESENTATIONS

The Contractor warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet Contractor's standard performance and operational standards required under this Contract and that the Covered Software (excluding Data and Web Services) will meet the Contractor's published Specifications during the 90 day warranty period.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contractor's standards of performance and published specifications.
- (c) The Contractor further agrees that the Warranty Provisions which govern all Professional Services engagements shall be in accordance with Article 9 – Limited Warranty and Disclaimer of Warranties of Exhibit C- Addendum E600M.
- (d) It is the lawful owner , licensee or has rights to resell or sublicense any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in the State of Michigan.



- (g) Neither the Contractor nor any Affiliates, nor any employee of Contractor, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of Contractor has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or its employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of Contractor has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) Deleted NA**
- (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies.
- (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Purchasing Operations.

2.122 WARRANTY OF MERCHANTABILITY DISCLAIMER

EXCEPT AS EXPRESSED IN CONTRACTOR'S LIMITED WARRANTY PROVISIONS, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

2.123 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE DISCLAIMER

CONTRACTOR DOES NOT WARRANT AND DISCLAIMS THAT THE SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION WILL MEET THE STATE'S NEEDS; THAT THE STATE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. SOFTWARE, DATA, WEB SERVICES, AND DOCUMENTATION ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT THE STATE'S OWN RISK AND COST.

2.124 WARRANTY OF TITLE – DELETED N/A

2.125 EQUIPMENT WARRANTY –

Contractor will pass through any hardware warranty and infringement indemnity from each respective manufacturer directly to the State. The hardware provided under this Contract is not designed for use in fail-safe environments or mission-critical applications such as, but not limited to, running nuclear operations, airport/aircraft control systems, or 911 emergency and life support response systems.

**2.126 EQUIPMENT TO BE NEW – DELETED NA****2.127 PROHIBITED PRODUCTS – DELETED NA****2.128 CONSEQUENCES FOR BREACH – DELETED NA****2.129 CODE WARRANTY**

Contractor warrants that it does not employ the use of any virus, worm, trapdoor, or backdoor and/or any operational limiting routine (hereinafter collectively referred to as " Serendipitous Codes") in the Software that would otherwise intentionally cause the Software to become incapable of being used in the manner in which it was designed or intended; or damage, destroy, or erase Licensee's data due to the remote activation or implementation of said Disabling Codes by Contractor. Certain Software does however contain a nondestructive, license management software program, or copy protection mechanism that administers and controls the distribution of the licensed copies of the Software to end users through the use of a software keycode, hardware key, or other mechanism. Contractor uses commercially reasonable efforts to check its Software against known viruses at the time of manufacture using commercially available antivirus software, but cautions the State to use and update virus definitions with its own antivirus software whenever it loads new software on its system.

2.130 Insurance**2.131 LIABILITY INSURANCE**

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF Acquisition Services, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.



The Contractor is required to provide the type and amount of insurance checked (☑) below:

- ☑ 1. Commercial General Liability with the following minimum coverages:
- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit
 - \$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability policy.

- ☑ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability policy.

- ☑ 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- ☐ 4. For contracts providing temporary staff personnel to the State, the Contractor shall provide an Alternate Employer Endorsement with minimum coverage of \$1,000,000.

- ☑ 5. Employers liability insurance with the following minimum limits:
- \$100,000 each accident
 - \$100,000 each employee by disease
 - \$500,000 aggregate disease

2.132 SUBCONTRACTOR INSURANCE COVERAGE – DELETED NA

2.133 CERTIFICATES OF INSURANCE AND OTHER REQUIREMENTS

Contractor must furnish to MDTMB Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "ACORD" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies SHALL NOT BE CANCELLED OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Technology, Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the



representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 GENERAL INDEMNIFICATION

To the extent permitted by law and subject to Section 2.220 of this Contract, the Contractor shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 CODE INDEMNIFICATION – SEE EXHIBIT A, GENERAL LICENSING TERMS AND CONDITIONS-ARTICLE 6.

2.143 EMPLOYEE INDEMNIFICATION – DELETED NA

2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION- SEE EXHIBIT A, GENERAL LICENSING TERMS AND CONDITIONS-ARTICLE 8.

2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS – SEE EXHIBIT A, GENERAL LICENSING TERMS AND CONDITIONS-ARTICLE 8.

2.146 INDEMNIFICATION PROCEDURES – DELETED NA

2.150 Termination/Cancellation

2.151 NOTICE AND RIGHT TO CURE

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State shall provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 TERMINATION FOR CAUSE

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:



Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2.153 TERMINATION FOR CONVENIENCE

The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation.

If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled. There will be no cancellation charge for canceled Software unless the Software has been delivered. If the Software has been shipped, the cancellation will require State payment of return shipping costs. State has the right to cancel hardware purchases thirty (30) days prior to scheduled delivery without cost. After hardware delivery or within thirty (30) days of scheduled delivery, cancellation of the hardware purchase is subject to a manufacturer cancellation charge not to exceed thirty-five percent (35%) of hardware list price.

2.154 TERMINATION FOR NON-APPROPRIATION

In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

2.155 TERMINATION FOR CRIMINAL CONVICTION

In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan



employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.

2.156 TERMINATION FOR APPROVALS RESCINDED

In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963, and Chapter 7 of the Civil Service Rules. Notwithstanding any other provision of this Contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for personal services if the Director determines that the Contract of the disbursements under the Contract violate Article 11, Section 5 of the Constitution or violate applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

2.157 RIGHTS AND OBLIGATIONS UPON TERMINATION

The Contractor may terminate this Contract without prejudice to any other right or remedy available to Contractor, provided the State is given thirty (30) days prior notice to cure deficiency for the following reasons:

- 1) If the State fails to pay any license fees to Contractor in accordance with the requirements of this Contract;
- 2) If the State distributes Contractor Software, Data, and Documentation to any person or entity other than a Licensee; or
- 3) If the State discloses any trade secret technology and other information proprietary to Contractor in breach of this Agreement.

2.158 RESERVATION OF RIGHTS – DELETED NA

2.160 Termination by Contractor

2.161 TERMINATION BY CONTRACTOR

Without prejudice to any other right or remedy available, this Contract may be terminated for breach by Contractor provided the State or its Authorized Agencies is given written notice. If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with such written notice of the breach and a time period (not less than 10 days) to cure the breach. Provided however, termination is immediate for a material breach of a nature that is impossible to cure. Upon termination of a license, the State or its Authorized Agencies shall (i) cease access and use of Web Services and clear Web Services client-side data cache and (ii) cease use, uninstall, remove, and destroy all Covered Software, Data, and Documentation and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such actions to Contractor or its Licensor. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. Notwithstanding the foregoing, termination of this Contract shall be effective immediately upon written notice to the State if the State discloses any trade secret or other information proprietary to Contractor in breach of this Contract. But the Contractor must discharge its obligations under Section 2.160 before it terminates the Contract. Termination provisions for Professional Services shall be in accordance with Article 12 of Exhibit C – E-600 entitled "Customer Software, Technical Data and Assistance License Addendum.

2.170 Transition Responsibilities

2.171 CONTRACTOR TRANSITION RESPONSIBILITIES

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor shall comply with direction provided by



the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed forty-five (45) days. These efforts must include, but are not limited to, those listed in **Section 2.150**.

2.172 CONTRACTOR PERSONNEL TRANSITION

The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 CONTRACTOR INFORMATION TRANSITION – DELETED NA

2.174 CONTRACTOR SOFTWARE TRANSITION – DELETED NA

2.175 TRANSITION PAYMENTS

If the transition results from a termination for any reason, the termination provisions of this Contract must govern reimbursement. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 STATE TRANSITION RESPONSIBILITIES

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, complete any pending post-project reviews and perform any others obligations upon which the State and the Contractor agree.

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 STOP WORK ORDERS

The State may, at any time, by written Stop Work Order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order must be identified as a Stop Work Order and must indicate that it is issued under this **Section**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the Stop Work Order as provided in **Section 2.182**.

2.182 CANCELLATION OR EXPIRATION OF STOP WORK ORDER

The Contractor shall resume work if the State cancels a Stop Work Order or if it expires. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the Stop Work Order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a



Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 ALLOWANCE OF CONTRACTOR COSTS

If the Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated for reasons other than material breach, the termination shall be deemed to be a termination for convenience under **Section 2.153**, and the State shall pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this Section.

2.190 Dispute Resolution

2.191 IN GENERAL

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 INFORMAL DISPUTE RESOLUTION

(a) All disputes between the parties shall be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any dispute after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, to resolve the dispute without the need for formal legal proceedings, as follows:

(1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.

(3) The specific format for the discussions shall be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(4) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section shall not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.

(c) The State shall not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 INJUNCTIVE RELIEF

The only circumstance in which disputes between the State and Contractor shall not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is that the damages to the party resulting from the breach shall be so



immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 CONTINUED PERFORMANCE

Except where Contractor terminates this Contract for a material breach of a nature that is impossible to cure or an injunctive relief circumstance exists in accordance with the provisions in Exhibit A Article 5, each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 NONDISCRIMINATION

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, and marital status, physical or mental disability. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 UNFAIR LABOR PRACTICES

Under 1980 PA 278, MCL 423.321, et seq., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT – DELETED NA

2.204 PREVAILING WAGE – DELETED NA

2.210 Governing Law

2.211 GOVERNING LAW

The Contract shall in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 JURISDICTION

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.



2.220 Limitation of Liability

2.221 LIMITATION OF LIABILITY

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The Contractor's liability for damages to the State is limited to two times the value of the Contract or \$500,000 which ever is higher. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract and court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.230 Disclosure Responsibilities

2.231 DISCLOSURE OF LITIGATION

Contractor shall disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) shall notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor shall disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation shall be deemed to satisfy the requirements of this Section.

If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor shall make the following notifications in writing:
 - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify MDTMB Purchasing Operations.



- (2) Contractor shall also notify MDTMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (3) Contractor shall also notify MDTMB Purchase Operations within 30 days whenever changes to company affiliations occur.

2.232 CALL CENTER DISCLOSURE – DELETED NA

2.233 BANKRUPTCY

The State may, without prejudice to any other right or remedy, terminate this Contract in whole or in part and at its option, may take possession of the Work in Process, subject to the Ownership and confidentiality provisions as stated in Exhibit C- E-600 entitled “Customer, Software, Technical Data and Assistance License Addendum, Articles 3- Reservation of Ownership and Granting of License and Article 5 Confidentiality of Deliverables and Services Output and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency; or
- (c) the Contractor makes a general assignment for the benefit of creditors.

2.240 Performance

2.241 TIME OF PERFORMANCE

- (a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 SERVICE LEVEL AGREEMENT (SLA) - DELETED NA

2.243 LIQUIDATED DAMAGES - DELETED NA

2.244 EXCUSABLE FAILURE

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances



prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 APPROVAL OF DELIVERABLES - DELETED NA

2.260 OWNERSHIP

The State and the Contractor and its Licensors will continue to own their respective proprietary technologies. . Except for any software products provided therein, any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State. For purpose of clarity, nothing in this Contract anticipates the development of software products specific to the State, or otherwise creates a work-for-hire relationship between the State and Contactor or Contractor's Licensors.

2.270 State Standards

2.271 EXISTING TECHNOLOGY STANDARDS

The State has existing technology standards. Any technology standards that Contractor must comply with will be mutually agreed on a project by project basis and stated in the applicable Task Order.

2.272 ACCEPTABLE USE POLICY

If applicable and required in a Task Order, to the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 SYSTEMS CHANGES

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

**2.280 Extended Purchasing****2.281 MIDEAL (MICHIGAN DELIVERY EXTENDED AGREEMENTS LOCALLY**

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Technology, Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.

In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. The vendor must submit invoices and pay the authorized MIDEAL member on a direct and individual basis according to Contract terms.

It is mandatory that this Contract be made available to all state of Michigan agencies and authorized MiDEAL purchasing program members. For additional information, please visit www.michigan.gov/buymichiganfirst under MiDeal.

2.282 STATE EMPLOYEE PURCHASES – DELETED NA

2.290 ENVIRONMENTAL PROVISION – DELETED NA

2.300 DELIVERABLES – DELETED NA

2.310 SOFTWARE WARRANTIES – SEE EXHIBIT A, Article 6 GENERAL LICENSE TERMS AND CONDITIONS

2.320 SOFTWARE LICENSING – SEE EXHIBIT A, GENERAL LICENSE TERMS AND CONDITIONS

2.330 SOURCE CODE ESCROW – DELETED NA



Glossary

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|------------------------|---|
| Days | Means calendar days unless otherwise specified. |
| 24x7x365 | Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year). |
| Addendum E600M | Means the Custom Software, Technical Data and Assistance License Addendum provided in Exhibit C in this Contract. |
| Additional Service | Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration. |
| Authorized Agencies | Means a political subdivision of the governmental body authorized by the State of Michigan to order and acquire Software, Data, Web Services, Documentation, products, or services under this Contract. |
| Beta | Means any alpha, beta, or prerelease Software, Data, Documentation, or Web Services. |
| Business Day | Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated. |
| Blanket Purchase Order | An alternate term for Contract as used in the States computer system. |
| Business Critical | Any function identified in any Statement of Work as Business Critical. |
| Covered Software | Means all or any portion of Esri's proprietary software technology accessed or downloaded from an Esri authorized Web site or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies. |
| Chronic Failure | Defined in any applicable Service Level Agreements. |
| Data | Means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data coordinates, raster, reports, or associated tabular attributes, licensed under Exhibit A License Agreement. |
| Deliverables | Means Custom Software, Technical Data, or Map Data specified for delivery or use by Licensee under a firm fixed price Task Order. |
| Documentation | Means all printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings. |
| DTMB | Michigan Department of Technology, Management and Budget |
| Hazardous material | Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract). |
| Incident | Any interruption in Services. |
| ITB | A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders |
| License Agreement | Attachment B the "General License Terms and Conditions" (Document E200) including Exhibit 1, Scope of Use (Document E300). |
| Licensee | Means the State of Michigan or Authorized Agencies that places orders pursuant to this Contract. |
| Maintenance Support | Means, maintenance support of Covered Software, in accordance with Exhibit D to this Contract. |
| New Work | Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration. |
| Post-Consumer Waste | Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste. |



| | |
|--------------------------|--|
| Deleted – Not Applicable | Section is not applicable or included in this Contract. This is used as a placeholder to maintain consistent numbering. |
| Reuse | Using a product or component of municipal solid waste in its original form more than once. |
| RFP | Request for Proposal designed to solicit proposals for services |
| Samples | Means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Web Services. |
| Services | Any function performed for the benefit of the State. |
| Source reduction | Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal. |
| State Location | Any physical location where the State performs work. State Location may include state-owned, leased, or rented space. |
| Statement of Work | A Task Order to order Professional Services under Exhibit C - Addendum E600M of this Contract |
| Subcontractor | A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role. |
| Support Services | Means the services provided under the terms and conditions in (E600) Exhibit C of this Contract. For purpose of clarity, Support Services does not include maintenance support of Covered Software. |
| Term License | Means licenses provided for use in a limited time period or on a subscription or transaction basis. |
| Unauthorized Removal | Contractor's removal of Key Personnel without the prior written consent of the State. |
| Waste prevention | Source reduction and reuse, but not recycling. |
| Web Services | Means software services or Esri or third-party data provided by Esri that perform geographic information system (GIS) functions, tasks, or data services and are accessed over the Internet. |
| Work in Progress | A Deliverable that has been partially prepared, but has not been presented to the State for Approval. |
| Work Product | Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract. |

**EXHIBIT A****GENERAL LICENSE TERMS AND CONDITIONS**
(E200 04/19/2010)

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EXHIBIT 1
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(E300 10/15/2010)

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- ArcGIS Desktop
 - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Server
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
 - ArcGIS Server Geoportal Extension (either 3, 4, or 5 and 7 and 52)
 - ArcGIS Server Image Extension (7, 8, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
 - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and
 - ArcReader (20, 25, 33, and 45)
 - ArcView 3.x and Extensions (1, 7, and 17)
 - Esri Aeronautical Solution (either 1 or 2)
 - Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
 - Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)
 - Esri Business Analyst Server
 - Workgroup (either 3, 4, or 5 and 8, 9, 21, 25, 28, 29, 31, 33, 39, 40, 45, and 48)
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 - Esri Defense Mapping (either 1 or 2)
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 - Esri Nautical Solution (either 1 or 2)
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 - Geoportal Clients for ArcGIS (7, 20, and 52)
 - MapIt (11, 25, 31, 33, 35, 49, and 50)
 - MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
 - MapObjects LT (1, 14, and 16)
 - MapObjects—Windows Edition (1, 14, 15, 16, and 18)
 - MOLE (1)
 - NetEngine Internet (5)
 - Tracking Server (either 4 or 5 and 31)

Web Services

- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)

Data

- ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Esri Data & Maps (either 1, 2, 3, 4, or 5 and



- REST) (6, 33, 35, and 53)
 - ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
 - ArcLogistics
 - Desktop (either 1 or 2 and 25)
 - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
 - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
 - Navigator (1 and 46)
 - ArcPad (1, 12, 13, 25, and 33)
 - 23 and 37)
 - Esri Data (either 1, 2, or 5 and 25 and 48)
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**EXHIBIT B
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(E417SH 10/15/2010)**

