

Bill To:
State of Idaho Various
Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701



State of Idaho Various
Agencies

THIS NUMBER MUST
APPEAR
ON ALL DOCUMENTS

Statewide Blanket
Purchase Order
SBPO1218

Statewide Blanket Purchase Order

DELIVER
TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701

Date: Tue Mar 15, 2005

F.O.B: Destination

Terms:

VENDOR: ESRI, INC.
380 New York Street
Redlands, CA 92373-8100
Attn: Telebusiness Rep
Vendor Nbr:
rschardein@esri.com
Phone: 909-793-2853
Fax: 909-307-3049
Account Number: P00000055576

Contract From Fri Jan 07, 2005
Date

Sat Jan 06, 2007

Contract To
Date:

RFQ#: RFQ04560

DOC#: PREQ9339

Buyer: LYLE GESSFORD 208.327.7115

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		2.00
	Total:			2.00

NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

Blanket
Comments:

Contract for Geographic Information Systems Software and Services as per Master Purchase Agreement 2004P285 for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis for a period of two (2) years commencing January 7, 2005 and ending January 6, 2007, with the option to renew for two (2) additional one (1) year periods.

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Geographic Information Systems (GIS) software and services	2 YR	1.00	2.00

Freight / Handling Included in Price

By: LYLE GESSFORD



State of Idaho
Idaho Division of Purchasing
5569 Kendall
PO Box 83720
Boise, ID 83720-0075

Requisition Header (For Purchase)

Document Date: Tue Mar 15 2005

[Approval Routes](#)[ScrollDown](#)

Requisition Nbr: REQ06757

Item Number: 000

Document Nbr: PREQ9339

Reference Nbr:

Required Response Date: 03/15/2005

Start of Service Date: MM/DD/YYYY

End of Service Date: MM/DD/YYYY

Freight: Freight / Handling Included
in Price

FOB: Destination

Billing Address: Delivery Point

Delivery Point: VARIOUS [View](#)Buyer:
Phone Nbr:Email Address:
Fax Nbr:Originated By: LYLE GESSFORD
Phone Nbr: 208.327.7115Email Address: lyle.gessford@adm.idaho.gov
Fax Nbr: 208.327.7320Requested By:
Phone Nbr:Email Address:
Fax Nbr:Approved By: No Approval Route
Approver:
Phone Nbr:Estimated Dollar Amount: 0
Email Address:
Fax Nbr:

Attached Files: none

Document Header Notes:

No Header Notes entered

[back](#)



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

MASTER PURCHASE AGREEMENT

BETWEEN THE

STATE OF IDAHO

AND

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

AGREEMENT NO. 2004P285

12/17/04

05 JAN 10 PM 2:07

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MASTER PURCHASE AGREEMENT—DOMESTIC
The State of Idaho (State) and
Environmental Systems Research Institute, Inc. (ESRI)
Agreement No. 2004P285

WHEREAS, ESRI is a developer and marketer of proprietary geographic information system Software, Data, Documentation for use in a variety of industries and applications; to this end, ESRI has developed and licenses many commercial-off-the-shelf software packages. In addition, ESRI sells computer hardware and a variety of specialized and custom implementation services, as well as education, training, maintenance and user support "services"; and

WHEREAS, the State wishes to acquire such geographic information system(s) for its own use and allow Public Agencies to acquire and use geographic information system(s) as defined herein: and

WHEREAS the State may acquire the items offered herein and ESRI will also offer a Public Agency (as defined herein) the opportunity to participate and use this agreement (as further defined herein) provided such Public Agency agrees and accepts the terms and conditions contained herein. Within the State, school districts (K-12), and libraries can purchase off this Master Purchase Agreement (Agreement or MPA) pursuant to Attachment E;

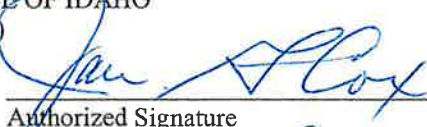
NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, each of the undersigned parties agrees to be bound by the terms and conditions of this Agreement.

This Agreement, including Articles 1 through 21 and Attachments A through F that are incorporated by this reference, constitutes the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the last date below as executed by their duly authorized representatives.

STATE OF IDAHO
(State)

By:


Authorized Signature

Printed Name:

JAN G COX

Title:

ADMINISTRATOR, DIVISION OF
PURCHASING

Date:

11/7/05

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(ESRI)

By:


Authorized Signature

Printed Name:

LAURA DANGERMOND
Vice President

Title:

Date:

DEC 20 2004

ARTICLE 1—DEFINITIONS

As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

"Software" means the actual copy of all or any portion of ESRI's proprietary geographic information system (GIS) software technology, computer software code, components, dynamic link (DLL), and programs delivered on any media including, but not limited to, alpha, beta, prerelease, restricted versions(s), or final commercial release provided in source, object or executable code format(s) inclusive of backups, upgrade, updates, or merged copies permitted hereunder or subsequently supplied under this Agreement.

"Data" means any ESRI or third party data vendor(s) digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in ESRI GIS software compatible format(s) supplied under this Agreement.

"License Manager" means the nondestructive license management software program or hardware key, or similar copy protection mechanism, which controls the distribution of the licensed number of Software copies to requesting end user(s) of Licensee.

"Documentation" means all of the printed and digital materials including, but not limited to, user documentation, training documentation, or technical information and briefings supplied under this Agreement.

"Upgrade" or "Update" shall mean a subsequent release of Software that is generally made available for Supported Software Licenses at no additional charge during the period of complimentary maintenance or as part of paid annual maintenance thereafter. Upgrade shall not include any release, option, or future Software program that ESRI licenses separately.

"Software Developer" shall mean an organization that develops customized Software for internal or external use.

"Licensee" means the State of Idaho or a Public Agency that places orders pursuant to this Agreement. The Department of Administration, State of Idaho (State) as signatory of this Agreement, represents that it is the statutory purchasing agent for State agencies.

"Public Agency" means any city or political subdivision of the State, including, but not limited to counties, school districts, highway districts and port authorities, instrumentalities of counties, cities or any political subdivision of the State. A Public Agency of the State is authorized to order, acquire and use Software, Data, Documentation, products, or services through this Agreement, provided such agency complies and abides by the requirements (terms and conditions) of this Agreement.

ARTICLE 2—HEADINGS

The headings and titles to the Articles and paragraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

ARTICLE 3—TERM OF AGREEMENT

This Agreement will become effective on the last date it is signed by the parties and will continue in effect for two (2) years unless terminated as prescribed in Article 6. Thereafter this Agreement may be renewed for two (2), one (1) year terms.

ARTICLE 4—INDEPENDENT CONTRACTOR

If ordered, ESRI shall, as outlined in the attachments, provide the Software, personnel, material, services, and/or facilities as an independent contractor. ESRI's employees shall not be deemed to be employees or agents of the State, nor shall State employees be deemed employees or agents of ESRI. ESRI shall be solely liable for all labor, taxes, insurance, and other expenses, except as specifically stated herein. ESRI shall exonerate, indemnify, and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation, and income tax laws with respect to ESRI or its employees engaged in performance under this Agreement. ESRI will maintain any applicable workman's compensation insurance and will provide certificate of same, if requested. There will be no exceptions made to this requirement and failure to provide a certification of workman's compensation insurance may, at the State's option, result in termination of this Agreement or in a contract price adjustment to cover the State's cost of providing any necessary workman's compensation insurance. The State does not assume liability as an employer.

ARTICLE 5—EXTENSION AND MODIFICATION

This Agreement may be amended or modified only by written amendment that has been signed by the parties.

ARTICLE 6—TERMINATION; CANCELLATION

6.1

This Agreement may be terminated by either party upon forty-five (45) days' written notice. Should the notice specify termination for cause, the recipient of the notice shall have fifteen (15) days in which to correct any defect in performance. 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.

6.2

Purchase orders, other than for the initial purchase, may be canceled by the State in whole or in part, upon forty-five (45) days' written notice to ESRI. There will be no cancellation charge for canceled Software unless the Software has been delivered. In this case, the cancellation will require State payment of shipping costs and return shipping costs. The State 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 35 percent (35%) of hardware list price.

ARTICLE 7—NONAPPROPRIATION OF FUNDS; LIMITATION

7.1

It is understood and agreed that the State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the State Legislature or the Congress of the United States as may from time to time exist. In the event the Idaho Legislature or the Congress fails, neglects, or refuses to appropriate such funds as may be designated by the Licensee to make payments pursuant to this Agreement, orders made under this Agreement remaining unpaid shall be at such time be automatically terminated and at an end, and all future rights and liabilities of the parties hereto shall thereupon cease within ten (10) days after written notice to ESRI.

7.2

Licensee does not guarantee to purchase any certain amount under this Agreement.

ARTICLE 8—ORDERS

8.1 – Order Process

Written purchase orders will be provided to ESRI based on the fees specified in the attachments. Normally purchase orders will be processed directly through ESRI. Licensee may request a quote for any new or unlisted Software/services and issue a purchase order under this Agreement. Licensee is requested to confirm Software discount pricing level, hardware pricing, and model availability with ESRI prior to placement of a purchase order. The terms and conditions of this Agreement shall govern purchase orders/orders issued by Licensee. Any additional or different terms included with an order shall require specific approval by ESRI via a written modification to this Agreement to be binding.

It shall be the responsibility of the Public Agency to independently contract with ESRI and to comply with any other applicable provisions of Idaho law governing its use of this MPA.

8.2 – Order Requirements

All purchase orders shall reference the terms and conditions of this Agreement. Registration/Keycode Request Form must be completed and accompany all purchase orders for UNIX-based Software to ensure delivery of the appropriate Software. The Registration/Keycode Request Form may be found at the bottom of the page of www.myESRI.com.

The following information shall also be included in each purchase order:

- Place of delivery
- Purchase order number
- Date delivery is requested (minimum thirty [30] days after ESRI receipt of order)
- Print the following on all purchase orders:

"Acquired through and subject to Master Purchase Agreement No. 2004MPA285."

- Primary site for maintenance if primary maintenance is **not** ordered
- Quantity, description, and unit price

- Completed Registration/Keycode Request Form where applicable

8.3 – Order Rejection

Any order received that does not comply with the requirements of Article 8 may be rejected.

8.4 – Orders by a Public Agency, Special Requirements

A Public Agency that wishes to acquire any item offered herein, by ordering from this Agreement, may only do so if it complies with the terms and conditions of this Agreement. Orders received from a Public Agency with the statement identified in 8.2 incorporated shall be deemed to have provided such agreement to comply. **A Public Agency that does not agree to the terms and conditions contained herein may not order from this Agreement.** Some Software requires a signed license from each Licensee and therefore a Public Agency may be required to sign a license agreement prior to shipment of Software or Data.

ARTICLE 9—SEVERABILITY

If any provision(s) of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision(s) of the Agreement with legal terms and conditions approximating the original intent of the parties.

ARTICLE 10—PRICING

The specified prices stated herein are exclusive of shipping, installation, and tax. New Software, services, or reduced prices may be added by supplements to the attachments by formal notice provided by ESRI. State acknowledgment is required to confirm use of the supplement if it involves an increase in pricing to an existing product. Agreement prices shall be extended to Public Agencies of the state of Idaho. Within the State, school districts (K–12) and libraries can purchase off this Agreement pursuant to Attachment E. Any such tax that becomes due and payable by ESRI shall be paid by the State. If a Licensee is exempt from any taxes, the Licensee shall furnish to ESRI evidence of its exemptions from any Federal, State, or local sales or use taxes. Such certificates shall be furnished to ESRI upon request. This article shall not apply, and the Licensee's shall have no obligation, with respect to any taxes due and owing based on ESRI's income.

10.1 Software, Data and Documentation

ESRI will offer the Software, Data or Documentation specified in Attachment A, at the prices specified.

10.2 Support Services

ESRI will offer maintenance (updates/upgrades and technical support), as specified in the Support Services descriptions under "User Support" at www.esri.com.

10.3 Implementation Services

ESRI will offer the services, as specified in Attachment C, at the then-current pricing.

ARTICLE 11—TERMS OF COMPENSATION AND ACCEPTANCE

11.1 Terms of Compensation

Software and hardware will be invoiced 100 percent (100%) upon shipment. Maintenance shall be prepaid. Invoicing for custom software and special services shall be negotiated. Training will be invoiced upon delivery.

11.2 Installation, Acceptance, and Payment

Software and hardware installation and training services, as applicable, will be invoiced upon completion. When ESRI installation is ordered, acceptance occurs upon completion of ESRI Software installation and the ArcInfo Installation Summary and Functionality Test is complete.

When ESRI Software is client-installed, acceptance for payment purposes is assumed within fifteen (15) working days of delivery unless a written notice of rejection has been sent to ESRI. The State agrees to pay each invoice in full within thirty (30) days of receipt of correct invoice.

ARTICLE 12—NOTICE

Notice required or contemplated by either party must be delivered in person or by courier, express mail, facsimile, or postage-prepaid certified or registered airmail addressed to the party for whom it is intended at the address specified herein. Either party may change its address for notice by giving prompt notice to the other party of the change.

State Contact:
IT Buyer
Department of Administration
Division of Purchasing
5569 Kendall Street
Boise, ID 83720-007
Phone: 208-327-7465
Fax: 208-332-7320

ESRI Contact:
Contract Manager
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Phone: 909-793-2853
Fax: 909-307-3020

ARTICLE 13—SOFTWARE AND DATA LICENSE AGREEMENT(S)

This is a license agreement and not an agreement for sale and gives Licensee certain limited rights to use the proprietary ESRI Software and Software Updates, Datas, sample data, online and/or hard-copy documentation and user guides, including Updates thereto, and Software keycode or hardware key, as applicable (hereinafter referred to as "Software, Data, and Related Materials" and further identified in Attachment A attached hereto and incorporated herein by reference), for internal use only and not for commercial purposes. Unless specifically noted, all terms of this Agreement apply to all Software, Data, and Related Materials described in Attachment A.

13.1 Reservation of Ownership and Grant of License

ESRI and its third party licensor(s) retain exclusive rights, title, and ownership of any copy of the Software, Data, and Related Materials licensed under this Agreement and, hereby, grant to Licensee a personal, nonexclusive, nontransferable license to use the Software, Data, and Related Materials as a single package for Licensee's own use based on the terms and conditions of this Agreement. From the date of receipt, Licensee agrees to use reasonable effort to protect the Software, Data, and Related Materials from unauthorized use, reproduction, distribution, or publication. All rights not specifically granted in this Agreement are reserved to ESRI.