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| | ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...) | \$3,000.00 |
| | ArcInfo Concurrent Use License Annual Maintenance (Secondary 2–10, 12–20...) | \$1,200.00 |
| | ArcEditor Concurrent Use License | \$6,300.00 |
| | ArcView Concurrent Use License | \$3,150.00 |
| | ArcGIS Spatial Analyst Concurrent Use License | \$2,250.00 |
| | ArcGIS 3D Analyst Concurrent Use License | \$2,250.00 |
| | ArcGIS Geostatistical Analyst Concurrent Use License | \$2,250.00 |
| | ArcGIS Publisher Concurrent Use License | \$2,250.00 |
| | ArcGIS Tracking Analyst Concurrent Use License | \$2,250.00 |
| | ArcGIS ArcScan Concurrent Use License | \$2,250.00 |
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| | ArcGIS Data Interoperability Concurrent Use License | \$2,250.00 |
| | ArcGIS Network Analyst Concurrent Use License | \$2,250.00 |
| | ArcGIS Schematics Concurrent Use License | \$2,250.00 |
| | ArcGIS Workflow Manager Concurrent Use License | \$2,250.00 |
| | ArcGIS Data Reviewer Concurrent Use License | \$2,250.00 |
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| | Secondary Maintenance for ArcView Concurrent Use License | \$500.00 |
| | Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Publisher Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Publisher Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS ArcScan Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS ArcScan Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Maplex Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Maplex Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Network Analyst Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Network Analyst Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Schematics Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Schematics Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Workflow Manager Concurrent Use License | \$500.00 |
| | Secondary Maintenance for ArcGIS Workflow Manager Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcGIS Data Reviewer Concurrent Use License | \$500.00 |



| Section | Description | Price |
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| | Secondary Maintenance for ArcGIS Data Reviewer Concurrent Use License | \$200.00 |
| | Primary Maintenance for ArcEditor Concurrent Use License | \$1,500.00 |
| | Secondary Maintenance for ArcEditor Concurrent Use License | \$1,200.00 |
| 1 | ArcGIS Single Use Licenses | |
| | ArcInfo Single Use License | \$8,910.00 |
| | ArcEditor Single Use License | \$6,300.00 |
| | ArcGIS ArcView Single Use Unkeyed License | \$1,350.00 |
| | ArcGIS ArcView Single Use Keyed License | \$1,350.00 |
| | ArcGIS Spatial Analyst Single Use License | \$2,250.00 |
| 1 | ArcGIS Extensions Single Use Licenses | |
| | ArcGIS 3D Analyst Single Use License | \$2,250.00 |
| | ArcGIS Geostatistical Analyst Single Use License | \$2,250.00 |
| | ArcGIS Publisher Single Use License | \$2,250.00 |
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| | ArcGIS Workflow Manager Single Use License | \$2,250.00 |
| | ArcGIS Data Reviewer Single Use License | \$2,250.00 |
| 1 | ArcGIS Single Use Maintenance | |
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| | Secondary Maintenance for ArcInfo Single Use License (Core Only) | \$1,200.00 |
| | Primary Maintenance for ArcInfo ArcGIS Spatial Analyst Extension Single Use License | \$500.00 |
| | Secondary Maintenance for ArcInfo ArcGIS Spatial Analyst Extension Single Use License | \$200.00 |
| | Primary Maintenance for ArcInfo ArcGIS Geostatistical Analyst Extension Single Use License | \$500.00 |
| | Secondary Maintenance for ArcInfo ArcGIS Geostatistical Analyst Extension Single Use License | \$200.00 |
| | Primary Maintenance for ArcInfo ArcGIS Network Analyst Extension Single Use License | \$500.00 |
| | Secondary Maintenance for ArcInfo ArcGIS Network Analyst Extension Single Use License | \$200.00 |
| | Primary Maintenance for ArcInfo ArcGIS 3D Analyst Extension Single Use License | \$500.00 |
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| | Secondary Maintenance for ArcInfo ArcGIS Publisher Extension Single Use License | \$200.00 |
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| Section | Description | Price |
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| | Primary Maintenance for ArcInfo ArcGIS Data Interoperability Extension Single Use License | \$500.00 |
| | Secondary Maintenance for ArcInfo ArcGIS Data Interoperability Extension Single Use License | \$200.00 |
| | Primary Maintenance for ArcInfo ArcGIS Data Reviewer Extension Single Use License | \$500.00 |
| | Secondary Maintenance for ArcInfo ArcGIS Data Reviewer Extension Single Use License | \$200.00 |
| | Primary Maintenance for ArcInfo ArcGIS Workflow Manager Extension Single Use License | \$500.00 |
| | Secondary Maintenance for ArcInfo ArcGIS Workflow Manager Extension Single Use License | \$200.00 |
| | Primary Maintenance for ArcGIS ArcView Single Use License (Core Only) | \$400.00 |
| | Secondary Maintenance for ArcGIS ArcView Single Use License (Core Only) | \$300.00 |
| | Primary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions) | \$1,000.00 |
| | Secondary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions) | \$900.00 |
| | Primary Maintenance for ArcEditor Single Use (Without Extensions) | \$1,500.00 |
| | Secondary Maintenance for ArcEditor Single Use (Without Extensions) | \$1,200.00 |
| | Primary Maintenance for ArcEditor Single Use with Extensions | \$2,100.00 |
| | Secondary Maintenance for ArcEditor Single Use with Extensions | \$1,800.00 |
| 1 | ArcGIS Mobile | |
| | ArcGIS Mobile Desktop—5-pack bundle | \$1,350.00 |
| | Annual Maintenance for ArcGIS Mobile Desktop—5-pack bundle | \$300.00 |
| 1 | Maintenance Activation Program | |
| | Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core Only | \$600.00 |
| | Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core Only | \$400.00 |
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| | Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only | \$400.00 |
| | Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions | \$1,500.00 |
| | Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions | \$1,300.00 |
| | Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only | \$1,050.00 |
| | Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only | \$750.00 |
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| | Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension | \$300.00 |



| Section | Description | Price |
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| | Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst | \$750.00 |
| | Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst | \$300.00 |
| | Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst | \$750.00 |
| | Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst | \$300.00 |
| | Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst | \$750.00 |
| | Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst | \$300.00 |
| 1 | ArcGIS Upgrades | |
| | ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License (Single use license must be current on maintenance to qualify.) | \$1,800.00 |
| 1 | Upgrade from One ArcGIS Product to Another | |
| | Upgrade from ArcView Single Use to ArcEditor Single Use | \$4,950.00 |
| | Upgrade from ArcView Single Use to ArcEditor Concurrent Use USB | \$4,950.00 |
| | Upgrade from ArcView Single Use to ArcInfo | \$7,560.00 |
| | Upgrade from ArcView Concurrent Use to ArcEditor | \$3,150.00 |
| | Upgrade from ArcView Concurrent Use to ArcInfo | \$5,760.00 |
| | Upgrade from ArcEditor to ArcInfo | \$2,610.00 |
| 1 | ArcInfo 7.x, or 8.0.x Software—UNIX/Windows NT | |
| | ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Primary 1st, 11th, 21st, 31st...) | \$4,000.00 |
| | ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Secondary 2–10, 12–20...) | \$1,600.00 |
| | ArcCOGO 7.x or 8.0.x Extension Floating License | \$2,275.00 |
| | ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...) | \$500.00 |
| | ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Secondary 2–10, 12–20...) | \$200.00 |
| | ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...) | \$1,100.00 |
| | ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...) | \$440.00 |
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| | ArcStorm First License (3 seats) Annual Maintenance | \$500.00 |
| | ArcStorm Additional License (each additional seat) Annual Maintenance | \$100.00 |
| 1 | ArcPress for ArcView | |
| | ArcPress for ArcView UNIX License | \$310.00 |
| | ArcPress for ArcView Windows/Windows NT License | \$310.00 |



| Section | Description | Price |
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| 2 | UNIX | |
| | ArcView 3.x for UNIX License Qty. 1–5 (each) | \$2,001.00 |
| | ArcView 3.x for UNIX License Qty. 6–25 (each) | \$2,001.00 |
| | ArcView 3.x for UNIX License Qty. 26+ (each) | \$1,781.00 |
| | ArcView 3.x for UNIX License Primary Maintenance | \$700.00 |
| | ArcView 3.x for UNIX License Secondary Maintenance | \$500.00 |
| | Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT | \$509.00 |
| | ArcView Network Analyst Extension for UNIX License Qty. 1–5 (each) | \$2,287.00 |
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| | ArcView Network Analyst Extension for UNIX License Qty. 26+ (each) | \$1,996.00 |
| | ArcView Network Analyst Extension for UNIX License Primary Maintenance | \$500.00 |
| | ArcView Network Analyst Extension for UNIX License Secondary Maintenance | \$200.00 |
| | ArcView Tracking Analyst Extension for UNIX License Qty. 1–5 (each) | \$2,287.00 |
| | ArcView Tracking Analyst Extension for UNIX License Qty. 6–25 (each) | \$2,246.00 |
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| | ArcView Tracking Analyst Extension for UNIX License Primary Maintenance | \$500.00 |
| | ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance | \$200.00 |
| | ArcView Spatial Analyst Extension for UNIX License Qty. 1–5 (each) | \$2,746.00 |
| | ArcView Spatial Analyst Extension for UNIX License Qty. 6–25 (each) | \$2,696.00 |
| | ArcView Spatial Analyst Extension for UNIX License Qty. 26+ (each) | \$2,396.00 |
| | ArcView Spatial Analyst Extension for UNIX License Primary Maintenance | \$500.00 |
| | ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance | \$200.00 |
| | ArcView 3D Analyst Extension for UNIX License Qty. 1–5 (each) | \$2,746.00 |
| | ArcView 3D Analyst Extension for UNIX License Qty. 6–25 (each) | \$2,696.00 |
| | ArcView 3D Analyst Extension for UNIX License Qty. 26+ (each) | \$2,396.00 |
| | ArcView 3D Analyst Extension for UNIX License Primary Maintenance | \$500.00 |
| | ArcView 3D Analyst Extension for UNIX License Secondary Maintenance | \$200.00 |
| 2 | Windows/Windows NT | |
| | ArcView 3.x for Windows/Windows NT Single Use License Qty. 1–5 (each) | \$1,101.00 |
| | ArcView 3.x for Windows/Windows NT Single Use License Qty. 6–25 (each) | \$1,101.00 |
| | ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each) | \$981.00 |
| | Primary Maintenance for ArcView 3.3 Single Use License (Core Only) | \$400.00 |
| | Secondary Maintenance for ArcView 3.3 Single Use License (Core Only) | \$300.00 |
| | Primary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions) | \$1,000.00 |
| | Secondary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions) | \$900.00 |
| | ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1–5 (each) | \$1,371.00 |
| | ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6–25 (each) | \$1,346.00 |
| | ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each) | \$1,196.00 |
| | ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1–5 (each) | \$1,371.00 |
| | ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6–25 (each) | \$1,346.00 |
| | ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each) | \$1,196.00 |



| Section | Description | Price |
|----------|---|------------|
| | ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1–5 (each) | \$2,287.00 |
| | ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6–25 (each) | \$2,246.00 |
| | ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each) | \$1,996.00 |
| | ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1–5 (each) | \$2,287.00 |
| | ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6–25 (each) | \$2,246.00 |
| | ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each) | \$1,996.00 |
| 2 | ArcView StreetMap | |
| | ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data) | \$479.00 |
| 4 | ArcGIS Engine Runtime Licenses | |
| | ArcGIS Engine Runtime Single Use License | \$450.00 |
| | ArcGIS Engine Runtime Concurrent Use License | \$1,125.00 |
| 4 | ArcGIS Engine Runtime Extensions | |
| | ArcGIS Engine Runtime 3D Extension License | \$900.00 |
| | ArcGIS Engine Runtime Spatial Extension License | \$900.00 |
| | ArcGIS Engine Runtime Geodatabase (GDB) Update Extension License | \$900.00 |
| | ArcGIS Engine Runtime Network Extension License | \$900.00 |
| | ArcGIS Engine Runtime Schematics Extension License | \$900.00 |
| | ArcGIS Engine Runtime Tracking Extension License | \$900.00 |
| | ArcGIS Engine Runtime Maplex Extension License | \$900.00 |
| | ArcGIS Engine Runtime Data Interoperability Extension License | \$900.00 |
| 4 | ArcGIS Engine Runtime Maintenance | |
| | Maintenance for ArcGIS Engine Runtime Single Use License without Extensions | \$100.00 |
| | Maintenance for ArcGIS Engine Runtime Single Use License with Extensions | \$400.00 |
| | Primary Maintenance for ArcGIS Engine Runtime Concurrent Use License | \$250.00 |
| | Secondary Maintenance for ArcGIS Engine Runtime Concurrent Use License | \$185.00 |
| | Primary Maintenance for ArcGIS Engine Runtime 3D Extension Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS Engine Runtime 3D Extension Concurrent Use License | \$150.00 |
| | Primary Maintenance for ArcGIS Engine Runtime Spatial Analyst Extension Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS Engine Runtime Spatial Analyst Extension Concurrent Use License | \$150.00 |
| | Primary Maintenance for ArcGIS Engine Runtime Geodatabase (GDB) Update Extension Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS Engine Runtime Geodatabase (GDB) Update Extension Concurrent Use License | \$150.00 |
| | Primary Maintenance for ArcGIS Engine Runtime Maplex for ArcGIS Extension Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS Engine Runtime Maplex for ArcGIS Extension Concurrent Use License | \$150.00 |
| | Primary Maintenance for ArcGIS Engine Runtime Schematics for ArcGIS Extension Concurrent Use License | \$200.00 |



| Section | Description | Price |
|---------|--|-------------|
| | Secondary Maintenance for ArcGIS Engine Runtime Schematics for ArcGIS Extension Concurrent Use License | \$150.00 |
| | Primary Maintenance for ArcGIS Engine Runtime Network Analyst Extension Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS Engine Runtime Network Analyst Extension Concurrent Use License | \$150.00 |
| | Primary Maintenance for ArcGIS Engine Runtime Tracking Analyst Extension Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS Engine Runtime Tracking Analyst Extension Concurrent Use License | \$150.00 |
| | Primary Maintenance for ArcGIS Engine Runtime Data Interoperability Extension Concurrent Use License | \$200.00 |
| | Secondary Maintenance for ArcGIS Engine Runtime Data Interoperability Extension Concurrent Use License | \$150.00 |
| 5 | ArcGIS Server | |
| 5 | ArcGIS Server—Enterprise | |
| 5 | Enterprise Advanced | |
| | ArcGIS Server Enterprise Advanced (up to four cores) | \$36,000.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Advanced (up to four cores) | \$10,000.00 |
| | ArcGIS Server Enterprise Advanced (additional cores) | \$9,000.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Advanced (additional cores) | \$2,500.00 |
| 5 | Enterprise Standard | |
| | ArcGIS Server Enterprise Standard (up to four cores) | \$18,000.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Standard (up to four cores) | \$5,000.00 |
| | ArcGIS Server Enterprise Standard (additional cores) | \$4,500.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Standard (additional cores) | \$1,250.00 |
| 5 | Enterprise Basic | |
| | ArcGIS Server Enterprise Basic (up to four cores) | \$9,000.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Basic (up to four cores) | \$3,000.00 |
| | ArcGIS Server Enterprise Basic (additional cores) | \$2,250.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Basic (additional cores) | \$750.00 |
| 5 | Workgroup | |
| | ArcGIS Server Workgroup Advanced (up to two cores) | \$9,000.00 |
| | Annual Maintenance for ArcGIS Server Workgroup Advanced (up to two cores) | \$2,500.00 |
| | ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server) | \$4,500.00 |
| | Annual Maintenance for ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server) | \$1,250.00 |
| | ArcGIS Server Workgroup Standard (up to two cores) | \$4,500.00 |
| | Annual Maintenance for ArcGIS Server Workgroup Standard (up to two cores) | \$1,250.00 |
| | ArcGIS Server Workgroup Standard (additional core—maximum four cores per server) | \$2,250.00 |
| | Annual Maintenance for ArcGIS Server Workgroup Standard (additional cores—maximum four cores per server) | \$625.00 |
| | ArcGIS Server Workgroup Basic (price per server [core pricing does not apply]—minimum two cores/maximum four cores) | \$4,500.00 |
| | Annual Maintenance for ArcGIS Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores) | \$1,250.00 |