13.2 Copyright

The Software, Data, and Related Materials are owned by ESRI and its third party licensor(s) and are protected by United States copyright laws and applicable international laws, treaties, and/or conventions. Licensee may claim copyright ownership in the scripts developed by Licensee using the respective macro and/or scripting programming language delivered as part of the Software, Data and Related Materials.

13.3 Third Party Beneficiary

ESRI is authorized to redistribute and license third party (Third Party Beneficiary) software component(s) that is (are) delivered with the Software provided under this License Agreement. The Third Party Beneficiary shall have the right to enforce this Agreement to the extent permitted by applicable law.

13.4 General Permitted Uses, Subject to Payment of License Fees

- (a) Licensee may (i) install and store copies onto electronic storage device(s) and (ii) only use the Software, Data, and Documentation as described in Exhibit 1 set forth herein and in accordance with the licensed configuration on file with ESRI Customer Service.
- (b) Licensee may make one (1) copy of the Software, Data, and Documentation for archival purposes during the term of this Agreement. Additionally, Licensee may make routine computer backups and implement a redundant Software installation for failover operations during the period the primary site is not operational. The redundant Software installation shall remain dormant except for system maintenance and updating of databases while the primary site is operational.
- (c) Licensee may customize the Software using any (i) macro or scripting language, (ii) open application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
- (d) Licensee may use the Data only as described in the Distribution Rights section of the help or metadata files delivered with the Software, Data, and Documentation, or subject to the third party data vendor's terms.

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13.5 Uses Not Permitted

- (a) Licensee shall not sell; rent; lease; sublicense; lend; assign; time-share; or act as a service bureau or Application Service Provider (ASP) that allows third party access to the Software, Data, and Documentation except as provided herein; or transfer, in whole or in part, access to prior or present versions of the Software, Data, or Documentation, any updates, or Licensee's rights under this Agreement.
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13.6 [Reserved]

13.7 [Reserved]

13.8 [Reserved]

13.9 [Reserved]

13.10 Infringement Indemnity

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ESRI shall have no obligation hereunder to defend Licensee or to pay any resulting costs, damages, or reasonable attorneys' fees for or with respect to any claims, actions, or demands alleging (i) infringement that arises by reason of combination of noninfringing items, however acquired, with any items not supplied by ESRI; (ii) infringement to the extent arising from

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THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13.11 Term

The license granted by this Agreement shall commence upon Licensee's receipt of the Software, Data, and Related Materials and shall continue until such time that (1) Licensee elects to discontinue use of the Software, Data, and Related Materials and terminates the license contained in this Agreement or (2) ESRI terminates for Licensee's material breach of this Agreement. Upon termination of this Agreement in either instance, Licensee shall return to ESRI the Software, Data, Related Materials, and any whole or partial copies, codes, modifications, and merged portions in any form. The parties hereby agree that all provisions that operate to protect the rights of ESRI and its third party licensor(s) shall remain in force should breach occur.

13.12 Handling of Software upon Termination

If a license granted under this Agreement expires or otherwise terminates, Licensee shall (a) cease using the applicable Software, Data, and Related Materials and (b) certify in writing to ESRI within thirty (30) days after expiration or termination that Licensee has destroyed or has returned to ESRI the Software, Data, and Related Materials and all copies. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Before returning materials to ESRI, Licensee shall acquire a Return Material Authorization (RMA) number from ESRI.

13.13 Technical Support Services

Technical support services shall be provided to Licensee in accordance with ESRI's technical support policies in effect on the date the technical support is ordered, subject to payment by Licensee of the applicable fees.

13.14 Limited Warranty and Disclaimer

ESRI warrants that the media upon which the Software, Data, and Related Materials are provided will be new, undamaged, and free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.

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ARTICLE 15—WAIVERS

The failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

ARTICLE 16—ASSIGNMENT

Neither party shall assign this contract or rights hereunder without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

ARTICLE 17—NO PERSONAL LIABILITY

In no event shall any official, officer, employee, or agent of the State be in any way personally liable or responsible for any covenant contained in this Agreement, express or implied, or for any statement, representation, or warranty made in or in connection with this Agreement.

ARTICLE 18—FORCE MAJEURE

Neither party shall be responsible for any failure to perform or delay in performing any of its obligations hereunder, where and to the extent that such failure or delay results from causes outside the reasonable control of the party including, but not limited to, flood, fire, strike, earthquake, other acts of God, acts of war, governmental intervention, or civil disturbances. However, such party, in order to be excused from such failure or delay and will provide notice to the other party.

ARTICLE 19—ORDER OF PRECEDENCE

Any conflict and/or inconsistency between the terms of this Agreement and any preprinted purchase order or other terms shall be resolved in favor of the terms expressed in this Agreement.

ARTICLE 20—GOVERNING LAW

This Agreement shall be construed and enforced in accordance with, and be governed by, the laws of the State of Idaho and shall be deemed to be executed in Boise, Idaho. The parties consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this Agreement.

ARTICLE 21—ENTIRE AGREEMENT

The parties agree that this Agreement constitutes the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto and is effective, valid, and binding upon the parties.

ATTACHMENT A
MPA PRICE LIST (E405M)
DOMESTIC SOFTWARE LICENSES



**ESRI MPA PRICE LIST
(E405M 10/04B)**

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

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 - (d) Some items are not offered to all potential customers. For example, certain software upgrades are only offered to customers who have acquired the most recent versions of the software and local government licenses are only offered to local government customers.
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5. New software releases for most software products are provided exclusively through maintenance programs. In these cases, software upgrades are not sold separately.

6. Complimentary User Conference Registration for Standard Maintenance.

Standard Maintenance Program	No. of Complimentary Registrations
Primary Maintenance for ArcInfo Floating License	1
Primary Maintenance for ArcInfo Node-Locked License	2
Maintenance for ArcSDE (or SDE 3) 1 Server and Two CPU License	1
Maintenance for ArcIMS 1 Server and 2 CPU License (limited to 1 per qualifying customer number)	1
Maintenance for First Floating Higher Education ArcGIS LAB KIT License	1
Maintenance for First Node-Locked Higher Education ArcGIS LAB KIT License	1
Primary Maintenance for Maplex	1
ArcView GIS 3.x Maintenance--per 25 License	1
Maintenance for ArcGIS ArcView Single Use--per 25 License	1
Maintenance for ArcGIS ArcView Concurrent Use--per 15 License	1
Maintenance for ArcEditor--per 10 License	1
Maintenance for ArcGIS Server Server/CPU License	1
Primary Maintenance for ArcGIS Engine Developer Kit	1