| Section | Description | Price |
|---------|---|------------|
| 5 | ArcGIS Server Enterprise Extensions | |
| | ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows License (up to four cores) | \$9,000.00 |
| | ArcGIS Server Image Extension Advanced Enterprise for Windows License (up to four cores) | \$9,000.00 |
| | ArcGIS Server Workflow Manager Extension Advanced Enterprise for Windows License (up to four cores) | \$9,000.00 |
| | ArcGIS Server Schematics Extension Advanced Enterprise for Windows License (up to four cores) | \$9,000.00 |
| | ArcGIS Server Geoportal Extension Advanced Enterprise for Windows License (up to four cores) | \$3,150.00 |
| | Annual Maintenance for ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Server Image Extension Advanced Enterprise for Windows (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Server Workflow Manager Extension Advanced Enterprise for Windows (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Server Schematics Extension Advanced Enterprise for Windows (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Server Geoportal Extension Advanced Enterprise for Windows (up to four cores) | \$2,500.00 |
| | ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores) | \$9,000.00 |
| | ArcGIS Server Standard Enterprise Workflow Manager Extension (up to four cores) | \$9,000.00 |
| | ArcGIS Server Standard Enterprise Network Extension (up to four cores) | \$9,000.00 |
| | ArcGIS Server Standard Enterprise Image Extension (up to four cores) | \$9,000.00 |
| | ArcGIS Server Standard Enterprise Geoportal Extension (up to four cores) | \$3,150.00 |
| | Annual Maintenance for ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Server Standard Enterprise Workflow Manager Extension (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Server Standard Enterprise Network Extension (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Server Standard Enterprise Image Extension (up to four cores) | \$2,500.00 |
| | Annual Maintenance for ArcGIS Server Standard Enterprise Geoportal Extension (up to four cores) | \$2,500.00 |
| | ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores) | \$2,250.00 |
| | ArcGIS Server Image Extension Enterprise Advanced (additional cores) | \$2,250.00 |
| | ArcGIS Server Workflow Manager Extension Enterprise Advanced (additional cores) | \$2,250.00 |
| | ArcGIS Server Schematics Extension Enterprise Advanced (additional cores) | \$2,250.00 |
| | ArcGIS Server Geoportal Extension Enterprise Advanced (additional cores) | \$787.50 |
| | Annual Maintenance for ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS Server Image Extension Enterprise Advanced (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS Server Workflow Manager Extension Enterprise Advanced (additional cores) | \$625.00 |



| Section | Description | Price |
|----------|--|------------|
| | Annual Maintenance for ArcGIS Server Schematics Extension Enterprise Advanced (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS Server Geoportal Extension Enterprise Advanced (additional cores) | \$625.00 |
| | ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores) | \$2,250.00 |
| | ArcGIS Server Enterprise Standard Workflow Manager Extension (additional cores) | \$2,250.00 |
| | ArcGIS Server Enterprise Standard Network Extension (additional cores) | \$2,250.00 |
| | ArcGIS Server Enterprise Standard Image Extension (additional cores) | \$2,250.00 |
| | ArcGIS Server Enterprise Standard Geoportal Extension (additional cores) | \$787.50 |
| | Annual Maintenance for ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Standard Workflow Manager Extension (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Standard Network Extension (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Standard Image Extension (additional cores) | \$625.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Standard Geoportal Extension (additional cores) | \$625.00 |
| 5 | ArcGIS Server Workgroup Extensions | |
| | ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$4,500.00 |
| | ArcGIS Server Advanced Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$4,500.00 |
| | ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$4,500.00 |
| | ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$4,500.00 |
| | Annual Maintenance for ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$1,250.00 |
| | Annual Maintenance for ArcGIS Server Advanced Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$1,250.00 |
| | Annual Maintenance for ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$1,250.00 |
| | Annual Maintenance for ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$1,250.00 |
| | ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$4,500.00 |
| | ArcGIS Server Standard Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$4,500.00 |
| | ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$4,500.00 |
| | ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$4,500.00 |
| | Annual Maintenance for ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$1,250.00 |



| Section | Description | Price |
|----------|---|-------------|
| | Annual Maintenance for ArcGIS Server Standard Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$1,250.00 |
| | Annual Maintenance for ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$1,250.00 |
| | Annual Maintenance for ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$1,250.00 |
| 5 | ArcGIS Server Upgrades | |
| 5 | ArcGIS Server Upgrade Enterprise to Enterprise | |
| | ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores) | \$27,000.00 |
| | ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores) | \$18,000.00 |
| | ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Standard License | \$2,250.00 |
| | ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Advanced License | \$6,750.00 |
| | ArcGIS Server Additional Cores Enterprise Standard Upgrade to Enterprise Advanced License | \$4,500.00 |
| 5 | ArcGIS Server Upgrades Workgroup to Workgroup | |
| | ArcGIS Server Workgroup Basic Upgrade to Workgroup Standard (up to four cores) | \$4,500.00 |
| | ArcGIS Server Workgroup Basic Upgrade to Workgroup Advanced (up to four cores) | \$13,500.00 |
| | ArcGIS Server Workgroup Standard Upgrade to Workgroup Advanced (up to four cores) | \$9,000.00 |
| 5 | ArcGIS Server Upgrades—Workgroup to Enterprise | |
| | ArcGIS Server Workgroup Basic Upgrade to Enterprise Basic (up to four cores) | \$4,500.00 |
| | ArcGIS Server Workgroup Basic Upgrade to Enterprise Standard (up to four cores) | \$13,500.00 |
| | ArcGIS Server Workgroup Basic Upgrade to Enterprise Advanced (up to four cores) | \$31,500.00 |
| | ArcGIS Server Workgroup Standard Upgrade to Enterprise Standard (up to four cores) | \$9,000.00 |
| | ArcGIS Server Workgroup Standard Upgrade to Enterprise Advanced (up to four cores) | \$27,000.00 |
| | ArcGIS Server Workgroup Advanced Upgrade to Enterprise Advanced (up to four cores) | \$18,000.00 |
| | ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores | \$13,500.00 |
| | ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores | \$31,500.00 |
| | ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores | \$9,000.00 |
| | ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores | \$27,000.00 |
| 5 | ArcGIS Server—Enterprise (Staging Server) | |
| 5 | Enterprise Advanced (Staging Server) | |
| | ArcGIS Server Enterprise Advanced Staging Server (up to four cores) | \$19,344.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Advanced Staging Server (up to four cores) | \$5,000.00 |



| Section | Description | Price |
|----------|--|------------|
| | ArcGIS Server Enterprise Advanced Staging Server (additional cores) | \$4,836.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Advanced Staging Server (additional cores) | \$1,250.00 |
| 5 | Enterprise Standard (Staging Server) | |
| | ArcGIS Server Enterprise Standard Staging Server (up to four cores) | \$9,672.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Standard Staging Server (up to four cores) | \$2,500.00 |
| | ArcGIS Server Enterprise Standard Staging Server (additional cores) | \$2,418.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Standard Staging Server (additional cores) | \$625.00 |
| 5 | Enterprise Basic (Staging Server) | |
| | ArcGIS Server Enterprise Basic Staging Server (up to four cores) | \$4,836.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Basic Staging Server (up to four cores) | \$1,500.00 |
| | ArcGIS Server Enterprise Basic Staging Server (additional cores) | \$1,209.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Basic Staging Server (additional cores) | \$375.00 |
| 5 | ArcGIS Server Extensions (Staging Server) | |
| | ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores) | \$4,836.00 |
| | ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores) | \$4,836.00 |
| | ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (up to four cores) | \$4,836.00 |
| | ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores) | \$4,836.00 |
| | ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (up to four cores) | \$1,693.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores) | \$1,250.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores) | \$1,250.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (up to four cores) | \$1,250.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores) | \$1,250.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (up to four cores) | \$1,250.00 |
| | ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores) | \$1,209.00 |
| | ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores) | \$1,209.00 |
| | ArcGIS Server Staging Server Advanced Enterprise ArcGIS Workflow Manager Extension (additional cores) | \$1,209.00 |
| | ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores) | \$1,209.00 |
| | ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (additional cores) | \$424.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores) | \$313.00 |



| Section | Description | Price |
|---------|--|------------|
| | Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores) | \$313.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (additional cores) | \$313.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores) | \$313.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (additional cores) | \$313.00 |
| | ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores) | \$4,836.00 |
| | ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (up to four cores) | \$4,836.00 |
| | ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores) | \$4,836.00 |
| | ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores) | \$4,836.00 |
| | ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (up to four cores) | \$1,693.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores) | \$1,250.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (up to four cores) | \$1,250.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores) | \$1,250.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores) | \$1,250.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (up to four cores) | \$1,250.00 |
| | ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores) | \$1,209.00 |
| | ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (additional cores) | \$1,209.00 |
| | ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores) | \$1,209.00 |
| | ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores) | \$1,209.00 |
| | ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (additional cores) | \$424.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores) | \$313.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (additional cores) | \$313.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores) | \$313.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores) | \$313.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (additional cores) | \$313.00 |



| Section | Description | Price |
|----------|---|-------------|
| 5 | ArcGIS Server Staging Server Upgrades | |
| | ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores) | \$4,500.00 |
| | ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores) | \$13,500.00 |
| | ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores) | \$9,000.00 |
| | ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (additional cores) | \$1,125.00 |
| | ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (additional cores) | \$3,375.00 |
| | ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (additional cores) | \$2,250.00 |
| 7 | ArcIMS | |
| | ArcIMS Full Use Deployment (up to two cores) | \$4,500.00 |
| | ArcIMS Full Use Deployment (additional core—maximum four cores per server) | \$2,250.00 |
| | ArcIMS Full Use Deployment (up to two cores) Maintenance | \$1,000.00 |
| | ArcIMS Full Use Deployment (additional core) Maintenance | \$500.00 |
| | ArcIMS Full Use Deployment Staging Server (up to two cores) | \$2,250.00 |
| | ArcIMS Full Use Deployment Staging Server (additional cores—maximum four cores per server) | \$1,125.00 |
| | ArcIMS Full Use Deployment Staging Server (up to two cores) Maintenance | \$500.00 |
| | ArcIMS Full Use Deployment Staging Server (additional cores) Maintenance | \$250.00 |
| 8 | Business Applications Software | |
| 8 | Esri Business Analyst Desktop—Single Use Licenses | |
| | Esri Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license) | \$16,671.00 |
| | Esri Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license) | \$12,171.00 |
| | Esri Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license) | \$7,671.00 |
| 8 | Esri Business Analyst Desktop—Concurrent Use Licenses | |
| | Esri Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license) | \$16,671.00 |
| | Esri Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license) | \$12,171.00 |
| | Esri Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license) | \$7,671.00 |
| 8 | Esri Business Analyst Desktop Maintenance—Concurrent Use and Single Use | |
| | Annual Maintenance for Esri Business Analyst (National Dataset) Software License (per license) | \$14,795.00 |
| | Annual Maintenance for Esri Business Analyst (One Region Dataset) Software License and One Year Maintenance (per license) | \$10,795.00 |
| | Annual Maintenance for Esri Business Analyst (One State Dataset) Software License and One Year Maintenance (per license) | \$6,795.00 |
| 8 | Esri Business Analyst Desktop Premium—Concurrent Use Licenses | |
| | Esri Business Analyst Desktop Premium—National Concurrent Use License | \$36,921.00 |
| | Esri Business Analyst Desktop Premium—Regional Concurrent Use License | \$26,566.00 |
| | Esri Business Analyst Desktop Premium—State Concurrent Use License | \$16,590.00 |



| Section | Description | Price |
|----------|---|--------------|
| 8 | Esri Business Analyst Desktop Premium—Single Use Licenses | |
| | Esri Business Analyst Desktop Premium—National Single Use License | \$36,921.00 |
| | Esri Business Analyst Desktop Premium—Regional Single Use License | \$26,566.00 |
| | Esri Business Analyst Desktop Premium—State Single Use License | \$16,590.00 |
| 8 | Annual Maintenance for Esri Business Analyst Desktop Premium—Concurrent Use and Single Use | |
| | Annual Maintenance for Esri Business Analyst Desktop Premium—National Concurrent Use and Single Use | \$32,795.00 |
| | Annual Maintenance for Esri Business Analyst Desktop Premium—Regional Concurrent Use and Single Use | \$23,590.00 |
| | Annual Maintenance for Esri Business Analyst Desktop Premium—State Concurrent Use and Single Use | \$14,720.00 |
| 8 | Esri Business Analyst for Canada | |
| | Esri Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Single Use (per license) | \$22,975.00 |
| | Esri Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license) | \$22,975.00 |
| | Esri Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Single Use (per license) | \$9,205.00 |
| | Esri Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license) | \$9,205.00 |
| | Annual Maintenance for Esri Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance (per license) | \$20,400.00 |
| | Annual Maintenance for Esri Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance (per license) | \$8,160.00 |
| 8 | Esri Business Analyst Server | |
| 8 | Esri Business Analyst Server Enterprise Advanced | |
| | Esri Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (up to four cores) | \$135,025.00 |
| | Esri Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (additional core) | \$33,775.00 |
| | Esri Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (up to four cores) Maintenance | \$100,000.00 |
| | Esri Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (additional core) Maintenance | \$25,000.00 |
| 8 | Esri Business Analyst Server Workgroup Advanced | |
| | Business Analyst Server Workgroup Advanced (per server—minimum two cores, maximum four cores) | \$67,525.00 |
| | Annual Maintenance for Esri Business Analyst Server Workgroup Advanced (per server—minimum two cores, maximum four cores) | \$50,000.00 |
| 8 | Esri Business Analyst Online | |
| | Esri Business Analyst Online—12-Month Premium Subscription | \$2,250.00 |
| | Esri Business Analyst Online—24-Month Premium Subscription | \$895.50 |
| 9 | Tracking Server | |
| | Tracking Server for Windows (up to two cores) | \$9,672.00 |
| | Tracking Server for Windows (additional core) | \$4,836.00 |
| | Annual Maintenance for Tracking Server (up to two cores) | \$2,500.00 |
| | Annual Maintenance for Tracking Server (additional core) | \$1,250.00 |



| Section | Description | Price |
|-----------|--|-------------|
| 9 | Tracking Server (Staging Servers) | |
| | Tracking Server Staging Server for Windows (up to two cores) | \$4,836.00 |
| | Tracking Server Staging Server for Windows (additional core) | \$2,418.00 |
| | Annual Maintenance for Tracking Server Staging Server (up to two cores) | \$1,250.00 |
| | Annual Maintenance for Tracking Server Staging Server (additional cores) | \$625.00 |
| 10 | ArcLogistics | |
| | ArcLogistics Single Use License | \$7,225.00 |
| | ArcLogistics Concurrent Use License | \$18,025.00 |
| | ArcLogistics Single Use Annual Maintenance | \$1,600.00 |
| | ArcLogistics Concurrent Use Annual Maintenance | \$4,000.00 |
| | ArcLogistics Tele Atlas Street Data North America—Single Use | \$2,225.00 |
| | ArcLogistics NAVTEQ Street Data North America—Single Use | \$2,225.00 |
| | ArcLogistics Tele Atlas Street Data Europe—Single Use | \$2,225.00 |
| | ArcLogistics NAVTEQ Street Data Europe—Single Use | \$2,225.00 |
| | ArcLogistics Tele Atlas Street Data North America—Single Use Annual Maintenance | \$1,600.00 |
| | ArcLogistics NAVTEQ Street Data North America—Single Use Annual Maintenance | \$1,600.00 |
| | ArcLogistics Tele Atlas Street Data Europe—Single Use Annual Maintenance | \$1,600.00 |
| | ArcLogistics NAVTEQ Street Data Europe—Single Use Annual Maintenance | \$1,600.00 |
| | ArcLogistics Tele Atlas Street Data North America—Concurrent Use | \$5,525.00 |
| | ArcLogistics NAVTEQ Street Data North America—Concurrent Use | \$5,525.00 |
| | ArcLogistics Tele Atlas Street Data Europe—Concurrent Use | \$5,525.00 |
| | ArcLogistics NAVTEQ Street Data Europe—Concurrent Use | \$5,525.00 |
| | ArcLogistics Tele Atlas Street Data North America—Concurrent Use Annual Maintenance | \$4,000.00 |
| | ArcLogistics NAVTEQ Street Data North America—Concurrent Use Annual Maintenance | \$4,000.00 |
| | ArcLogistics Tele Atlas Street Data Europe—Concurrent Use Annual Maintenance | \$4,000.00 |
| | ArcLogistics NAVTEQ Street Data Europe—Concurrent Use Annual Maintenance | \$4,000.00 |
| 10 | ArcLogistics Navigator | |
| | ArcLogistics Navigator—Single Use License (5-pack bundle) | \$925.00 |
| | ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (5-pack bundle) | \$425.00 |
| | ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (5-pack bundle) | \$625.00 |
| | ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (5-pack bundle) | \$425.00 |
| | ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (5-pack bundle) | \$625.00 |
| | Annual Maintenance for ArcLogistics Navigator—Single Use License (5-pack bundle) | \$200.00 |
| | Annual Maintenance for ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (5-pack bundle) | \$300.00 |
| | Annual Maintenance for ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (5-pack bundle) | \$500.00 |
| | Annual Maintenance for ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (5-pack bundle) | \$300.00 |
| | Annual Maintenance for ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (5-pack bundle) | \$500.00 |