MPA Price List

E405M 10/11/2004

Section	Description	Price
1	ArcGIS Concurrent Use Licenses	
	ArcInfo Concurrent Use License	\$9,900
	ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000
	ArcInfo Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...)	\$1,200
	ArcEditor Concurrent Use License	\$6,300
	ArcView Concurrent Use License	\$2,800
	ArcGIS Spatial Analyst Concurrent Use License	\$2,000
	ArcGIS 3D Analyst Concurrent Use License	\$2,000
	ArcGIS Geostatistical Analyst Concurrent Use License	\$2,000
	ArcPress for ArcGIS Concurrent Use License	\$1,120
	ArcGIS StreetMap 8.x Concurrent Use License (U.S. data)	\$400
	ArcGIS StreetMap 9.0 Concurrent Use License	\$800
	ArcGIS Publisher Concurrent Use License	\$2,000
	ArcGIS Survey Analyst Concurrent Use License	\$2,000
	ArcGIS Tracking Analyst Concurrent Use License	\$2,000
	ArcGIS ArcScan Concurrent Use License	\$2,000
	ArcGIS Maplex Concurrent Use License	\$2,000
	ArcGIS Data Interoperability Concurrent Use License	\$2,000
	ArcGIS Schematics Concurrent Use License	\$2,800
	Primary Maintenance for ArcView Concurrent Use License	\$700
	Secondary Maintenance for ArcView Concurrent Use License	\$500
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$200
	Maintenance for ArcPress for ArcGIS Concurrent Use License	\$200
	Maintenance for ArcGIS StreetMap 9.0 Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Maplex Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Schematics Concurrent Use License	\$700
	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	\$350
	Primary Maintenance for ArcEditor Concurrent Use License	\$1,500
	Secondary Maintenance for ArcEditor Concurrent Use License	\$1,200

Section	Description	Price
1	ArcGIS Single Use Licenses	
	ArcEditor Single Use License	\$6,300
	ArcView Single Use License	\$1,200
	ArcGIS Spatial Analyst Single Use License	\$2,000
	ArcGIS 3D Analyst Single Use License	\$2,000
	ArcGIS Geostatistical Analyst Single Use License	\$2,000
	ArcPress for ArcGIS Single Use License	\$240
	ArcGIS StreetMap 8.x Single Use License (U.S. data)	\$400
	ArcGIS StreetMap 9.0 Single Use License	\$800
	ArcGIS Publisher Single Use License	\$2,000
	ArcGIS Survey Analyst Single Use License	\$2,000
	ArcGIS Tracking Analyst Single Use License	\$2,000
	ArcGIS ArcScan Single Use License	\$2,000
	ArcGIS Maplex Single Use License	\$2,000
	ArcGIS Data Interoperability Single Use License	\$2,000
	ArcGIS Schematics Single Use License	\$2,800
	Primary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Only)	\$400
	Secondary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Only) Effective October 1, 2004	\$300
	Primary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Plus Extensions)	\$1,000
	Secondary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Plus Extensions) Effective October 1, 2004	\$900
	Primary Maintenance for ArcEditor Single Use (without extensions)	\$1,500
	Secondary Maintenance for ArcEditor Single Use (without extensions)	\$1,200
	Primary Maintenance for ArcEditor Single Use with Extensions	\$2,100
	Secondary Maintenance for ArcEditor Single Use with Extensions	\$1,800
	Maintenance Activation Program (Temporary Program Expires March 31, 2005)	
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for Windows, Core Only (Price Effective May 15, 2004 thru March 31, 2005)	\$600
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	\$400
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for Windows, Core Plus Extensions (Price Effective May 15, 2004 thru March 31, 2005)	\$1,500
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for Windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	\$1,300
	Primary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	\$600
	Secondary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	\$400
	Primary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	\$1,500
	Secondary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	\$1,300
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Only (Price Effective May 15, 2004 thru March 31, 2005)	\$600
	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	\$400
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Plus Extensions (Price Effective May 15, 2004 thru March 31, 2005)	\$1,500

Section	Description	Price
1	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	\$1,300
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Core Only (Price Effective May 15, 2004 thru March 31, 2005)	\$1,050
	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Core Only (Price Effective May 15, 2004 thru March 31, 2005)	\$750
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Each Extension (Price Effective May 15, 2004 thru March 31, 2005)	\$750
	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Each Extension (Price Effective May 15, 2004 thru March 31, 2005)	\$300
	ArcGIS Upgrades	
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License	\$1,200
	ArcPress for ArcGIS Single Use License Upgrade to ArcPress for ArcGIS Concurrent Use License	\$880
	Upgrade from One ArcGIS Product to Another	
	Upgrade from ArcView Single Use to ArcEditor	\$5,100
	Upgrade from ArcView Single Use to ArcInfo	\$8,700
	Upgrade from ArcView Concurrent Use to ArcEditor	\$3,500
	Upgrade from ArcView Concurrent Use to ArcInfo	\$7,100
	Upgrade from ArcEditor to ArcInfo	\$3,600
	ArcInfo 7.x or 8.0.x Software—UNIX/Windows NT	
	ArcInfo 7.x or 8.0.x Floating License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000
	ArcInfo 7.x or 8.0.x Floating License Annual Maintenance (Secondary 2–10, 12–20...)	\$1,200
	ArcInfo 7.x or 8.0.x Node Locked 3-Pak License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$4,000
	ArcInfo 7.x or 8.0.x Node Locked 3-Pak License Annual Maintenance (Secondary 2–10, 12–20...)	\$1,600
	ArcInfo 7.x or 8.0.x Extension (each) Floating License (ArcNetwork, ArcCOGO, ArcTIN, ArcGrid, or ArcScan)	\$2,000
	ArcInfo 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$500
	ArcInfo 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$200
	ArcInfo 7.x or 8.0.x Extension Node Locked 3-Pak License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100
	ArcInfo 7.x or 8.0.x Extension Node Locked 3-Pak License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$440
	Other ArcInfo 7.x or 8.0.x Licenses—UNIX/Windows NT	
	ArcStorm First License (3 seats) Annual Maintenance	\$500
	ArcStorm Additional License (each additional seat) Annual Maintenance	\$100
	ArcPress for ArcInfo Floating Seat License Annual Maintenance	\$200
	ArcPress for ArcView	
	ArcPress for ArcView UNIX License	\$295
	ArcPress for ArcView Windows/Windows NT License	\$295
2	ArcView 3.x and Extensions	
	UNIX	
	ArcView 3.x for UNIX Single Use License Qty. 1-5 (each)	\$1,756
	ArcView 3.x for UNIX Single Use License Qty. 6-25 (each)	\$1,581
	ArcView 3.x for UNIX Single Use License Qty. 26+ (each)	\$1,405

Section	Description	Price
2	ArcView 3.x for UNIX License Primary Maintenance	\$700
	ArcView 3.x for UNIX License Secondary Maintenance	\$500
	Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT	\$500
	ArcView Network Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	\$2,246
	ArcView Network Analyst Extension for UNIX Single Use License Qty. 6-25 (each)	\$2,121
	ArcView Network Analyst Extension for UNIX Single Use License Qty. 26+ (each)	\$1,871
	ArcView Network Analyst Extension for UNIX License Primary Maintenance	\$500
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	\$200
	ArcView Tracking Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	\$2,246
	ArcView Tracking Analyst Extension for UNIX Single Use License Qty. 6-25 (each)	\$2,121
	ArcView Tracking Analyst Extension for UNIX Single Use License Qty. 26+ (each)	\$1,871
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	\$500
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	\$200
	ArcView Spatial Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	\$2,696
	ArcView Spatial Analyst Extension for UNIX Single Use License Qty. 6-25 (each)	\$2,546
	ArcView Spatial Analyst Extension for UNIX Single Use License Qty. 26+ (each)	\$2,246
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	\$500
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	\$200
	ArcView 3D Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	\$2,696
	ArcView 3D Analyst Extension for UNIX Single Use License Qty. 6-25 (each)	\$2,546
	ArcView 3D Analyst Extension for UNIX Single Use License Qty. 26+ (each)	\$2,246
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	\$500
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	\$200
	Windows/Windows NT	
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$956
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$861
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each)	\$765
	Primary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$400
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$300
	Primary Maintenance for ArcView 3.3 Single Use License (Core Plus Extensions)	\$1,000
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Plus Extensions)	\$900
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,346
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,271
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,121
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,346
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,271
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,121
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,246
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,121
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,871
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,246

Section	Description	Price
2	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,121
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,871
	ArcView StreetMap	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	\$495
3	MapObjects	
	MapObjects--Windows Edition	
	MapObjects--Windows Edition Stand-Alone Developer's Kit (includes MapObjects--Windows Edition and 50 Stand-Alone Deployments)	\$4,000
	MapObjects--Windows Edition Internet Developer Kit (includes 2 MapObjects Windows Edition Developer Licenses, 2 ArcIMS Developer Licenses, and one ArcIMS Server Deployment License for up to 2 CPU's)	\$11,600
	Additional MapObjects--Windows Edition Developer License	\$800
	Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under a discontinued program)	\$1,000
	MapObjects--Windows Limited Deployment Site License Kit	\$16,000
	Maintenance for MapObjects--Windows Edition Stand-Alone Developer's Kit	\$1,000
	Maintenance for MapObjects--Windows Edition Internet Developer Kit	\$2,400
	Maintenance for Additional MapObjects--Windows Edition Developer License	\$200
	Maintenance for MapObjects--Windows Limited Deployment Site License Kit	\$3,000
	25-Pak Additional MapObjects--Windows Edition Stand-Alone Deployments	\$2,000
	MapObjects LT	
	MapObjects LT 2 License	\$1,000
	MapObjects--Windows Edition StreetMap Extension	
	MapObjects--Windows Edition StreetMap Developer's Kit (1 Development License and 50 Stand-Alone Deployment Licenses)	\$595
	Additional MapObjects--Windows Edition StreetMap Stand-Alone Deployment Licenses 25 Pak	\$50
	Additional MapObjects--Windows Edition StreetMap Development License	\$495
	MapObjects--Java Edition	
	MapObjects--Java Edition Stand-Alone Developer Kit (includes MapObjects--Java Edition Developer License and 50 Stand-Alone Deployment Licenses)	\$4,000
	MapObjects--Java Edition Internet Developer Kit (Includes 2 MapObjects Java Edition Developer License and Deployment License for One Server with up to two CPU's)	\$6,000
	MapObjects--Java Edition Internet Development and Testing License	\$3,000
	Additional MapObjects--Java Edition Developer License	\$800
	Additional MapObjects--Java Edition Server Deployment License for One Server with up to Two CPU's	\$4,000
	Additional MapObjects--Java Edition CPU Deployment License	\$3,000
	Maintenance for MapObjects--Java Edition Stand-Alone Developer Kit	\$1,000
	Maintenance for MapObjects--Java Edition Internet Developer Kit	\$1,500
	Maintenance for Additional MapObjects--Java Edition Developer License	\$200
	Maintenance for Additional MapObjects-Java Edition Server Deployment License for One Server with up to Two CPU's	\$1,000
	Maintenance for Additional MapObjects-Java Edition CPU Deployment License	\$750
	25-Pak Additional MapObjects-Java Edition Stand-Alone Deployments	\$2,000

Section	Description	Price
4	ArcGIS Engine	
	ArcGIS Engine Developer Kit License	\$5,000
	Primary Maintenance for ArcGIS Engine Developer Kit License	\$3,000
	Additional ArcGIS Engine Developer Kit License	\$3,000
	Primary Maintenance for Additional ArcGIS Engine Developer Kit License	\$3,000
	Secondary Maintenance for Additional ArcGIS Engine Developer Kit License	\$1,500
	ArcGIS Engine Runtime	
	Standard ArcGIS Engine Runtime License	\$500
	ArcGIS Engine Runtime 3D Extension License	\$1,500
	ArcGIS Engine Runtime Spatial Extension License	\$1,500
	ArcGIS Engine Runtime Enterprise Geodatabase (GDB) Update Extension License	\$1,500
	ArcGIS Engine Runtime StreetMap Extension License	\$500
	Standard ArcGIS Engine Runtime License (50 pack)	\$22,500
	ArcGIS Engine Runtime Extensions License (3D, Spatial, or Enterprise Geodatabase Update) 10 pack	\$13,500
	ArcGIS Engine Runtime StreetMap Extension License (10 pack)	\$4,500
	Maintenance for Standard ArcGIS Engine Runtime License Without Extensions	\$150
	Maintenance for Standard ArcGIS Engine Runtime License With Extensions	\$500
5	ArcGIS Server (Production Server)	
	ArcGIS Server License (up to 2 CPUs) includes 2 Developer Licenses	\$30,000
	Additional CPU's on a Licensed ArcGIS Server	\$15,000
	Additional ArcGIS Server Single Use Developer License	\$3,000
	ArcGIS Server License Spatial Extension (up to 2 CPU's)	\$10,000
	Additional CPU's on a Licensed ArcGIS Server Spatial Extension	\$5,000
	ArcGIS Server License 3D Extension (up to 2 CPU's)	\$10,000
	Additional CPU's on a Licensed ArcGIS Server 3D Extension	\$5,000
	ArcGIS Server License StreetMap Extension (up to 2 CPU's)	\$5,000
	Additional CPU's on a Licensed ArcGIS Server StreetMap Extension	\$2,500
	Maintenance for ArcGIS Server License	\$7,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server	\$3,750
	Primary Maintenance for Additional Single Use ArcGIS Server Developer License	\$750
	Secondary Maintenance for Additional Single Use ArcGIS Server Developer License	\$375
	Maintenance for ArcGIS Server License Spatial Extension	\$2,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server Spatial Extension	\$1,250
	Maintenance for ArcGIS Server License 3D Extension	\$2,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server 3D Extension	\$1,250
	Maintenance for ArcGIS Server License StreetMap Extension	\$1,250
	Maintenance for Additional CPU on a Licensed ArcGIS Server StreetMap Extension	\$625
	ArcGIS Server (Development and Testing)	
	ArcGIS Server Development and Testing License (up to 2 CPU's)	\$15,000
	Additional CPU on licensed ArcGIS Server Development and Testing	\$7,500
	ArcGIS Server Development and Testing License Spatial Extension (up to 2 CPU's)	\$5,000
	Additional CPU on Licensed ArcGIS Server Development and Testing Spatial Extension	\$2,500
	ArcGIS Server Development and Testing License 3D Extension (up to 2 CPU's)	\$5,000
	Additional CPU on Licensed ArcGIS Server Development and Testing 3D Extension	\$2,500
	ArcGIS Server Development and Testing License StreetMap Extension (up to 2 CPU's)	\$2,500
	Additional CPU on Licensed ArcGIS Server Development and Testing StreetMap Extension	\$1,250