| Section | Description | Price |
|---------|---|--------------|
| 10 | ArcLogistics using ArcGIS Online | |
| | ArcLogistics using ArcGIS Online—Annual Fee—Up to 5 Vehicles | \$1,000.00 |
| | ArcLogistics using ArcGIS Online—Annual Fee—Up to 10 Vehicles | \$2,000.00 |
| | ArcLogistics using ArcGIS Online—Annual Fee—Up to 20 Vehicles | \$3,500.00 |
| | ArcLogistics using ArcGIS Online—Annual Fee—Up to 50 Vehicles | \$4,500.00 |
| | ArcLogistics using ArcGIS Online—Monthly Fee—Up to 5 Vehicles | \$100.00 |
| | ArcLogistics using ArcGIS Online—Monthly Fee—Up to 10 Vehicles | \$200.00 |
| | ArcLogistics using ArcGIS Online—Monthly Fee—Up to 20 Vehicles | \$350.00 |
| | ArcLogistics using ArcGIS Online—Monthly Fee—Up to 50 Vehicles | \$450.00 |
| 11 | Address Coder | |
| | Address Coder Standard National—Per User License | \$8,125.00 |
| | Address Coder Standard Regional—Per User License | \$5,875.00 |
| | Address Coder Standard State—Per User License | \$3,265.00 |
| | Annual Maintenance for Address Coder Standard National—Per User License | \$7,200.00 |
| | Annual Maintenance for Address Coder Standard Regional—Per User License | \$5,200.00 |
| | Annual Maintenance for Address Coder Standard State—Per User License | \$2,880.00 |
| | Address Coder Premium National—Per User License | \$13,525.00 |
| | Address Coder Premium Regional—Per User License | \$9,475.00 |
| | Address Coder Premium State—Per User License | \$5,425.00 |
| | Annual Maintenance for Address Coder Premium National—Per User License | \$12,000.00 |
| | Annual Maintenance for Address Coder Premium Regional—Per User License | \$8,400.00 |
| | Annual Maintenance for Address Coder Premium State—Per User License | \$4,800.00 |
| | Tapestry Add-on National—Per User License | \$8,665.00 |
| | Tapestry Add-on Regional—Per User License | \$5,209.00 |
| | Tapestry Add-on State—Per User License | \$3,481.00 |
| | Annual Maintenance for Tapestry Add-on National—Per User License | \$7,680.00 |
| | Annual Maintenance for Tapestry Add-on Regional—Per User License | \$4,608.00 |
| | Annual Maintenance for Tapestry Add-on State—Per User License | \$3,072.00 |
| | Tapestry ZIP + 4 Add-on National—Per User License | \$21,625.00 |
| | Tapestry ZIP + 4 Add-on Regional—Per User License | \$12,985.00 |
| | Tapestry ZIP + 4 Add-on State—Per User License | \$8,665.00 |
| | Annual Maintenance for Tapestry ZIP + 4 Add-on National—Per User License | \$19,200.00 |
| | Annual Maintenance for Tapestry ZIP + 4 Add-on Regional—Per User License | \$11,520.00 |
| | Annual Maintenance for Tapestry ZIP + 4 Add-on State—Per User License | \$7,680.00 |
| 11 | Esri StreetMap Premium Advanced NAVTEQ Data | |
| | United States—All usage types (per single use Desktop user/per year) | \$8,825.00 |
| | United States—All usage types (per concurrent use Desktop user/per year) | \$22,025.00 |
| | United States—All usage types (per Workgroup Server/per year) | \$44,025.00 |
| | United States—All usage types (per Enterprise Server/per year) | \$110,025.00 |
| | United States—All usage types (per additional 2 cores Enterprise Server/per year) | \$44,025.00 |
| | United States—Display (per single use Desktop user/per year) | \$1,225.00 |
| | United States—Display (per concurrent use Desktop user/per year) | \$3,025.00 |
| | United States—Display (per Workgroup Server/per year) | \$6,025.00 |
| | United States—Display (per Enterprise Server/per year) | \$15,025.00 |
| | United States—Display (per additional 2 cores Enterprise Server/per year) | \$6,025.00 |
| | United States—Geocode (per single use Desktop user/per year) | \$3,125.00 |
| | United States—Geocode (per concurrent use Desktop user/per year) | \$7,775.00 |



| Section | Description | Price |
|---------|---|-------------|
| | United States—Geocode (per Workgroup Server/per year) | \$15,525.00 |
| | United States—Geocode (per Enterprise Server/per year) | \$38,775.00 |
| | United States—Geocode (per additional 2 cores Enterprise Server/per year) | \$15,525.00 |
| | United States—Route (per single use Desktop user/per year) | \$4,525.00 |
| | United States—Route (per concurrent use Desktop user/per year) | \$11,275.00 |
| | United States—Route (per Workgroup Server/per year) | \$22,525.00 |
| | United States—Route (per Enterprise Server/per year) | \$56,275.00 |
| | United States—Route (per additional 2 cores Enterprise Server/per year) | \$22,525.00 |
| | State—All usage types (per single use Desktop user/per year) | \$2,925.00 |
| | State—All usage types (per concurrent use Desktop user/per year) | \$7,275.00 |
| | State—All usage types (per Workgroup Server/per year) | \$14,525.00 |
| | State—All usage types (per Enterprise Server/per year) | \$36,275.00 |
| | State—All usage types (per additional 2 cores Enterprise Server/per year) | \$14,525.00 |
| | State—Display (per single use Desktop user/per year) | \$425.00 |
| | State—Display (per concurrent use Desktop user/per year) | \$1,025.00 |
| | State—Display (per Workgroup Server/per year) | \$2,025.00 |
| | State—Display (per Enterprise Server/per year) | \$5,025.00 |
| | State—Display (per additional 2 cores Enterprise Server/per year) | \$2,025.00 |
| | State—Geocode (per single use Desktop user/per year) | \$1,025.00 |
| | State—Geocode (per concurrent use Desktop user/per year) | \$2,525.00 |
| | State—Geocode (per Workgroup Server/per year) | \$5,025.00 |
| | State—Geocode (per Enterprise Server/per year) | \$12,525.00 |
| | State—Geocode (per additional core Enterprise Server/per year) | \$5,025.00 |
| | State—Route (per single use Desktop user/per year) | \$1,525.00 |
| | State—Route (per concurrent use Desktop user/per year) | \$3,775.00 |
| | State—Route (per Workgroup Server/per year) | \$7,525.00 |
| | State—Route (per Enterprise Server/per year) | \$18,775.00 |
| | State—Route (per additional 2 cores Enterprise Server/per year) | \$7,525.00 |
| 11 | Esri StreetMap Premium NAVTEQ Data | |
| | United States—All usage types (per single use Desktop user/per year) | \$6,025.00 |
| | United States—All usage types (per concurrent use Desktop user/per year) | \$15,025.00 |
| | United States—All usage types (per Workgroup Server/per year) | \$30,025.00 |
| | United States—All usage types (per Enterprise Server/per year) | \$75,025.00 |
| | United States—All usage types (per additional 2 cores Enterprise Server/per year) | \$30,025.00 |
| | United States—Display (per single use Desktop user/per year) | \$1,225.00 |
| | United States—Display (per concurrent use Desktop user/per year) | \$3,025.00 |
| | United States—Display (per Workgroup Server/per year) | \$6,025.00 |
| | United States—Display (per Enterprise Server/per year) | \$15,025.00 |
| | United States—Display (per additional 2 cores Enterprise Server/per year) | \$6,025.00 |
| | United States—Geocode (per single use Desktop user/per year) | \$1,825.00 |
| | United States—Geocode (per concurrent use Desktop user/per year) | \$4,525.00 |
| | United States—Geocode (per Workgroup Server/per year) | \$9,025.00 |
| | United States—Geocode (per Enterprise Server/per year) | \$22,525.00 |
| | United States—Geocode (per additional 2 cores Enterprise Server/per year) | \$9,025.00 |
| | United States—Route (per single use Desktop user/per year) | \$3,025.00 |
| | United States—Route (per concurrent use Desktop user/per year) | \$7,525.00 |
| | United States—Route (per Workgroup Server/per year) | \$15,025.00 |



| Section | Description | Price |
|-----------|---|-------------|
| | United States—Route (per Enterprise Server/per year) | \$37,525.00 |
| | United States—Route (per additional 2 cores Enterprise Server/per year) | \$15,025.00 |
| | State—All usage types (per single use Desktop user/per year) | \$2,025.00 |
| | State—All usage types (per concurrent use Desktop user/per year) | \$5,025.00 |
| | State—All usage types (per Workgroup Server/per year) | \$10,025.00 |
| | State—All usage types (per Enterprise Server/per year) | \$25,025.00 |
| | State—All usage types (per additional 2 cores Enterprise Server/per year) | \$10,025.00 |
| | State—Display (per single use Desktop user/per year) | \$425.00 |
| | State—Display (per concurrent use Desktop user/per year) | \$1,025.00 |
| | State—Display (per Workgroup Server/per year) | \$2,025.00 |
| | State—Display (per Enterprise Server/per year) | \$5,025.00 |
| | State—Display (per additional 2 cores Enterprise Server/per year) | \$2,025.00 |
| | State—Geocode (per single use Desktop user/per year) | \$625.00 |
| | State—Geocode (per concurrent use Desktop user/per year) | \$1,525.00 |
| | State—Geocode (per Workgroup Server/per year) | \$3,025.00 |
| | State—Geocode (per Enterprise Server/per year) | \$7,525.00 |
| | State—Geocode (per additional core Enterprise Server/per year) | \$3,025.00 |
| | State—Route (per single use Desktop user/per year) | \$1,025.00 |
| | State—Route (per concurrent use Desktop user/per year) | \$2,525.00 |
| | State—Route (per Workgroup Server/per year) | \$5,025.00 |
| | State—Route (per Enterprise Server/per year) | \$12,525.00 |
| | State—Route (per additional 2 cores Enterprise Server/per year) | \$5,025.00 |
| 11 | Esri StreetMap Premium Tele Atlas Data | |
| | United States—All usage types (per Desktop user/per year) | \$6,025.00 |
| | United States—All usage types (per concurrent use Desktop user/per year) | \$15,025.00 |
| | United States—All usage types (per Workgroup Server/per year) | \$30,025.00 |
| | United States—All usage types (per Enterprise Server/per year) | \$75,025.00 |
| | United States—All usage types (per additional 2 cores Enterprise Server/per year) | \$30,025.00 |
| | United States—Display (per Desktop user/per year) | \$1,225.00 |
| | United States—Display (per concurrent use Desktop user/per year) | \$3,025.00 |
| | United States—Display (per Workgroup Server/per year) | \$6,025.00 |
| | United States—Display (per Enterprise Server/per year) | \$15,025.00 |
| | United States—Display (per additional 2 cores Enterprise Server/per year) | \$6,025.00 |
| | United States—Geocode (per Desktop user/per year) | \$1,825.00 |
| | United States—Geocode (per concurrent use Desktop user/per year) | \$4,525.00 |
| | United States—Geocode (per Workgroup Server/per year) | \$9,025.00 |
| | United States—Geocode (per Enterprise Server/per year) | \$22,525.00 |
| | United States—Geocode (per additional 2 cores Enterprise Server/per year) | \$9,025.00 |
| | United States—Route (per Desktop user/per year) | \$3,025.00 |
| | United States—Route (per concurrent use Desktop user/per year) | \$7,525.00 |
| | United States—Route (per Workgroup Server/per year) | \$15,025.00 |
| | United States—Route (per Enterprise Server/per year) | \$37,525.00 |
| | United States—Route (per additional 2 cores Enterprise Server/per year) | \$15,025.00 |
| | Small State—All usage types (per Desktop user/per year) | \$925.00 |
| | Small State—All usage types (per concurrent use Desktop user/per year) | \$2,275.00 |
| | Small State—All usage types (per Workgroup Server/per year) | \$4,525.00 |
| | Small State—All usage types (per Enterprise Server/per year) | \$11,275.00 |



| Section | Description | Price |
|---------|--|-------------|
| | Small State—All usage types (per additional 2 cores Enterprise Server/per year) | \$4,525.00 |
| | Small State—Display (per Desktop user/per year) | \$525.00 |
| | Small State—Display (per concurrent use Desktop user/per year) | \$525.00 |
| | Small State—Display (per Workgroup Server/per year) | \$925.00 |
| | Small State—Display (per Enterprise Server/per year) | \$2,275.00 |
| | Small State—Display (per additional 2 cores Enterprise Server/per year) | \$925.00 |
| | Small State—Geocode (per Desktop user/per year) | \$525.00 |
| | Small State—Geocode (per concurrent use Desktop user/per year) | \$700.00 |
| | Small State—Geocode (per Workgroup Server/per year) | \$1,375.00 |
| | Small State—Geocode (per Enterprise Server/per year) | \$3,400.00 |
| | Small State—Geocode (per additional 2 cores Enterprise Server/per year) | \$1,375.00 |
| | Small State—Route (per Desktop user/per year) | \$525.00 |
| | Small State—Route (per concurrent use Desktop user/per year) | \$1,150.00 |
| | Small State—Route (per Workgroup Server/per year) | \$2,275.00 |
| | Small State—Route (per Enterprise Server/per year) | \$5,650.00 |
| | Small State—Route (per additional 2 cores Enterprise Server/per year) | \$2,275.00 |
| | Medium State—All usage types (per Desktop user/per year) | \$1,225.00 |
| | Medium State—All usage types (per concurrent use Desktop user/per year) | \$3,025.00 |
| | Medium State—All usage types (per Workgroup Server/per year) | \$6,025.00 |
| | Medium State—All usage types (per Enterprise Server/per year) | \$15,025.00 |
| | Medium State—All usage types (per additional 2 cores Enterprise Server/per year) | \$6,025.00 |
| | Medium State—Display (per Desktop user/per year) | \$525.00 |
| | Medium State—Display (per concurrent use Desktop user/per year) | \$625.00 |
| | Medium State—Display (per Workgroup Server/per year) | \$1,225.00 |
| | Medium State—Display (per Enterprise Server/per year) | \$3,025.00 |
| | Medium State—Display (per additional 2 cores Enterprise Server/per year) | \$1,225.00 |
| | Medium State—Geocode (per Desktop user/per year) | \$525.00 |
| | Medium State—Geocode (per concurrent use Desktop user/per year) | \$925.00 |
| | Medium State—Geocode (per Workgroup Server/per year) | \$1,825.00 |
| | Medium State—Geocode (per Enterprise Server/per year) | \$4,525.00 |
| | Medium State—Geocode (per additional 2 cores Enterprise Server/per year) | \$1,825.00 |
| | Medium State—Route (per Desktop user/per year) | \$625.00 |
| | Medium State—Route (per concurrent use Desktop user/per year) | \$1,525.00 |
| | Medium State—Route (per Workgroup Server/per year) | \$3,025.00 |
| | Medium State—Route (per Enterprise Server/per year) | \$7,525.00 |
| | Medium State—Route (per additional 2 cores Enterprise Server/per year) | \$3,025.00 |
| | Large State—All usage types (per Desktop user/per year) | \$1,825.00 |
| | Large State—All usage types (per concurrent use Desktop user/per year) | \$4,525.00 |
| | Large State—All usage types (per Workgroup Server/per year) | \$9,025.00 |
| | Large State—All usage types (per Enterprise Server/per year) | \$22,525.00 |
| | Large State—All usage types (per additional 2 cores Enterprise Server/per year) | \$9,025.00 |
| | Large State—Display (per Desktop user/per year) | \$565.00 |
| | Large State—Display (per concurrent use Desktop user/per year) | \$925.00 |
| | Large State—Display (per Workgroup Server/per year) | \$1,825.00 |
| | Large State—Display (per Enterprise Server/per year) | \$4,525.00 |
| | Large State—Display (per additional 2 cores Enterprise Server/per year) | \$1,825.00 |
| | Large State—Geocode (per Desktop user/per year) | \$565.00 |



| Section | Description | Price |
|---------|--|-------------|
| | Large State—Geocode (per concurrent use Desktop user/per year) | \$1,375.00 |
| | Large State—Geocode (per Workgroup Server/per year) | \$2,725.00 |
| | Large State—Geocode (per Enterprise Server/per year) | \$6,775.00 |
| | Large State—Geocode (per additional 2 cores Enterprise Server/per year) | \$2,725.00 |
| | Large State—Route (per Desktop user/per year) | \$925.00 |
| | Large State—Route (per concurrent use Desktop user/per year) | \$2,275.00 |
| | Large State—Route (per Workgroup Server/per year) | \$4,525.00 |
| | Large State—Route (per Enterprise Server/per year) | \$11,275.00 |
| | Large State—Route (per additional 2 cores Enterprise Server/per year) | \$4,525.00 |
| | Other Software | |
| 12 | MapIt | |
| | MapIt Deployment Server License (per server) | \$4,050.00 |
| | MapIt Deployment Server License (per server)—Annual Maintenance | \$900.00 |
| 12 | Maplex | |
| | Maplex First Single Use License | \$14,532.00 |
| | Maplex Second Single Use License | \$14,000.00 |
| | Maplex Third Single Use License | \$11,500.00 |
| | Maplex Single Use License Annual Primary Maintenance | \$3,750.00 |
| | Maplex Single Use License Annual Secondary Maintenance | \$1,500.00 |
| 12 | Esri Mapping and Charting | |
| | Esri Production Mapping Concurrent Use License | \$9,000.00 |
| | Esri Production Mapping Single Use License | \$9,000.00 |
| | Annual Maintenance for Esri Production Mapping Concurrent Use License | \$2,500.00 |
| | Annual Maintenance for Esri Production Mapping Single Use License | \$2,500.00 |
| | Esri Defense Mapping Concurrent Use License | \$9,000.00 |
| | Esri Defense Mapping Single Use License | \$9,000.00 |
| | Annual Maintenance for Esri Defense Mapping Concurrent Use License | \$2,500.00 |
| | Annual Maintenance for Esri Defense Mapping Single Use License | \$2,500.00 |
| | Esri Aeronautical Solution Concurrent Use License | \$9,000.00 |
| | Esri Aeronautical Solution Single Use License | \$9,000.00 |
| | Annual Maintenance for Esri Aeronautical Solution Concurrent Use License | \$2,500.00 |
| | Annual Maintenance for Esri Aeronautical Solution Single Use License | \$2,500.00 |
| | Esri Nautical Solution Concurrent Use License | \$9,000.00 |
| | Esri Nautical Solution Single Use License | \$9,000.00 |
| | Annual Maintenance for Esri Nautical Solution Concurrent Use License | \$2,500.00 |
| | Annual Maintenance for Esri Nautical Solution Single Use License | \$2,500.00 |
| 13 | Mobile GIS | |
| 13 | ArcPad | |
| 13 | ArcPad 7.1 | |
| | ArcPad Single Use License | \$471.00 |
| | ArcPad 5.x/6.x Upgrade to 7.x | \$145.00 |
| 13 | ArcPad 8.0 | |
| | ArcPad Single Use License | \$630.00 |
| | ArcPad Single Use License Annual Maintenance | \$250.00 |
| | ArcPad 5.x/6.x/7.x Upgrade to 10 | \$242.00 |