Section	Description	Price
5	Maintenance for ArcGIS Server Development and Testing License	\$3,750
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing	\$1,875
	Maintenance for ArcGIS Server Development and Testing License Spatial Extension	\$1,250
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing Spatial Extension	\$625
	Maintenance for ArcGIS Server Development and Testing License 3D Extension	\$1,250
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing 3D Extension	\$625
	Maintenance for ArcGIS Server Development and Testing License StreetMap Extension	\$625
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing StreetMap Extension	\$312
6	ArcSDE	
	ArcSDE Installation Pack	\$400
	ArcSDE Server and two Processors (incl. License for 1 Server and 2 Processors, 5 Read and Write Connection Licenses)	\$10,000
	ArcSDE License for One Additional Processor	\$5,000
	ArcSDE Read and Write Server Connection License	\$1,000
	ArcSDE Read-Only Server Connection License	\$500
	Maintenance for ArcSDE or SDE Server License with Two CPUs	\$3,000
	Maintenance for ArcSDE or SDE Additional Processor License	\$1,000
	Maintenance for ArcSDE/SDE Read and Write Server Connection License	\$150
	Maintenance for ArcSDE/SDE Read-Only Server Connection License	\$150
	Maintenance for ArcSDE Single Use License Per Notebook Computer	\$200
7	ArcIMS	
	ArcIMS Server/CPU License Internet Deployment License for One Server and Two CPU's and ArcIMS Software	\$10,000
	ArcIMS Additional CPU License	\$5,000
	ArcIMS Single Use Development License (each)	\$1,000
	ArcIMS Server/CPU Annual Maintenance	\$2,000
	ArcIMS Additional CPU Annual Maintenance	\$1,000
	ArcIMS Single Use Development License Annual Maintenance Fee	\$200
	ArcIMS Small Local Government Server/CPU License for One Server and Up to 2 CPU's	\$5,000
	Maintenance for ArcIMS Small Local Government Server/CPU License	\$1,500
	Upgrade of Small Local Government License to ArcIMS Regular Edition License	\$5,000
	ArcIMS Route Server	
	ArcIMS Route Server License for One Server and 2 CPU's	\$3,000
	Annual Maintenance for ArcIMS Route Server License for One Server and 2 CPU's	\$600
	ArcIMS Route Server Additional CPU License	\$1,500
	Annual Maintenance for ArcIMS Route Server Additional CPU License	\$300
	ArcIMS Route Server Data Options	
	Data Pack--Tele Atlas MultiNet USA License for One Server and 2 CPU's	\$15,000
	Annual Update Fee Data Pack--Tele Atlas MultiNet USA License for one Server and 2 CPU's	\$7,500
	Data Pack--Tele Atlas MultiNet USA Additional CPU License	\$5,000
	Annual Update Fee--Data Pack-Tele Atlas MultiNet USA Additional CPU License	\$2,500
	Data Pack--GDT USA Data Pack License for up to 5,000,000 Transactions	\$10,000
	Data Pack--GDT USA Data Pack License for up to 20,000,000 Transactions	\$25,000
	Data Pack--GDT USA Data Pack License for up to 60,000,000 Transactions	\$75,000

Section	Description	Price
7	ArcIMS Data Delivery Extension	
	ArcIMS Data Delivery Extension License for One Server and 2 CPU's	\$5,000
	Annual Maintenance for ArcIMS Data Delivery Extension License for One Server and 2 CPU's	\$1,000
	Additional CPU License for ArcIMS Data Delivery Extension	\$2,500
	Annual Maintenance for Additional CPU License for ArcIMS Data Delivery Extension	\$600
8	Business Applications Software	
	ArcView Business Analyst	
	ArcView Business Analyst Software and Data License and One-Year Maintenance (per license) ESRI BIS	\$15,996
	ArcView Business Analyst Software and Data License and One-Year Maintenance (per license) AGS	\$15,996
	Annual Maintenance (per license) ArcView Business Analyst ESRI BIS	\$15,996
	Annual Maintenance (per license) ArcView Business Analyst AGS	\$15,996
	ArcView Business Analyst Extension Software and Data License and One-Year Maintenance (per license) ESRI BIS	\$14,796
	ArcView Business Analyst Extension Software and Data License and One-Year Maintenance (per license) AGS	\$14,796
	Annual Maintenance ArcView Business Analyst Extension (per license) ESRI BIS	\$14,796
	Annual Maintenance ArcView Business Analyst Extension (per license) AGS	\$14,796
	Optional AGS Data Pack (only for ArcView Business Analyst Customers Who have Already Purchased ArcView Business Analyst with the ESRI BIS Data Set)	\$2,500
	Optional ESRI BIS Data Pack (only for ArcView Business Analyst Customers Who have Already Purchased ArcView Business Analyst with the AGS Data Set)	\$2,500
	Annual Maintenance for Optional ESRI BIS Data Pack (per license)	\$2,500
	Annual Maintenance for Optional AGS Data Pack (per license)	\$2,500
	ArcGIS Business Analyst	
	ArcGIS Business Analyst--Professional Edition Software and Data License and One-Year Maintenance (per license) ESRI BIS	\$15,996
	ArcGIS Business Analyst--Professional Edition Software and Data License and One-Year Maintenance (per license) AGS	\$15,996
	Annual Maintenance for ArcGIS Business Analyst--Professional Edition (per license) ESRI BIS	\$15,996
	Annual Maintenance for ArcGIS Business Analyst--Professional Edition (per license) AGS	\$15,996
	ArcGIS Business Analyst Extension-Professional Edition Software and Data License and One-Year Maintenance (per license) ESRI BIS	\$14,796
	ArcGIS Business Analyst Extension-Professional Edition Software and Data License and One-Year Maintenance (per license) AGS	\$14,796
	Annual Maintenance for ArcGIS Business Analyst Extension-Professional Edition Software and Data License ESRI BIS	\$14,796
	Annual Maintenance for ArcGIS Business Analyst Extension-Professional Edition Software and Data License AGS	\$14,796
	ArcGIS Business Analyst Extension-Developer Edition (no data)	\$2,500
	Annual Maintenance (per license) for ArcGIS Business Analyst Extension-Developer Edition (no data)	\$2,500
	ArcGIS Business Analyst Optional AGS Data Pack (only for the ArcGIS Business Analyst customer that has already purchased ArcGIS Business Analyst with the ESRI BIS data set)	\$2,500
	Annual Maintenance for ArcGIS Business Analyst Optional AGS Data Pack	\$2,500
	Upgrade ArcGIS Business Analyst Single Use to Concurrent Use (Offered Only If On Maintenance)	\$1,200

Section	Description	Price
9	ArcLogistics Route	
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data)	\$9,600
	ArcLogistics Route Annual Maintenance (U.S. data)	\$2,000
	ArcLogistics Route Additional Service Area (U.S. data)	\$2,000
	ArcLogistics Route Additional Service Area (U.S. data) Annual Maintenance	\$1,000
	ArcLogistics Route No Data License	\$8,000
	ArcLogistics Route No Data License Annual Maintenance	\$1,000
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak	\$24,000
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak Annual Maintenance	\$6,000
	ArcLogistics Route for Citrix License (U.S. data) 25-Pak	\$80,000
	ArcLogistics Route for Citrix License (U.S. data) 25-Pak Annual Maintenance	\$20,000
	ArcLogistics Route No Data License for Citrix 5-Pak	\$20,000
	ArcLogistics Route No Data License for Citrix 5-Pak Annual Maintenance	\$5,000
	ArcLogistics Route No Data License for Citrix 25-Pak	\$60,000
	ArcLogistics Route No Data License for Citrix 25-Pak Annual Maintenance	\$15,000
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data) for Local Government	\$6,000
	ArcLogistics Route Annual Maintenance (U.S. data) for Local Government	\$1,600
	ArcLogistics Route No Data License for Local Government	\$5,000
	ArcLogistics Route No Data License for Local Government Annual Maintenance	\$1,000
	ArcLogistics Route for Citrix License (U.S. data) 3-Pak for Local Government	\$18,000
	ArcLogistics Route for Citrix License (U.S. data) 3-Pak for Local Government Annual Maintenance	\$3,600
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak for Local Government	\$24,000
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak for Local Government Maintenance	\$6,000
	ArcLogistics Route for Citrix License (U.S. data) 25-Pak for Local Government	\$80,000
	ArcLogistics Route for Citrix Licenses (U.S. data) 25-Pak for Local Government Annual Maintenance	\$20,000
	ArcLogistics Route No Data License for Citrix 3-Pak for Local Government	\$15,000
	ArcLogistics Route No Data License for Citrix 3-Pak for Local Government Annual Maintenance	\$3,000
	ArcLogistics Route No Data License for Citrix 5-Pak for Local Government	\$20,000
	ArcLogistics Route No Data License for Citrix 5-Pak for Local Government Annual Maintenance	\$5,000
	ArcLogistics Route No Data License for Citrix 25-Pak for Local Government	\$60,000
	ArcLogistics Route No Data License for Citrix 25-Pak for Local Government Annual Maintenance	\$15,000
	BusinessMAP 3.5	
	BusinessMAP 3.5	\$349
	RouteMAP IMS	
	RouteMAP IMS Server/CPU License	\$3,000
	RouteMAP IMS Additional CPU License	\$500
	RouteMAP IMS Maintenance Server/CPU License	\$1,000
	RouteMAP IMS Maintenance for Additional CPU License	\$500
	RouteMAP IMS Data Pack USA Server/CPU License	\$3,000
	RouteMAP IMS Data Pack USA Additional CPU License	\$500
	RouteMAP IMS Data Pack USA Maintenance Server/CPU License	\$1,000
	RouteMAP IMS Data Pack USA Maintenance for Additional CPU License	\$500

Section	Description	Price
9	RouteMAP IMS Data Pack North American Server/CPU License	\$9,500
	RouteMAP IMS Data Pack North American Additional CPU License	\$500
	RouteMAP IMS Data Pack North American Maintenance for Server/CPU License	\$3,000
	RouteMAP IMS Data Pack North American Maintenance for Additional CPU License	\$500
10	Other Software	
	NetEngine	
	NetEngine Standard Developer Kit (incl. 1 Developer License and 10 Deployment Licenses)	\$10,000
	NetEngine Internet Developer Kit (incl. 2 Developer Licenses and One Deployment License for One Server with Up to Two CPUs)	\$6,000
	Additional NetEngine Server/CPU Deployment License (Up to 2 CPUs)	\$4,800
	Additional NetEngine CPU Deployment License	\$4,000
	Additional NetEngine Developer License	\$2,000
	Annual Maintenance for NetEngine Standard Developer Kit	\$2,000
	Annual Maintenance for NetEngine Internet Developer Kit	\$2,000
	Annual Maintenance for NetEngine Additional Server/CPU Deployment License	\$1,200
	Annual Maintenance for Additional NetEngine CPU Deployment License	\$1,000
	Annual Maintenance for Additional NetEngine Developer License (each)	\$500
	NetEngine Annual Renewal for Network Server Deployment License (Old Program)	\$1,000
	Maplex	
	Maplex First Single Use License	\$15,000
	Maplex Second Single Use License	\$14,000
	Maplex Third Single Use License	\$11,500
	Maplex Single Use License Annual Primary Maintenance	\$3,750
	Maplex Single Use License Annual Secondary Maintenance	\$1,500
	Production Line Tool Set	
	Production Line Tool Set Mapping Agency Solution	\$10,000
	Annual Maintenance for Production Line Tool Set Mapping Agency Solution	\$2,500
	Production Line Tool Set Nautical Solution	\$10,000
	Annual Maintenance for Production Line Tool Set Nautical Solution	\$2,500
	Production Line Tool Set Defense Solution	\$10,000
	Annual Maintenance for Production Line Tool Set Defense Solution	\$2,500
	Production Line Tool Set Aeronautical Solution	\$10,000
	Annual Maintenance for Production Line Tool Set Aeronautical Solution	\$2,500
	Production Tool Set Foundation	\$5,000
	Annual Maintenance for Production Tool Set Foundation	\$1,250
	GIS Data ReViewer	
	Production Line Tool Set Solutions GIS Data ReViewer	\$2,500
	Annual Maintenance for Production Line Tool Set Solution GIS Data ReViewer	\$625
	Map Production System (MPS) to Produce Topographic Line Maps (TLMs)	\$2,500
	Annual Maintenance for Map Production System (MPS)	\$625
	Job Tracking Extension (JTX)	
	Job Tracking Extension (JTX) Concurrent Use License	\$2,500
	Primary Maintenance Job Tracking Extension (JTX) Concurrent Use License	\$500
	Secondary Maintenance Job Tracking Extension (JTX) Concurrent Use License	\$200
	ArcPad	
	ArcPad Single Use License	\$396
	ArcPad Single Use License Technical Support	\$295

Section	Description	Price
10	ArcPad Pay-As-You-Go Support (per incident)	\$50
	ArcPad Application Builder Single Use License	\$1,200
	ArcPad Application Builder Primary Maintenance	\$500
	ArcPad Application Builder Secondary Maintenance	\$300
	ArcPad 5.x to ArcPad 6 Upgrade	\$150
	ArcPad StreetMap with GDT Dynamap Transportation Data	\$119
	Ongoing Technical Support for ArcPad StreetMap with GDT Dynamap Transportation Data	\$99
	Desktop Mapping Software	
	PC ARC/INFO	
	PC ARC/INFO Single Use License	\$2,396
	PC ARC/INFO 4.0 Upgrade per License	\$295
	PC ARC/INFO Desktop Maintenance (Twelve Months of Technical Support for One Authorized Contact)	\$845
11	Reserved	
12	ESRI BIS CommunityInfo	
	National Datasets	
	CommunityInfo Economic Development License National Dataset	\$4,400
	CommunityInfo Homeland Security License National Dataset	\$4,400
	CommunityInfo Healthcare License National Dataset	\$8,000
	CommunityInfo Financial Services License National Dataset	\$8,000
	CommunityInfo Insurance License National Dataset	\$8,000
	CommunityInfo Retail License National Dataset	\$8,000
	CommunityInfo Restaurant License National Dataset	\$8,000
	CommunityInfo Census License National Dataset	\$1,000
	Single State Datasets	
	CommunityInfo Economic Development License Single State Dataset	\$2,900
	CommunityInfo Homeland Security License Single State Dataset	\$2,900
	CommunityInfo Healthcare License Single State Dataset	\$5,300
	CommunityInfo Financial Services License Single State Dataset	\$5,300
	CommunityInfo Insurance License Single State Dataset	\$5,300
	CommunityInfo Retail License Single State Dataset	\$5,300
	CommunityInfo Restaurant License Single State Dataset	\$5,300
	CommunityInfo Census License Single State Dataset	\$600
	Single MSA Datasets	
	CommunityInfo Economic Development License Single MSA Dataset	\$1,400
	CommunityInfo Homeland Security License Single MSA Dataset	\$1,400
	CommunityInfo Healthcare License Single MSA Dataset	\$2,800
	CommunityInfo Financial Services License Single MSA Dataset	\$2,800
	CommunityInfo Insurance License Single MSA Dataset	\$2,800
	CommunityInfo Retail License Single MSA Dataset	\$2,800
	CommunityInfo Restaurant License Single MSA Dataset	\$2,800
	CommunityInfo Census License Single MSA Dataset	\$360
	Single County Datasets	
	CommunityInfo Economic Development License Single County Dataset	\$1,100
	CommunityInfo Homeland Security License Single County Dataset	\$1,100
	CommunityInfo Healthcare License Single County Dataset	\$2,000
	CommunityInfo Financial Services License Single County Dataset	\$2,000