| Section | Description | Price |
|---------|---|-------------|
| 14 | Esri Developer Network (EDN) | |
| | Annual License for Esri Developer Network (EDN) without ArcView | \$1,451.00 |
| | EDN with ArcView Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions) | \$1,934.00 |
| | EDN with ArcEditor Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions) | \$2,902.00 |
| | EDN with ArcInfo Desktop License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions) | \$3,869.00 |
| | For Customers Who Already Subscribe to EDN | |
| | Add-on ArcView to a Current EDN Single Use License—One per EDN License | \$484.00 |
| | Add-on ArcEditor to a Current EDN Single Use License—One per EDN License | \$1,451.00 |
| | Add-on ArcInfo Desktop to a Current EDN Single Use License—One per EDN License | \$2,418.00 |
| | Software Upgrades | |
| | EDN with ArcView Upgrade to ArcEditor Single Use | \$967.00 |
| | EDN with ArcView Upgrade to ArcInfo Desktop Concurrent Use | \$1,934.00 |
| | EDN with ArcEditor Upgrade to ArcInfo Desktop Concurrent Use | \$967.00 |
| | Technical Support (10 calls) for Esri Developer Network (EDN) | \$2,000.00 |
| | Instructor-Led Training (5 days) for Esri Developer Network (EDN) | \$2,200.00 |
| 15 | ArcGIS Server with Cloud Infrastructure | |
| 15 | ArcGIS Server with Cloud Infrastructure—Annual Term Licenses | |
| | ArcGIS Server Advanced Enterprise Annual Term License | \$40,000.00 |
| | ArcGIS Server Standard Enterprise Annual Term License | \$30,000.00 |
| | ArcGIS Server Basic Enterprise Annual Term License | \$25,000.00 |
| 15 | ArcGIS Server Extensions with Cloud Infrastructure—Annual Term Licenses | |
| | ArcGIS Server Advanced Enterprise Workflow Manager Extension Annual License | \$6,000.00 |
| | ArcGIS Server Standard Enterprise Workflow Manager Extension Annual License | \$6,000.00 |
| | ArcGIS Server Advanced Enterprise Data Interoperability Extension Annual License | \$6,000.00 |
| | ArcGIS Server Standard Enterprise Data Interoperability Extension Annual License | \$6,000.00 |
| | ArcGIS Server Advanced Enterprise Image Extension Annual License | \$6,000.00 |
| | ArcGIS Server Standard Enterprise Image Extension Annual License | \$6,000.00 |
| | ArcGIS Server Advanced Enterprise Schematics Extension Annual License | \$6,000.00 |
| | ArcGIS Server Standard Enterprise Network Extension Annual License | \$6,000.00 |
| 15 | ArcGIS Server with Cloud Infrastructure—Quarterly Term Licenses | |
| | ArcGIS Server Advanced Enterprise Quarterly Term License | \$12,500.00 |
| | ArcGIS Server Standard Enterprise Quarterly Term License | \$10,000.00 |
| | ArcGIS Server Basic Enterprise Quarterly Term License | \$8,500.00 |
| 15 | ArcGIS Server Extensions with Cloud Infrastructure—Quarterly Term Licenses | |
| | ArcGIS Server Advanced Enterprise Workflow Manager Extension Quarterly Term License | \$3,000.00 |
| | ArcGIS Server Standard Enterprise Workflow Manager Extension Quarterly Term License | \$3,000.00 |
| | ArcGIS Server Advanced Enterprise Data Interoperability Extension Quarterly Term License | \$3,000.00 |
| | ArcGIS Server Standard Enterprise Data Interoperability Extension Quarterly Term License | \$3,000.00 |
| | ArcGIS Server Advanced Enterprise Image Extension Quarterly Term License | \$3,000.00 |



| Section | Description | Price |
|---------|--|-------------|
| | ArcGIS Server Standard Enterprise Image Extension Quarterly Term License | \$3,000.00 |
| | ArcGIS Server Advanced Enterprise Schematics Extension Quarterly Term License | \$3,000.00 |
| | ArcGIS Server Standard Enterprise Network Extension Quarterly Term License | \$3,000.00 |
| 15 | ArcGIS Server with Cloud Infrastructure—Monthly Term Licenses | |
| | ArcGIS Server Advanced Enterprise Monthly Term License | \$5,000.00 |
| | ArcGIS Server Standard Enterprise Monthly Term License | \$4,000.00 |
| | ArcGIS Server Basic Enterprise Monthly Term License | \$3,000.00 |
| 15 | ArcGIS Server Extensions with Cloud Infrastructure—Monthly Term Licenses | |
| | ArcGIS Server Advanced Enterprise Workflow Manager Extension Monthly Term License | \$1,000.00 |
| | ArcGIS Server Standard Enterprise Workflow Manager Extension Monthly Term License | \$1,000.00 |
| | ArcGIS Server Advanced Enterprise Data Interoperability Extension Monthly Term License | \$1,000.00 |
| | ArcGIS Server Standard Enterprise Data Interoperability Extension Monthly Term License | \$1,000.00 |
| | ArcGIS Server Advanced Enterprise Image Extension Monthly Term License | \$1,000.00 |
| | ArcGIS Server Standard Enterprise Image Extension Monthly Term License | \$1,000.00 |
| | ArcGIS Server Advanced Enterprise Schematics Extension Monthly Term License | \$1,000.00 |
| | ArcGIS Server Standard Enterprise Network Extension Monthly Term License | \$1,000.00 |
| 16 | Premium Support Services | |
| | Premium Support Annual Use—Block of 10 Incidents | \$10,000.00 |
| | Premium Support Annual Use—Unlimited Incidents | \$35,000.00 |
| 16 | Professional Services Packages | |
| 16 | Workshop Packages | |
| | Esri Production Mapping Workshop (3 days) | \$11,400.00 |
| | Esri Defense Mapping Workshop (3 days) | \$11,400.00 |
| | Esri Nautical Solution Workshop (5 days) | \$16,600.00 |
| | Esri Aeronautical Solution Workshop (3 days) | \$11,400.00 |
| | ArcGIS Data Reviewer Workshop (3 days) | \$11,400.00 |
| | ArcGIS Workflow Manager Workshop (3 days) | \$11,400.00 |
| 16 | Jumpstart Packages | |
| | ArcGIS Server Jumpstart 3-Day Option (up to 2 servers) | \$8,000.00 |
| | ArcGIS Server Jumpstart 4-Day Option (up to 4 servers) | \$10,000.00 |
| | ArcGIS Server Geoportal Extension Jumpstart (3-day option) | \$11,400.00 |
| | ArcGIS Server Geoportal Extension Jumpstart (5-day option) | \$16,600.00 |
| | Esri Production Mapping Jumpstart (5 days) | \$16,600.00 |
| | Esri Defense Mapping Jumpstart (5 days) | \$16,600.00 |
| | Esri Nautical Solution Jumpstart (7 days) | \$21,800.00 |
| | Esri Aeronautical Solution Jumpstart (5 days) | \$16,600.00 |
| | ArcGIS Data Reviewer Jumpstart (5 days) | \$16,600.00 |
| | ArcGIS Workflow Manager Jumpstart (5 days) | \$16,600.00 |
| | Tracking Server Jumpstart (5 days) | \$21,900.00 |
| | Enterprise GIS Health Check (3 days) | \$11,400.00 |
| | Remote Developer Support (20 hours) | \$5,100.00 |
| | Remote Support for ArcGIS Server Geoportal Extension (20 hours) | \$5,100.00 |



| Section | Description | Price |
|---------|---|--------------|
| 17 | Instructor-Led Training | |
| | Esri Site Training—per Student, per Day at Esri Learning Centers in the United States (price effective 1/11/2010) | \$490.00 |
| | Instructor-Led Virtual Classroom—per Student, per Day (price effective 1/11/2010) | \$490.00 |
| | Additional Student—Client Site Private Class per Student per Day | \$330.00 |
| | Additional Student—Esri Site Private Class per Student per Day | \$330.00 |
| | Private Classes—Esri Site per Class per Day (12 students) in Locations in the United States (price effective 1/11/2010) | \$4,410.00 |
| | Private Classes—Client Site per Class per Day (12 students) in Locations in the United States (price effective 1/11/2010) | \$4,410.00 |
| | Client Coaching Services—Client Site | \$4,000.00 |
| | Client Coaching Services—Esri Site | \$4,000.00 |
| 17 | Virtual Campus | |
| 17 | Individual Courses | |
| | Esri Virtual Campus Training Course Pricing (1 paid modules) per seat | \$29.00 |
| | Esri Virtual Campus Training Course Pricing (2 paid modules) per seat | \$58.00 |
| | Esri Virtual Campus Training Course Pricing (3 paid modules) per seat | \$87.00 |
| | Esri Virtual Campus Training Course Pricing (4 paid modules) per seat | \$116.00 |
| | Esri Virtual Campus Training Course Pricing (5 paid modules) per seat | \$145.00 |
| | Esri Virtual Campus Training Course Pricing (6 paid modules) per seat | \$174.00 |
| | Esri Virtual Campus Training Course Pricing (7 paid modules) per seat | \$203.00 |
| | Esri Virtual Campus Training Course Pricing (8 paid modules) per seat | \$232.00 |
| | Esri Virtual Campus Training Course Pricing (9 paid modules) per seat | \$261.00 |
| 17 | Esri Virtual Campus Annual User License Pricing | |
| 17 | Education Licenses (for all Virtual Campus courses) | |
| | Premium Annual User License (2,500 Virtual Campus Dollar Value) | \$2,250.00 |
| | Premium Annual User License (5,000 Virtual Campus Dollar Value) | \$4,250.00 |
| | Premium Annual User License (10,000 Virtual Campus Dollar Value) | \$7,000.00 |
| | Premium Annual User License (25,000 Virtual Campus Dollar Value) | \$16,250.00 |
| | Premium Annual User License (50,000 Virtual Campus Dollar Value) | \$30,000.00 |
| | Premium Annual User License (100,000 Virtual Campus Dollar Value) | \$50,000.00 |
| | Premium Annual User License (1,000,000 Virtual Campus Dollar Value) | \$500,000.00 |
| | Premium One Year Extension Annual User License | \$600.00 |



EXHIBIT C
CUSTOM SOFTWARE, TECHNICAL DATA, AND
ASSISTANCE LICENSE ADDENDUM
(E600M 06/14/2010)

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

ARTICLE 1-- DEFINITIONS

All words, phrases, or terms defined in other parts of this Agreement shall have the same meaning in this Addendum. The following additional words, phrases, or terms shall have the following meaning:

- i. "Task Order" means an order for professional services issued under this Addendum in substantially the same format as the sample task order form attached as Attachment A.
- ii. "Custom Software" means all or any portion of the computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under any Task Order, exclusive of Commercial off-the-Shelf Software, or COTS Software.
- iii. "Technical Data" means, without limitation, all technical materials including formula, compilations, software code or programs, methods, techniques, know-how, technical assistance, processes, algorithms, designs, data dictionaries and models, schematics, user documentation, training documentation, specifications, drawings, flowcharts, briefings, test or quality control procedures, or other similar information supplied or disclosed by Esri under any Task Order. Technical Data does not include COTS Software, COTS data, or COTS documentation, which must be licensed separately by Licensee under Esri's commercial Software license.
- iv. "Map Data" means any digital dataset(s) including geographic, vector data coordinates, raster, or associated tabular attributes supplied by either party for use in the performance of any Task Order.
- v. "Deliverables" means Custom Software, Technical Data, or Map Data specified for delivery or use by Licensee under a firm fixed price Task Order.
- vi. "Commercial off-the-Shelf Software" or "COTS Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri Web site or delivered on any media in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.
- vii. "Services" means consulting support being performed by Esri on a time and materials hourly basis in exchange for compensation from the Licensee.
- viii. "Services Output" means any tangible output produced as a result of the Services provided by Esri under this Addendum. Services Output can include, but is not limited to, reports, training materials, and Custom Software.

ARTICLE 2—TASK ORDERS AND PROJECT SCHEDULE

Esri shall provide Deliverables and/or Services as specified in a specific Task Order relating to the COTS Software identified in the Task Order.

Unless otherwise provided by Esri in writing, Esri's Contracts Manager for the Professional Services Division is authorized to agree to Task Orders. Licensee shall provide advanced written notification of the name and title of the representative authorized to sign Task Orders and bind Licensee. Each party may enter into Task Orders at its sole discretion and shall not have any obligation under a Task Order until it is signed by both parties.

Each party shall identify in writing the project manager who is responsible for the Services or Deliverables specified in Task Orders. By written notice, either party may replace the project manager at any time with a similarly qualified person.



The period of performance of each Task Order shall be specified in each Task Order.

ARTICLE 3—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Article 3, Esri or its licensors own and retain all right, title, and interest in the Deliverables and Services Output. This Addendum does not transfer ownership rights of any description in the Deliverables or Services Output to Licensee or any third party. Subject to the terms and conditions set forth in this Addendum and effective upon the transfer, by any means, of the Deliverables or Services Output to the Licensee, Esri hereby grants to Licensee a nonexclusive, worldwide license in the Deliverables or Services Output to use, modify, and reproduce the Deliverables or Services Output in connection with Licensee's authorized use of COTS Software. The license grant in the immediately preceding sentence does not apply to Map Data, which Licensee must separately and directly license from the vendor.

Licensee shall retain any patent, copyright, or trademark or proprietary notices on all items licensed under this Addendum and shall take other necessary steps to protect Esri's or its licensor's intellectual property rights.

ARTICLE 4—PATENTS AND INVENTIONS

During the performance of Task Orders, the parties anticipate that inventions, innovations, and improvements ("Inventions") relating to the subject matter of such Task Orders may be conceived solely or jointly by principals, employees, consultants, or independent contractors (hereinafter called "Inventors") of the parties hereto.

The parties agree that, as of the effective date of this Agreement, Esri or its licensors own all intellectual property rights in the COTS Software. During the term of this Agreement, Licensee shall promptly notify Esri if Licensee becomes aware of any known or suspected infringement or violation of these rights.

Each party shall retain title to any Inventions made or conceived solely by its Inventors during the term of this Addendum, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Addendum. The parties shall jointly own any Inventions made or conceived jointly by Inventors from both parties.

Where only one party has title to an Invention, that party, at its sole discretion, shall have the right, but not the obligation, at its expense to: (i) decide on whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on such Invention; (ii) decide the extent and scope of such protection; and (iii) protect and enforce in any country any patents issued on such Invention.

Except as provided in the next paragraph, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection.

The acquisition or maintenance of protection shall not be abandoned by a joint owner (the "Assigning Owner") without giving the other joint owner (the "Beneficial Owner") an opportunity to intervene and acquire or maintain protection at the Beneficial Owner's expense. The Assigning Owner electing not to acquire or maintain protection on any Inventions in any country or countries shall assign such of its rights in such Inventions to the Beneficial Owner as is necessary to enable the Beneficial Owner to protect such Inventions in such country or countries at its expense and for its exclusive benefit. In such event, the Assigning Owner shall make available to the Beneficial Owner the Assigning Owner's Inventors and shall otherwise cooperate with the Beneficial Owner in order to assist the Beneficial Owner in protecting such Inventions. The Beneficial Owner shall reimburse the Assigning Owner for all reasonable out-of-pocket expenses incurred in rendering such assistance. If any such Inventions are so protected by the Beneficial Owner, then the Assigning Owner shall have a license with respect to the subject matter of such protected Inventions in such country or countries.



All Inventions made by Inventors during performance of tasks and activities defined by Task Orders during the term of this Addendum will be presumed, absent clear and convincing evidence to the contrary, to have resulted from the Inventors' activities under the Task Orders.

Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which shall not be unreasonably withheld by either party. However, either party may transfer such Inventions to its Affiliates for their internal use only. "Affiliate" shall mean the parent or subsidiary companies of a party or subsidiary companies to a party's parent provided there is more than fifty percent (50%) ownership of the subsidiary by the parent or party.

ARTICLE 5—CONFIDENTIALITY OF DELIVERABLES AND SERVICES OUTPUT

Unless otherwise agreed in writing, the Deliverables and Services Output are Esri confidential information, and Licensee shall preserve and protect the confidentiality of said Deliverables and Services Output to the extent permitted by law. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Deliverables or Services Output delivered only in object code, executable code, or formats subject to similar or greater means of access control (collectively, "Secure Formats"). For Deliverables or Services Output delivered in source code or other human-readable formats, Licensee shall have met its obligations under this Article if its disclosure of Deliverables or Services Output is limited to Deliverables or Services Output in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Deliverables or Services Output is withheld from such disclosure, and the person or entity in receipt of such Deliverables or Services Output similarly agrees not to perform such acts or allow others to do so.

Except as provided in the preceding paragraph, Licensee shall not disclose any Deliverables or Services Output to employees or third parties without the advanced written consent of Esri. However, Licensee may, without such consent, make such disclosures to employees as are reasonably required for the Licensee's authorized use of the COTS Software, provided that such disclosure is strictly limited to the portions of the Deliverables or Services Output needed for that purpose. The disclosures permitted under this paragraph shall not relieve Licensee of its obligation to maintain the Deliverables or Services Output in confidence and comply with all applicable laws and regulations of the United States.

Licensee shall not have any obligation to protect any part of a Deliverable or Services Output that it can prove: (i) was in Licensee's possession before receipt from Esri; (ii) is or becomes a matter of public knowledge through no fault of Licensee; (iii) is rightfully disclosed by a third party without a duty of confidentiality; (iv) is disclosed by Esri to a third party without a duty of confidentiality; (v) is independently developed by Licensee; or (vi) is required to be disclosed by operation of law.

ARTICLE 6—ACCEPTANCE

A. For Time and Materials Task Orders. Services are provided strictly on a time and materials basis subject to the task order not-to-exceed funding limit. The Services delivered will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Esri is notified otherwise by Licensee within ten (10) days after delivery.

B. For Firm Fixed Price Task Orders. Deliverables for fixed price Task Orders shall be categorized as follows:

- i. "DELIVERABLE ACCEPTED" means a Deliverable conforming to applicable Task Order(s) with no more than minor nonconformities. Licensee shall complete its acceptance review within ten (10) working days of receiving each Deliverable.
- ii. "DELIVERABLE ACCEPTED WITH REWORK" means a deliverable substantially conforming to applicable Task Order(s), but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri shall rework the Deliverable for the identified nonconformities and resubmit it within thirty (30) days. Licensee will rerun its acceptance review for the nonconformities detected in the initial review within ten (10) working days of such resubmission and will reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.



- iii. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri shall rework the Deliverable and resubmit it to Licensee within thirty (30) days, at which time Licensee shall have ten (10) working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Licensee agrees it shall not use any Deliverable in its business operations before acceptance as described in B.i. or B.ii. If Esri does not receive within ten (10) working days after delivery written notice that the Deliverable is "ACCEPTED WITH REWORK" or "REJECTED" in accordance with B.ii. or B.iii., or if Licensee uses the Deliverable in its business operations, the Deliverable shall be deemed, as of the first to occur of either of these events, to have been accepted.

ARTICLE 7—CHANGES TO SCOPE OF WORK

Licensee may, at any time, request changes within the general scope of an open Task Order. If the parties agree to such changes and such changes cause an increase or decrease in the cost or time required to provide a Deliverable under any Task Order (regardless of whether the Deliverable itself is changed), an equitable adjustment in the price or schedule, or both, shall be made, and the Task Order shall be modified accordingly in writing and signed by both parties.

ARTICLE 8—COMPENSATION; INVOICES

- A. For Time and Materials Task Orders.** Esri shall prepare and submit to Licensee written monthly invoices showing the compensation due for work performed, including travel time, under Task Orders to the Licensee address listed on the Task Order. The amount invoiced will be equal to the number of hours expended during the previous month multiplied by the rates for labor categories set forth in Attachment B. Travel expenses will not be charged. However, other direct costs will be burdened and invoiced as incurred.

Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. In the event Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Licensee may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

- B. For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri shall prepare and submit monthly invoices based on the percent complete for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- C. Payment.** Licensee shall pay each invoice no later than forty-five (45) days after receipt thereof. Payment shall be made to the Esri address identified on original Esri invoices.

ARTICLE 9—LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

A. For Time and Materials Task Orders

- i. **Limited Warranty.** Esri warrants that for a period of thirty (30) days from the date of acceptance that the Services will conform to the professional and technical standards in the software industry. During the limited warranty period, Licensee may require Esri to reperform the Services, at no additional cost to the Licensee, which do not substantially conform to such standards. Services Output is provided "AS IS" without warranty of any kind.
- ii. **Disclaimer of Warranties**
 - (a) WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION A.i. OF THIS ARTICLE 9, ESRI DISCLAIMS, AND THIS ADDENDUM EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT



LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. For Firm Fixed Price Task Orders

- i. **Limited Warranty.** Esri warrants that for a period of thirty (30) days after acceptance of a Deliverable that the Deliverable will conform, in a manner consistent with professional and technical standards in the software industry, with the applicable written specifications that are included in, or delivered by Esri pursuant to, the corresponding Task Order.
- ii. **Disclaimer of Warranties**
 - (a) WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION B.i. OF THIS ARTICLE 9, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER OBLIGATIONS TO CORRECT OR REPLACE DELIVERABLES AND OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION: (i) ANY WARRANTY THAT DELIVERABLES ARE ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; WILL OPERATE WITHOUT INTERRUPTION; ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED; (ii) ANY WARRANTY THAT THE DELIVERABLES ARE DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY DAMAGE OR ENVIRONMENTAL DAMAGE (ANY SUCH USE BY LICENSEE SHALL BE AT LICENSEE'S OWN RISK AND COST); (iii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

- C. Map Data Disclaimer.** ESRI DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY LICENSEE OR ESRI, OR THE VENDORS OF EITHER OF THEM. IF SUPPLIED BY ESRI OR ITS VENDORS, ESRI BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET LICENSEE'S NEEDS OR EXPECTATIONS. ESRI IS NOT INVITING RELIANCE ON MAP DATA, AND LICENSEE SHOULD ALWAYS VERIFY ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

ARTICLE 10—LIMITATION OF LIABILITY

- A. Disclaimer of Certain Types of Liability.** IN NO EVENT SHALL ESRI OR ITS LICENSOR(S) BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES OR SERVICES OUTPUT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.
- B. General Limitation of Liability.** IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES OR SERVICES OUTPUT, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR THE DELIVERABLES OR SERVICES OUTPUT FROM WHICH THE LIABILITY DIRECTLY AROSE.



- C. Applicability of Disclaimers and Limitations.** Licensee agrees that the limitations of liability and disclaimers set forth in this Addendum will apply regardless of whether Licensee has accepted the Deliverables, or any other product or service delivered by Esri. The parties agree that Esri has set its prices and entered into this Addendum in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose or cause consequential loss), and that the same form an essential basis of the bargain between the parties.

ARTICLE 11—EXPORT CONTROL REGULATIONS

Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, transfer, or release COTS Software, Services Output, or Deliverables in whole or in part, to (i) any U.S. embargoed country (or to a national or resident of any U.S. embargoed country); (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to U.S. export laws as they may occur from time to time.

ARTICLE 12—TERM AND TERMINATION

- A. Term.** Unless terminated earlier pursuant to Sections B, C, or D of this Article, this Addendum shall terminate simultaneously with the Agreement.
- B. Termination for Convenience by Licensee.** Licensee may terminate this Addendum or any Task Order at any time on thirty (30) days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Addendum, including reasonable termination expenses and the pro rata contract price for the Task Orders affected.
- C. Termination for Cause by Licensee.** Licensee shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Addendum or any Task Order for any material breach of this Addendum by Esri that is not cured within fifteen (15) days of receipt by Esri of a notice specifying the breach and requiring its cure.
- D. Termination for Cause by Esri.** Esri may terminate this Addendum immediately upon written notice to Licensee in the event that one or more of the following occur:

Insolvency of Licensee

- i. Licensee becomes insolvent, ceases to pay its debts in the ordinary course of business, is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors;
- ii. A trustee or receiver is appointed for any or all of Licensee's assets;
- iii. Any bankruptcy or insolvency proceeding under any federal or state bankruptcy or insolvency code, or similar law, whether voluntary or involuntary, is commenced by or against Licensee;
- iv. Licensee is dissolved or liquidated;
- v. There is any
 - a. Material change in the management or control of Licensee;
 - b. Transfer of any substantial part of Licensee's business; or
 - c. Bulk transfer by Licensee pursuant to the Uniform Commercial Code or similar law.

Default or Breach by Licensee

- vi. Licensee defaults under this Addendum three (3) or more times within any six (6)-month period, regardless of whether such defaults are cured;
- vii. Licensee engages in the unauthorized use of the COTS Software;
- viii. Licensee engages in the unauthorized use, reproduction, or disclosure of Deliverables or Services Output;



- ix. Licensee breaches any provision of this Addendum and there is no possibility of cure;
- x. Licensee fails to pay after ten (10) days' written notice the amounts due to Esri pursuant to the "Compensation; Invoices" Article 8 of this Addendum.

E. Obligations upon Termination

- i. Upon termination by Esri, all outstanding Task Orders shall be subject to cancellation, acceptance, or rejection, at the sole discretion of Esri.
- ii. In the event of termination by Esri pursuant to Subsections v–x of Section D of this Article, the due dates of all invoices for amounts owed by Licensee to Esri shall be accelerated automatically so that such amounts become due and payable on the effective date of the termination, regardless of the payment term provisions set forth in this Addendum.
- iii. Upon termination of this Addendum, the parties shall have no further obligations pursuant to its terms, except that Articles 1, 4, 5, 8, 9.A.ii., 9.B.ii., 9.C., 10–14, 17, and 19 shall survive termination. Unless Licensee has materially breached its obligations under this Addendum, Articles 3, 9.A.i., and 9.B.i. shall also survive termination. Except where specifically stated otherwise, any current or future cause of action or claim of one party because of any breach or default of the other party and any accrued license rights shall survive to the degree necessary to permit the complete fulfillment or discharge of the cause of action.

ARTICLE 13—RESTRICTIONS ON SOLICITATION

Licensee shall not solicit for hire any Esri employee who is associated with efforts called for under this Addendum during the term of this Addendum and for a period of one (1) year thereafter. In the event the foregoing provision is breached, Licensee shall pay Esri liquidated damages for recruiting and training costs equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision. The foregoing shall in no way restrict Licensee from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

ARTICLE 14—TAXES

Values specified in Task Orders are exclusive of state, local, and other taxes or charges (including, without limitation, custom duties, tariffs, and value-added taxes, but excluding income taxes payable by Esri). In the event such taxes or charges become applicable to Deliverables or Services Output, Licensee shall pay any such taxes upon receipt of written notice that they are due.

ARTICLE 15—INDEPENDENT CONTRACTOR

Esri is, and at all times will be, an independent contractor. Nothing in this Addendum shall be deemed to create an employer/employee, principal/agent, or joint venture relationship. Neither party has the authority to enter into any contracts on behalf of the other party or otherwise act on behalf of the other party.

ARTICLE 16—FORCE MAJEURE

If the performance of this Addendum, or any obligation except the making of payments, is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference.

ARTICLE 17—CLAIMS MUST BE FILED WITHIN ONE (1) YEAR

Any claim related to this Addendum or the Services or Deliverables may not be brought unless brought within one (1) year. The one (1)-year period begins on the date when a party knew or should have known of the claim. If it is not filed during the one (1)-year period, then that claim is permanently barred. This applies to Licensee and Licensee's successors and/or assigns. It also applies to Esri and/or Esri's successors and assigns.

**ARTICLE 18—NOTICE**

All notice required by this Addendum shall be in writing to the parties at the following respective addresses, or to such other address as a party may subsequently specify in a notice provided in the manner described in this Article, and shall be deemed to have been received (i) upon delivery in person; (ii) upon the passage of three (3) days following post by first class registered or certified mail, return receipt requested, with postage prepaid; (iii) upon the passage of two (2) days following post by overnight receipted courier service; or (iv) upon transmittal by confirmed e-mail or facsimile, provided that if sent by e-mail or facsimile, a copy of such notice shall be concurrently sent by U.S. certified mail, return receipt requested and postage prepaid, with an indication that the original was sent by e-mail or facsimile and the date of its transmittal:

Licensee: See Article 2.025 of the Contract.

Esri: Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
USA
Project/Technical Notice—Attn.: Robin Espinoza,
Senior Contract Administrator
Tel.: 909-793-2853, extension 3918
Fax: 909-307-3034
Legal Notice—Attn.: Contract Manager
Tel.: 909-793-2853, extension _____
Fax: 909-307-3020
With a copy to _____, Contract Administrator

Notice for non-U.S. Licensees shall be deemed to have been received (i) upon delivery in person; (ii) upon the passage of seven (7) days following post by international courier service with shipment tracking provisions; or (iii) upon transmittal by confirmed e-mail or facsimile, provided that if sent by e-mail or facsimile, a copy of such notice shall be concurrently sent by receipted international courier service, with an indication that the original was sent by e-mail or facsimile and the date of its transmittal.

ARTICLE 19—ASSIGNMENT AND DELEGATION

Esri may, in whole or in part, assign any of its rights or delegate any performance under this Addendum, provided that Esri shall remain responsible for the performance it delegates. This Addendum binds and benefits successors or assigns permitted under this Article 18.



ATTACHMENT A
Sample task order

Esri Agreement No. _____

Task Order No. _____

In accordance with the terms and conditions of the above-referenced Addendum between Environmental Systems Research Institute, Inc. (Esri), and _____ (Licensee), _____ (Licensee Address), this Task Order authorizes preparation and provision of the Services Output and/or Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: [As applicable, specifically identify and describe Services Output or Deliverables including Custom Code, Map Data, and Technical Data (including Technical Assistance) and the resources to be provided by Licensee (including Licensee-supplied personnel, software, hardware, and digital or hard-copy data), and place of delivery and location where technical assistance will be provided.]

In addition to the foregoing, Licensee agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Licensee shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Licensee and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type [Firm Fixed-Price (FFP) or Time and Materials (T&M)]:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Licensee Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: (insert name, telephone, fax, and e-mail address)
 Esri Senior Contract Administrator: (insert name, telephone, fax, and e-mail address)
 Licensee Project Manager: (insert name, telephone, fax, and e-mail address)
 Licensee Senior Contract Administrator: (insert name, telephone, fax, and e-mail address)
 Licensee Accounts Payable Contact: (insert name, telephone, fax, and e-mail address)

ACCEPTED AND AGREED:

(Licensee)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Signature: _____

Printed Name: _____

Title: _____

Date: _____



ATTACHMENT B
TIME AND MATERIALS RATE SCHEDULE

Environmental Systems Research Institute, Inc. ("Esri"), reserves the right to provide fixed price quotations for professional services requests that require deliverables other than hours and/or are more than twenty-five thousand dollars (\$25,000). Work performed under fixed price orders will require additional terms and conditions and will be invoiced monthly based on percentage completed.

Hourly time and materials labor rates have been provided for each labor category for the Initial Term of the Contract. If the Parties renew the Contract after the Initial Term has expired, the hourly labor rates for services that are performed after September 30, 2015 may be escalated in an amount not to exceed five percent (5%) each year.

| Labor Category | Oct. 2010 Sep. 2011 | Oct. 2011 Sep. 2012 | Oct. 2012 Sep. 2013 | Oct. 2013 Sep. 2014 | Oct. 2014 Sep. 2015 |
|--|--|--|--|--|--|
| Principal/GIS Program Manager (M3) | \$381 | \$395 | \$413 | \$433 | \$454 |
| Senior GIS Consultant/Project Manager (M2) | \$292 | \$303 | \$317 | \$332 | \$348 |
| GIS Consultant/Project Manager (M1) | \$235 | \$243 | \$255 | \$267 | \$280 |
| Senior GIS System/Software Architect (S3) | \$301 | \$312 | \$326 | \$342 | \$359 |
| GIS System/Software Developer (S2) | \$248 | \$257 | \$269 | \$282 | \$296 |
| GIS Technical Specialist/Engineer (S1) | \$195 | \$202 | \$211 | \$221 | \$231 |
| GIS Database Specialist/Analyst (DB) | \$167 | \$173 | \$181 | \$189 | \$198 |



EXHIBIT D

Esri U.S. STANDARD MAINTENANCE POLICY

Esri U.S. Software

Standard Maintenance Program

Last edited: August 5, 2010



Article 1.0 Introduction

1.1 Purpose. The purpose of this Esri US Standard Maintenance Program ("**Program**") document is to:

- Describe the Program for U.S. customers.
- Provide definitions of Maintenance and support-related terminology used by Esri.
- Describe Maintenance subscription quoting and invoicing procedures.
- Describe the services provided by Esri Support Services.
- List general procedures and conditions including contact information and requirements.

1.2 Program Overview. The Program, also referred to as "**Standard Maintenance**," or "**Maintenance**," is the support Esri makes available for unmodified Software to the Software license-holder ("**Licensee**"), including Incident tracking, attempts to correct reported problems, new releases, and enhancements. Maintenance for the first year is automatically included when qualifying Software is licensed. To determine which Software includes first-year Standard Maintenance, consult Esri's Product Qualification webpage, <http://www.esri.com/apps/products/maintenance/qualifying.cfm>.

The Program is composed of the following:

- Automatic shipment of Software Updates.
- Esri Support Services.
- Registration (where applicable) to the annual Esri user conference.
- Priority consideration for Esri's Software Beta Program, which allows the Licensee to preview and test Software prior to general release.
- Subscriptions to *ArcNews* and *ArcUser*.
- Notification of Software promotions, when offered.

Article 2. Definitions and Descriptions

Capitalized terms used in this Program shall have the following:

2.1 Authorized Caller or Point of Contact

An Authorized Caller or Point of Contact is an individual designated by Licensee who may contact Esri to request technical support (e.g., to report Software Incidents or request assistance with Software use).

2.2 Customer Number

Customer Number means a unique number created and provided by Esri that identifies each Esri customer site. The number is between one and six digits and may also be referred to as an *end user* or *client ID* number on the invoice and/or packing list that is shipped with Esri software.

2.3 Hot Fix

A Hot Fix is a single fix in one of the specific functional areas deemed critical for a specific site (e.g., when production has stopped). When a business justification review is completed and a complete technical feasibility assessment results in approval, the fix is delivered directly to the customer or to a local distributor, usually via FTP. The documentation delivered with the Hot Fix clearly identifies the software problems(s) that are addressed by a Hot Fix and any limitations. Hot Fixes are tested by the affected team(s) in a focused manner. Hot Fixes are incorporated into subsequent service packs. Hot Fixes do not add new functionality. Hot Fixes are not functional unless the end user already has the required Product release installed.

2.4 Incident

An Incident is the record of a customer request for technical assistance made by phone, e-mail, fax, web form, or chat. It contains technical notes and documentation of all interactions between the customer and support representative related to the request. Depending on how the request was initiated, an Incident or tracking number is provided by a support representative either verbally or by e-mail confirming the creation of the Incident. The Incident number is used for referencing the request. The status of an Incident can be open (active) or closed (inactive).



2.5 Maintenance Renewal Quote

The Maintenance Renewal Quote is the non-invoice notification, issued 90 days before the expiration of a Maintenance term, to all customers who have current Maintenance subscriptions that are nearing the Maintenance term expiration date. The quote is sent to the Point of Contact who has been designated to receive all Maintenance-related correspondence from Esri. The Maintenance quote is sent via e-mail or fax and contains information about the forthcoming Software Maintenance term, which includes the type of Software licensed and quantity of licenses, the type of Maintenance subscription (primary or secondary), the start and end dates of the Maintenance term, and the anticipated Maintenance renewal fees due for each type of Maintenance subscription. Maintenance renewal quotes are valid for 90 days from date of issuance.

2.6 Maintenance Term

The Maintenance Term is the Maintenance subscription duration as defined by the Maintenance start and end dates, during which customers with licensed products who have purchased Maintenance are entitled to receive applicable Maintenance benefits.

2.7 Patch

A Patch is a single fix (see Hot Fix) or a set of related fixes in a specific functional area of the software that will affect a large number of customers and needs to be posted on the web for general availability. Once a Patch is released it will be incorporated into a subsequent service pack release. Patches are tested by the affected teams. Patches do not add new functionality. Patches are not functional unless the end user already has the required product release installed.

2.8 Software License

A Software License is the limited grant of rights to use a Software program or component as defined by the terms and conditions in the Esri software license agreement.

2.9 Software Updates

Software Updates are a collection of files that correct a problem with a Software program or improve the Software through enhancements. Updates are distributed automatically to customers who are current on Maintenance and elect to receive media delivery, as part of the benefits of a Maintenance subscription. Customers may also elect to receive updates through web download; in such cases, Esri will send an e-mail message to the customer's designated Points of Contact advising when a new release is available for download.

2.10 Support Services

Support Services is Software technical support or technical assistance provided by Esri to the Licensee and the Esri user community. See Article 3.0 Support Services for a more detailed description.

Article 3.0 Support Services

3.1 Support Services. Esri Support Services comprises the following:

a. Telephone Support and Incident Reporting/Logging

If a technical issue arises that Licensee needs help with, Licensee can log an Incident with Esri over the phone. Support hours are Monday through Friday, 5:00 a.m. to 5:00 p.m. (Pacific Time). Licensee is not limited to a set number of times telephone support can be contacted. Licensee can reach Esri at 888-377-4575, ext. 2.

b. Secure Live Remote Support

Esri may interact with Licensee's system using Citrix® GoToAssist tool to assist with technical support.

c. Esri Online Support Center

The Esri Online Support Center is an Esri Web site that communicates new technical information to Licensee and to the Esri user community in the form of updated product documentation, blog posts, technology announcements, and more. The Esri Online Support Center can be found at <http://support.esri.com>. Licensee can also report an Incident using the Esri Online Support Center.

**d. Esri User Advocacy Group**

A User Advocacy Group is a group within Support Services created to improve Esri's ability to understand and respond to technical issues impacting Esri licensees. The UAG encourages feedback from the user community by collecting user information which is presented to development teams to help shape the future direction of Software. UAG may be contacted through Esri Support Services.

e. Hot Fix

A Hot Fix is defined above under Article 2 Definitions.

f. Knowledge Base

Esri's Knowledge Base is a database of known Software problems, "how-to" documents, white papers, system requirements, and common error messages for Esri Software. It can be accessed by navigating to <http://support.esri.com> and clicking the Knowledge Base tab.

g. User Forums

The Esri Software user forums are Web based and provided to share questions and knowledge about technical details and techniques for accomplishing tasks. The user forums can be accessed by navigating to <http://support.esri.com> and clicking the User Forums tab.

h. Web Help

Web Help is an up-to-date version of the help system shipped with the product; new information is added and existing topics are updated as necessary. Web Help can be accessed by navigating to <http://support.esri.com>, clicking the Knowledge Base tab, and clicking the Web Help link.

i. Product Documentation

Product Documentation is part of Knowledge Base and includes How-To documents, FAQs, Tutorials, Tips and Tricks, Functionality Matrixes, Best Practices, and What's New? sections on Esri's past and current products. Product Documentation can be accessed by navigating to <http://support.esri.com>, clicking the Knowledge Base tab, and clicking the Product Documentation link.

j. Customer Care Portal

The Customer Care Portal is a self-service tool for licensing, downloads, Incident management, and software problem management. The Customer Care Portal is a key tool in the acquisition and use of ESRI Software. The Customer Care Portal can be found at <http://customers.esri.com>.

k. Support Newsletters

Licensee can subscribe to *ArcNews*, which contains articles specific to Support Services. These articles contain technical and product information designed to enable our customers to work more effectively with Esri Software. To subscribe to *ArcNews*, visit www.esri.com and click *ArcNews* under the News tab.

3.2 Support Services Scope

- Technical assistance provided through Esri Support Services is limited to unmodified Esri Software.
- Sample applications that ship with each product are provided for demonstration purposes and are considered unsupported.
- Patches received outside a product's life cycle deliverables are considered unsupported unless authorized by Esri.
- The technical support resources available during a product's life span are described in the Product Life Cycle Support Policy at <http://help.arcgis.com/en/shared/product-life-cycle/ProductLifeCycle.pdf>. The four support phases of Esri's Product Life Cycle are outlined in this document. The Life Cycle Support status for each of the Esri software products can be found at <http://resources.arcgis.com/content/product-life-cycles>.
- Technical assistance through Esri Support Services is not available for hardware, graphic cards, monitors, plotters, graphic printers, digitizers, modems, and other like peripherals which are not provided by Esri, except to answer questions of how standard, supported devices interface to Esri Software.
- These terms and conditions are subject to change by Esri with thirty (30) days written notice.



3.3 Accessing Support Services

Licensees are required to designate Authorized Callers for all direct support services-related communications with Esri. Esri's Product Qualification webpage identifies the number of Authorized Callers that Licensee may designate for each software product. If the Licensee has an enterprise license or site license agreement with Esri, the Authorized Callers will be identified by name in the license agreement. Licensee may replace an Authorized Caller at any time by notifying Esri Support Services.

Licensees within the United States may contact Support Services between 5:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, except for Esri holidays. International users should contact their local Esri distributor for these services.

Tel.: 888-377-4575, ext. 2

Fax: 909-792-0960

E-mail: support@esri.com

Web: <http://support.esri.com>

a. By Telephone

Each reported technical support request is logged as an Incident and given a unique identification number for Licensee's reference and tracking. After an Incident is logged, the caller is connected to a technical specialist who will be dedicated to work on the Incident until it is resolved or determined to be a problem in the Software. If a specialist is unavailable, the call is placed in a dispatch queue. Licensee will then be contacted by the first available technical specialist.

b. By E-mail, Fax, or Web Form

Fax and e-mail support are available to Licensees who do not want to telephone or who cannot reach technical support during normal operating hours. Licensee may in addition request support by completing an on-line web form available at <http://support.esri.com/en/webform>. Requests through these channels are received 24 hours a day, 7 days a week, but are logged and assigned to a technical specialist beginning the next business day. Support requests are answered on a first come, first served basis. All Incidents reported by fax, e-mail, or web form are given the same priority and level of attention as those reported by telephone.

All requests for technical support must contain detailed information about Licensee's Incident. To help expedite a solution, technical specialists expect information that includes Licensee's type and version of Esri Software, hardware platform, and peripherals (if applicable); the version of operating system; a description of the problem; and Licensee's Esri customer number. Please refer to the Preparing for Contacting Support Services section below for additional details. Esri's technical specialist will respond by telephone, fax, or e-mail.

c. By Chat

Another method of contacting technical support is to use online chat. Each valid chat interaction is logged as an Incident and given a unique identification number for Licensee's reference and tracking. The licensee is connected to a technical specialist who will be dedicated to work on the Incident until it is resolved or determined to be a problem in the Software. Chat-based requests are received during business hours. To begin a chat, click the button for 'Chat with an Analyst' on Esri's Online Support Center Web-site. The URL is <http://support.esri.com/en/webform-chat>.

3.4 Resolution Time

Resolution times are dependent on factors that are often outside the control of Esri. These factors often include but are not limited to operating system limitations, limitations based on user-designated workflow, security issues, integration with third-party applications that have not been provided by Esri and customer availability. Usually, Esri is able to answer questions and suggest solutions to Incidents on the same day it receive requests, but the turnaround time for a response may depend on the complexity of the Incident. While it is Esri's goal to provide an acceptable resolution to all incoming issues, Esri cannot predict resolution time.

3.5 Preparing for Contacting Support Services

When contacting Esri for technical assistance, License must be prepared to provide as much of the following information as possible:



- Licensee's Esri Customer Number
- The phone number and e-mail address where Licensee can be reached
- The version of the Software Licensee is using
- The version of the operating system Licensee is using
- The database Licensee is using, if applicable
- A description of what Licensee was doing when the problem occurred
- The exact wording of any error messages that may appear on the screen
- Any steps taken to resolve the problem

Article 4.0 Maintenance Renewal and Expiration

4.1 Renewal Notice. Esri will notify Licensee when Maintenance subscriptions are scheduled to expire. If Licensee wishes to renew Maintenance, a quote is mailed to the Licensee.

4.2 Maintenance Expiration. If Esri has not received an order or payment prior to the termination date, Licensee will receive a notification stating that Licensee Maintenance term has expired. Technical support will be extended for an additional thirty (30) days and Licensee will no longer be eligible to receive any Software Updates that are released after the Licensee Maintenance term has expired. Any other Maintenance activities that are contingent on a current Maintenance subscription will also be terminated.

If a purchase order or payment is received during the extended thirty (30) day technical support period, all benefits will be reinstated. However, if no order or payment is received, Licensee will no longer be able to receive technical support and Licensee's Maintenance subscription will be considered to have expired.

Article 5.0 Payment

5.1 Payment. Maintenance program subscriptions can be purchased in advance on an annual basis. Fees are due and payable annually in advance. Payment terms will be Net 45 Days.

5.2 Prorating Maintenance Terms. If multiple Software products have been licensed throughout the course of a year by one customer, separate Maintenance quotes for each product are not issued. Instead, the Maintenance anniversary date for each license is prorated to the anniversary date of the first product licensed, with Maintenance. All licensed Esri Software products offering a maintenance subscription are synchronized to reflect a common Maintenance start and end date, regardless of when each was first licensed. These prorated dates will be reflected on the Maintenance renewal quote.

5.3 Reinstatement of Lapsed Maintenance Subscriptions. If Maintenance has lapsed, back Maintenance fees, in addition to the current fees, may be required to reinstate Maintenance.

Article 6.0 User Conference Registration

6.1 Registration Guidelines

a. Maintenance for some Esri Software includes registration at Esri's annual user conference at no additional charge. Unless otherwise agreed by Esri and the Licensee, Esri's Product Qualification webpage establishes which products qualify for user conference registrations and the number of registrations available for each product.

b. If the Licensee has an enterprise license agreement, partner agreement, or other master agreement with Esri, the agreement may provide for a different number of user conference registrations.

c. Maintenance for ArcGIS extension Software and secondary Maintenance for any Software (except ArcGIS, ArcView, and ArcEditor) do not include any entitlement for user conference registrations. Only the standard Maintenance programs provide this benefit.

d. For Software licensed on a concurrent or single use basis, the number of registrations available may depend on the total number of concurrent or single use licenses currently covered under a Maintenance subscription. In these cases, the total number of Maintenance subscriptions is considered regardless of Maintenance type (e.g., primary or secondary). In other words, both primary and secondary licenses count toward the total.



- e. Staging Server Licenses and Software obtained under the EDN program do not qualify for user conference registrations.
- f. Esri reserves the right to withhold user conference registrations from customers who are substantially delinquent in Maintenance payments due to Esri.
- g. User conference registrations are assigned to customers in the order that registration forms are received. If the customer number listed on the registration form does not meet the above guidelines, or if the number of attendees from each site exceeds the number of user conference registrations available to the site based on qualifying Maintenance benefits, the customer will be responsible for any additional registration fees.
- h. Presenting a paper, submitting a poster, submitting a Software application, or having other involvement with the conference does not automatically register Licensee or exclude Licensee from user conference fees. All presenters must register and pay the appropriate fees (or Maintenance) to attend the conference.
- i. A list of Licensee's Software licenses can be found on Licensee's annual Software Maintenance subscription invoice.
- j. User conference registrations are nontransferable.

Article 7.0 Contacting Esri

Esri Support Services (technical support) Center

Tel.: 888-377-4575, ext. 2

Fax: 909-792-0960

E-mail: support@esri.com

Website Address: <http://support.esri.com>

Support Web Form: <http://support.esri.com/en/webform>

Chat: <http://support.esri.com/en/webform-chat>

Hours: 5:00 a.m. to 5:00 p.m. (Pacific time) Monday through Friday, except Esri holidays

Esri Corporate Offices

Tel.: 909-793-2853

Fax: 909-793-5953

E-mail: info@esri.com

Hours: 8:00 a.m. to 5:00 p.m. (Pacific time) Monday through Friday, except Esri holidays

Esri Customer Service

Tel.: 888-377-4575, ext. 5

E-mail: service@esri.com

Web: <http://service.esri.com>

Hours: 8:00 a.m. to 5:00 p.m. (Pacific time) Monday through Friday, except Esri holidays

380 New York Street, Redlands, California 92373-8100, USA

Telephone 909-793-2853 • Fax 909-793-5953

Web: <http://www.esri.com>

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EXHIBIT E



TRAINING TERMS AND CONDITIONS

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

This Training Agreement ("Agreement") is between you (hereinafter "**Client**") and **Environmental Systems Research Institute, Inc. ("Esri")**. Client acknowledges that Client has read and understood this Agreement and agrees to be bound by the terms and conditions hereof.

RECITALS

The Client wishes to arrange for certain training in the use of GIS software. Esri is willing to conduct training courses and provide related services regarding the use of GIS software pursuant to the terms and conditions contained herein.

The parties therefore agree as follows:

ARTICLE 1—TRAINING DESCRIPTION

Esri offers a set of instructor-led training and client coaching services related to the use of its proprietary GIS software. Instructor-led training events occur at a client's site, at an Esri Learning Center, or via the Web. The Esri software training course(s) to be conducted, location, and schedule dates are set forth in the *Esri Course Catalog* located on Esri's Training Web site (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training Web site. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations. Client coaching services may be provided immediately before or immediately following an Esri training course to familiarize the Student with the software or to review and practice course concepts with an instructor's guidance.

ARTICLE 2—ESRI'S RESPONSIBILITIES

- Esri will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Student(s)") on the scheduled dates. Esri will provide each Student with a course manual, where applicable.
- Esri will confirm Learning Center training class scheduled dates approximately ten (10) business days prior to the class start date.
- Esri will confirm Client Site scheduled dates upon receipt of the completed Client Site Training Request Form and intended payment method.

ARTICLE 3—CLIENT'S RESPONSIBILITIES

- Client must ensure the protection of Esri's copyrights. Client shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s).
- Client must not resell seat(s) to an Esri training class, unless explicitly authorized in writing by Esri.
- Client must confirm that all registered Students meet the minimum prerequisites for the applicable class set forth on Esri's Training Web site.
- Client must submit registrations with a confirmed payment commitment at least seven (7) business days before the class start date. If Client submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- U.S. government export control laws and regulations prohibit U.S. persons from engaging in transactions with certain denied persons found on various U.S. Government Denied Persons lists (e.g., U.S. Department of the Treasury's Specially Designated Nationals List, U.S. Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Client must submit to the Esri Training Event Assistant a list of the names of Students that are to attend any training class. Client must submit the list of



Student names to Esri at least three (3) business days before the class start date. Any Student that is found on any of the various U.S. Government Denied Persons lists will not be permitted to attend training.

- Client is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to U.S. government export regulation requirements, course scheduling changes, or cancellations.
- Client must provide written notice to Esri's Customer Service of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the class start date.
- Client is responsible to ensure that it adheres to the course, facility, and equipment requirements for Esri training as found at <http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway>.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri.
- If the Esri Mobile Lab is utilized at Client's site, then the following terms will apply:
 - Upon receipt, Client must immediately report any damage to the Mobile Lab equipment to the Training Event Assistant.
 - Client must keep the Mobile Lab in a secure, locked area between class sessions.
 - Client must ensure that only registered Students use the Mobile Lab equipment.
 - Client is responsible for any and all loss of, damage to, or theft of the Mobile Lab while in Client's possession.
 - Client warrants that it maintains sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law.
 - The Esri instructor will check all Mobile Lab equipment following the completion of training. Any damage to the Mobile Lab due to Student use, excluding normal wear and tear, will be brought to the attention of Client by written notice. Client hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
 - Client shall make the Mobile Lab available for freight pickup immediately on conclusion of the Esri course(s).
- Client must complete and submit an Esri Client Site Training Request Form, as provided by the Training Event Assistant.

ARTICLE 4—UNIQUE CLIENT COACHING PRIVACY TERMS

In the event Client coaching services are to be ordered, the following terms shall apply:

Client shall not provide to Esri or disclose to the instructor any company confidential, proprietary, personally identified information ("PII") (e.g., GLBA, HIPAA, CII from the U.S. Department of Homeland Security), classified, and so forth, data for use in the coaching session. Notwithstanding anything in this Agreement to the contrary, Esri retains the right to refuse acceptance of any nonpublic personal information ("NPI") or Customer Information regardless of the form of disclosure. Esri will only accept receipt of information from Client that comports with the exceptions set forth in Subsections 4(B) and 4(C)(ii) of Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. Section 6809) and implementing regulations thereof.

ARTICLE 5—SOFTWARE LICENSES

The terms of the Esri license agreement are applicable to all Client course Students and for Esri software, data, and documentation licensed for use in any training course to be conducted. For Client Site Training, temporary software licenses may be issued by Esri where there are an insufficient number of software licenses available at the training facility. Client must uninstall the temporary software licenses at the conclusion of the training course and return to Esri any media provided.

ARTICLE 6—CANCELLATION AND RESCHEDULING POLICY

Client may cancel or reschedule Student attendance in training up to three (3) working days before the scheduled class start date. In the event of a cancellation, Client will reimburse Esri for any reasonable travel and shipping expenses incurred by Esri. In the event Client does not notify Esri at least three (3) days prior to the scheduled training date, Client will be charged the full amount of the Student enrollment or the entire training class.



If Esri is unable to conduct the training on the scheduled date, Esri will notify Client at least three (3) business days before the scheduled date.

If cancellation of a training event is necessary due to Force Majeure as described in Article 11 below, the affected party is released in full from the three (3)-business-day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

Students may transfer from one scheduled Esri Learning Center class to another up to two (2) times at no additional charge. Subsequent transfers may be assessed an additional nonrefundable transfer fee.

Student substitutions, when a Student's place in class is filled by another person from the same organization, are allowed provided that Esri Customer Service is notified three (3) business days in advance of the class start date.

ARTICLE 7—PAYMENT

Accepted payment methods are found at

<http://training.esri.com/gateway/index.cfm?fa=catalog.paymentdetails>.

If payment is made in the form of a purchase order, Esri shall invoice Client upon completion of each training course or immediately upon receipt of purchase order, as mutually agreed upon with the Client. Client shall make payment no later than thirty (30) days after receipt of invoice. If the Client is invoiced and pays that invoice prior to the scheduled class, then the Client has one (1) calendar year (twelve [12] consecutive months) from the date of the invoice to consume the prepaid monies. Thereafter, all prepaid fees are forfeited.

ARTICLE 8—CONFIDENTIAL INFORMATION

Except as provided in Article 4, Unique Client Coaching Privacy Terms, Esri or the Client may disclose to the other party certain confidential information under this Agreement. The disclosing party shall identify the information as confidential information at the time of disclosure. Each party shall use the confidential information described above only for exchanging information needed to provide the training contemplated by this Agreement. Within fourteen (14) days of completion of the training, each party shall return or destroy and provide written notification of destruction of the confidential information of the other party.

ARTICLE 9—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri and/or its licensors own and retain all right, title, and interest in software, data, documentation, and training materials.

ARTICLE 10—FORCE MAJEURE

If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, threat of or actual terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

ARTICLE 11—WARRANTY

Esri will provide training in a manner consistent with the technical and professional standards of the industry.

11.1 Disclaimer of Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND NONINFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE DELIVERABLES ARE ERROR FREE.

**ARTICLE 12—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY**

EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO CLIENT FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY THE CLIENT FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 13—EXPORT CONTROL REGULATIONS

Esri technology is subject to U.S. export control laws and regulations. Esri software, data, documentation, training materials, and any underlying information or technology may not be exported, reexported, or transferred in whole or in part to (i) any U.S. embargoed or sanctioned country (including to a national or resident of a U.S. embargoed or sanctioned country, currently including Cuba, Iran, North Korea, Sudan, and Syria); (ii) any person on the U.S. Department of the Treasury's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity where such export or reexport violates any U.S. export control law or regulation.

ARTICLE 14—TAXES

Training provided is quoted exclusive of all state, local, value-added, or other taxes; customs; or duties or other charges (other than income taxes payable by Esri). In the event such taxes or charges become applicable to Esri's training or deliverables, Client shall pay any such applicable tax upon receipt of written notice that such taxes or charges are due.

ARTICLE 15—UCC INAPPLICABILITY

Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.



EXHIBIT F
STATE AND LOCAL MPA TERMS AND CONDITIONS
(E500 11/06)

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

ARTICLE 1—DEFINITIONS

All definitions in other parts of the MPA shall have the same meaning in this Esri MPA Terms and Conditions. In addition, the following definitions apply to this MPA:

- a. **"Authorized Entity"** means a political subdivision of the governmental body authorized by Customer to order and acquire Software, Data, Web Services, Documentation, products, or services under this Agreement.
- b. **"License Agreement"** means the General License Terms and Conditions (E200) and Exhibit 1, Scope of Use (E300).
- c. **"Licensee"** means the Customer or an Authorized Entity that places orders pursuant to this Agreement.

ARTICLE 2—TERM OF AGREEMENT

Licensee's right to purchase under this Agreement shall remain in effect for two (2) years from the effective date unless terminated earlier as set forth in Article 5—Termination; Cancellation. The term may be extended upon mutual written agreement. The term of any Software, Data, or Web Services licenses ordered through this Agreement shall be as stated in the License Agreement.

ARTICLE 3—PRODUCT OFFERINGS

3.1 Discontinued Items. Esri may, at its sole discretion, discontinue offering any Software, Data, Web Services, Documentation, or other product and services included in this Agreement at any time upon reasonable written notice.

3.2 New Items. Esri may, at its sole discretion, offer new Software, Data, Web Services, Documentation, hardware, services, or larger quantity discount pricing by providing written notice. Esri may require additional license terms prior to use of new Software, Data, Web Services, Documentation, hardware, or services. Such notice shall become part of this Agreement upon (i) ordering Software, Data, Documentation, Web Services, hardware, or services covered by the notice or (ii) thirty (30) days after Licensee's receipt of notice, whichever is sooner. Licensee may object in writing to the terms of the notice prior to the occurrence of (i) or (ii). Any objections or changes to the terms in the notice shall require written agreement of both parties.

ARTICLE 4—GRANT OF LICENSE AND SCOPE OF USE

The license grant and permitted uses specified in Article 3 and Article 4 of the License Agreement are restricted to use within the United States of America, its possessions, and territories. For Internet mapping Software, the server must be located within the United States of America, its possessions, and territories.

ARTICLE 5—TERMINATION; CANCELLATION

5.1 Termination

- a. **Termination for Convenience.** This Agreement may be terminated by either party upon forty-five (45) days' written notice. Esri, at its sole election, may terminate the right of any Authorized Entity to participate in this Agreement in accordance with this provision without terminating this Agreement with respect to Customer or any other Authorized Entity.
- b. **Termination for Breach.** Without prejudice to any other right or remedy available, this Agreement may be terminated for breach provided the breaching party is given forty-five days' written notice. Termination of



this Agreement shall be effective upon written notice to Licensee if Licensee discloses any trade secret or other information proprietary to Esri in breach of this Agreement.

- c. **Licensee Obligations Upon Termination.** On termination of this Agreement, all accounts and payments will be processed according to financial arrangements set forth herein for performance rendered to the date of termination. After termination, Licensee shall no longer be permitted to place orders under this Agreement. .
- d. **License Survival.** Upon expiration of this Agreement or voluntary termination of this Agreement for the convenience of Licensee, Licensee may continue to retain and use such licensed Software, Data, Web Services, and Documentation in accordance with the License Agreement. Licensee may then directly and separately contract for Software maintenance.

5.2 Cancellation of an Order. Purchase orders, other than for the initial purchase, may be canceled by Licensee in whole or in part, upon forty-five (45) days' written notice to Esri. There will be no cancellation charge for canceled Software, Data, or Documentation unless such Software, Data, or Documentation has been delivered. If the Software, Data, or Documentation has been shipped, the cancellation will require Licensee payment of return shipping costs. Licensee has the right to cancel hardware purchases forty-five (45) days prior to scheduled delivery without cost. After hardware delivery or within forty-five (45) days of scheduled delivery, cancellation of the hardware purchase is subject to a manufacturer cancellation charge not to exceed thirty-five percent (35%) of hardware list price. There are no refunds for cancellation of a subscription or maintenance if the term for the subscription or maintenance has started.

ARTICLE 6—FUNDING; NO MINIMUM PURCHASE

6.1 Funding. Where the financial obligations of Licensee payable after the current fiscal year are contingent upon funds being appropriated, budgeted, or otherwise made available, and the funds are not appropriated or otherwise made available, this Agreement may be terminated as set forth in Article 5.

6.2 No Minimum Purchase. Licensee does not guarantee to purchase any certain quantity under this Agreement.

ARTICLE 7—ORDERS

7.1 Licensee Purchase Orders. Licensee shall issue purchase orders to Esri for Software, Data, Web Services, Documentation, services, or hardware based on the pricing specified in this Agreement. Licensee should confirm hardware pricing and model availability with Esri prior to placement of a purchase order. The terms and conditions of this Agreement shall govern all orders issued by Licensee. Any additional or different terms included with an order shall require approval by Esri via a written modification to this Agreement to be binding.

7.2 Purchase Order Requirements. The following information shall be included in each purchase order:

- a. Name or identification of Licensee, place of delivery, and the end user name and contact information
- b. Purchase order number
- c. Date delivery is requested (minimum thirty [30] days after Esri receipt of order)
- d. Primary site for maintenance if primary maintenance is *not* ordered
- e. Quantity, description, and unit price
- f. On the face of the purchase order, print the following statement: "Subject to Master Purchase Agreement No. 2009MPA."

7.3 Additional Quotes. Licensee may request a quote for any new or unlisted Software, Data, Web Services, services, or hardware and issue a purchase order under this Agreement. Esri may require additional license terms for use of the new or unlisted Software, Data, Web Services, services, or hardware.

7.4 Authorized Entity. An Authorized Entity may order or acquire Software, Data, Web Services, Documentation, hardware, services, or maintenance subject to this Agreement. Authorized Entities will be required to assent to the terms of this Agreement. Esri shall not fill any purchase orders that do not adequately provide the information identified in section 7.2.



7.5 Registration/Keycode Request. To activate Software subject to a License Manager, Licensee may be required to register or obtain a keycode through Esri's Web site at myEsri.com or through Esri's Customer Service Department.

ARTICLE 8—ESRI AUTHORIZED RESELLER ORDERS

8.1 Criteria to Order from Reseller. Licensee may purchase certain Software from an authorized Esri reseller under the terms of this Agreement if the following requirements are satisfied:

- a. The quotation for Software and the selection of the Esri reseller must comply with all applicable state and local public procurement laws and regulations;
- b. The Esri reseller must be a member of the Esri Business Partner Program in good standing at the time the Esri reseller places the order with Esri and be authorized to provide the Software ordered as defined at Esri Web site <http://gis.esri.com/partners/index.html>. Select "Resellers" to view the authorized resellers and the Software they are authorized to provide; and
- c. The Licensee purchase order forwarded by the reseller to Esri must list the information requested in section 7.2, the Esri reseller name, and the Software MPA pricing [Reseller must use MPA pricing to use this Agreement.].

8.2 Order Process. If all conditions of sale under this Agreement are met, Esri will accept the order and the authorized reseller will receive a sales commission. Esri will deliver the Software directly to Licensee, invoice, and receive payment for any such order. If Esri does not accept the order, Licensee may enter into a direct transaction with the Esri reseller, and the order will not be processed under this Agreement.

8.3 Esri Reseller List. Upon request, the Esri regional office will provide Licensee with a list of authorized Esri resellers in good standing that do business in Licensee's state.

ARTICLE 9—PRICING

9.1 Pricing. Esri will provide Software, Data, Web Services, Documentation, maintenance, and support specified at the prices incorporated into this Agreement. The specified prices stated in the incorporated Esri Price List are exclusive of shipping, installation, and applicable taxes. Esri may update the pricing no more than once each calendar quarter upon written notice to Customer.

9.2 Hardware. Hardware purchases will be processed in accordance with procedures in Article 12, Hardware Purchases. Esri is subject to hardware vendors' price fluctuations; however, Esri shall provide a firm quote for hardware valid for sixty (60) to ninety (90) days upon written request. Licensee shall confirm delivery dates with Esri's hardware manager prior to placing orders.

9.3 Custom Software and Application Services. Custom software and application services are available on a time and materials or firm fixed price basis via a signed task order. The Customer Software, Technical Data, and Assistance License Addendum (E600) and the Time and Material Rate Schedule (J-7264-a/BD) together comprise the applicable terms, staffing, and hourly labor rates (hourly rates applicable only for time and materials projects) for any such work to be performed under this Agreement. Labor rates are subject to annual escalation not to exceed seven and one-half percent (7.5%) in January of each year. The scope of work and any additional terms are subject to mutual agreement in the task order. Information and arrangements regarding Custom Software and Application Services are available from the Implementation Services Program Manager, at 909-793-2853, ext. 1546.

9.4 Freight. Freight terms are FOB Origin with freight charges prepaid and added to the invoice. Standard shipping is by two (2)-day air via UPS or equivalent carrier. Expedited express delivery for Software can be arranged. Shipping and handling charges may be confirmed in advance; the Esri invoicing program will incorporate the current fees automatically. There may be periodic changes due to fluctuations in the transportation industry fees.



ARTICLE 10—MAINTENANCE

Esri will provide maintenance, comprised of updates and technical support as specified in the latest software maintenance program found on the Esri Web site at <http://esri.com/legal/maintenance>.

Maintenance is generally offered on an annual basis. Upon expiration of any complimentary maintenance year or any subsequent maintenance term, Licensee may issue a purchase order under this Agreement for renewal of maintenance at the terms and pricing then in effect. Upon acceptance of an Esri quotation, the purchase order shall be issued in advance or no later than concurrent with the present maintenance term. If maintenance lapses, Licensee must pay back maintenance fees to reinstate maintenance.

ARTICLE 11—TERMS OF COMPENSATION AND ACCEPTANCE

11.1 Terms of Compensation. Software, Data, Documentation, and hardware will be invoiced one-hundred percent (100%) upon shipment. Web Services will be invoiced one-hundred percent (100%) upon issuance of access codes. Software and hardware installation and training services, as applicable, will be invoiced upon completion. Licensee agrees to pay each invoice in full within thirty (30) days of receipt of a valid invoice.

11.2 Acceptance. Unless rejected in writing, acceptance of any shipment of Software, Data, Documentation, and hardware shall be presumed to have occurred fifteen (15) days after shipment by Esri. Acceptance of Web Services occurs upon issuance of access codes. If Esri installation is ordered, acceptance occurs upon completion of Esri Software installation and testing, unless rejected in writing.

11.3 Rejection of Order. Esri may reject any purchase order if Licensee fails or refuses to pay any license or service fee due and payable.

ARTICLE 12—HARDWARE PURCHASES

12.1 Hardware Purchase Procedures. Esri is a value-added hardware reseller. License acknowledges that Esri is restricted from selling hardware to any user who has not licensed Software.

Esri shall provide hardware prices by written quotation prior to issuance of an order. Esri will order hardware upon receipt of Licensee's purchase order.

12.2 Responsibilities

- a. Licensee Responsibilities.** Licensee shall designate a person to act as its system administrator. Prior to the start date for installation, Licensee shall, at its own expense, prepare the designated site in accordance with the hardware manufacturer's or third party vendor's ("Vendor's") specifications. These preparations shall include installation of appropriate electrical wiring, air conditioning, heating, humidity control, lighting, and space for hardware components.
- b. Esri Responsibilities.** Esri shall coordinate the shipping, insurance, and delivery of the various hardware components including communication with Licensee regarding appropriate logistics.

12.3 Manufacturer's Warranty and Infringement Indemnity. See State's Contract Article 2.125