Section	Description	Price
12	CommunityInfo Insurance License Single County Dataset	\$2,000
	CommunityInfo Retail License Single County Dataset	\$2,000
	CommunityInfo Restaurant License Single County Dataset	\$2,000
	CommunityInfo Census License Single County Dataset	\$125
13	Software Media Kits and Hardware Keys	
	Additional Install Kit for ArcGIS (Parallel)	\$400
	Additional Install Kit for ArcGIS (USB)	\$400
	ArcInfo NT Hardware Key Slimline	\$50
14	NT USB Hardware Key	\$50
	Developer Support Program	
	ArcIMS Developers Priority Support	\$1,495
	ArcIMS Developers Pay-As-You-Go Support (per incident)	\$150
	MapObjects LT Developers Priority Support	\$395
	MapObjects LT Pay-As-You-Go Support (per incident)	\$60
	ArcInfo Workstation Developers Priority Support	\$2,000
	ArcInfo Workstation Developers Pay-As-You-Go Support (per incident)	\$175
	ArcGIS Desktop Developers Priority Support	\$2,000
	ArcGIS Desktop Developers Pay-As-You-Go Support	\$175
	Cross Product Plan Developers Priority Support	\$2,000
	Annual Premium Support Services	\$75,000
	Premium Support Services at an Hourly Rate--Minimum 36 Hours	\$7,500
	Installation Services	
	Single Workstation Installation of ArcInfo and Extensions in USA	\$2,500
	Multiple (up to 5) Workstation Installations of ArcInfo and Extensions at One Site in the USA	\$3,500
	ArcIMS Implementation--Service for the ArcIMS Standard Edition Server/CPU License. Consists of up to 20 hours of travel and on-site support, over 2 days.	\$3,500
	Training	
	ESRI Site Training per Student, per Day at ESRI Learning Centers (USA)	\$425
	Client Site Training per Class, per Day (12 Students) at Client Locations (USA)	\$3,325
15	Virtual Campus	
	Individual Courses	
	ESRI Virtual Campus Training Course Pricing (1 paid modules) per seat	\$25
	ESRI Virtual Campus Training Course Pricing (2 paid modules) per seat	\$50
	ESRI Virtual Campus Training Course Pricing (3 paid modules) per seat	\$75
	ESRI Virtual Campus Training Course Pricing (4 paid modules) per seat	\$100
	ESRI Virtual Campus Training Course Pricing (5 paid modules) per seat	\$125
	ESRI Virtual Campus Training Course Pricing (6 paid modules) per seat	\$150
	ESRI Virtual Campus Training Course Pricing (7 paid modules) per seat	\$175
	ESRI Virtual Campus Training Course Pricing (8 paid modules) per seat	\$200
	ESRI Virtual Campus Training Course Pricing (9 paid modules) per seat	\$225
	ESRI Virtual Campus Subscription Pricing	
	Education Subscriptions (for all Virtual Campus courses)	
	Annual Premium Subscription (\$2,500 Virtual Campus Dollar Value)	\$2,250
	Annual Premium Subscription (\$5,000 Virtual Campus Dollar Value)	\$4,250
	Annual Premium Subscription (\$10,000 Virtual Campus Dollar Value)	\$7,000
	Annual Premium Subscription (\$50,000 Virtual Campus Dollar Value)	\$30,000
	Annual Premium Subscription (\$100,000 Virtual Campus Dollar Value)	\$50,000

Section	Description	Price
15	Annual Standard Subscription (\$2,500 Virtual Campus Dollar Value)	\$2,125
	Annual Standard Subscription (\$5,000 Virtual Campus Dollar Value)	\$4,000
	Annual Standard Subscription (\$10,000 Virtual Campus Dollar Value)	\$6,000
	Annual Standard Subscription (\$50,000 Virtual Campus Dollar Value)	\$25,000
	Annual Standard Subscription (\$100,000 Virtual Campus Dollar Value)	\$40,000
	ESRI Virtual Campus Web Workshop	
	ESRI Virtual Campus Web Workshop (per seat)	\$30

ATTACHMENT B
SCOPE OF USE—EXHIBIT 1 (E300)



EXHIBIT 1 SCOPE OF USE (E300 5/04)

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

The scope of use for each ESRI® Software identified below is described in the applicable footnotes listed in parentheses.

- ArcGIS® Desktop
 - ArcReader™ (1 and 19)
 - ArcView® (1, 2, and 6)
 - ArcEditor™ (1, 2, and 6)
 - ArcInfo™ (2 and 6)
 - Extensions (1, 2, and 6)
 - ArcInfo Workstation Extensions (2 and 6)
- ArcGIS Schematics SDK (1, 4, 12, and 16)
- ArcGIS Business Analyst (1, 2, 15, and 21)
- ArcGIS Engine
 - ArcGIS Engine Developer Kit (1 and 23)
 - ArcGIS Engine Runtime (1, 4, 12, and 23)
 - ArcGIS Engine Options (Spatial Analyst, 3D Analyst™, Geodatabase (GDB) Update, StreetMap™) (1, 4, 12, and 23)
- ArcGIS Server
 - ArcGIS Server Base License (1, 3, 5, 7, and 24)
 - ArcGIS Server Options (Spatial Analyst, 3D Analyst, StreetMap) (1, 3, 5, 7, and 24)
- ArcSDE®
 - ArcSDE Server (1, 3, 5, 7, and 18)
 - ArcSDE for Coverages (3, 5, 7, and 18)
 - ArcSDE Connections (2, 7, and 18)
- ArcIMS®
 - ArcIMS and Extensions (1, 3, 5, 6, 7, 12, and 15)
- ArcIMS ArcMap™ Server (1, 3, 5, 7, and 12)
- RouteMAP™ IMS (1, 3, 5, 7, and 12)
- ArcView GIS 3.x
 - ArcView and Extensions (1)
 - ArcView Business Analyst (1, 15, and 21)
- ArcLogistics™ Route (1, 8, and 15)
- PC ARC/INFO® (1)
- Maplex (1)
- MOLE™ (1)
- MOLE SDK (1, 4, and 12)
- BusinessMAP® (1 and 15)
- ArcPad® (1, 9, and 10)
- ArcPad StreetMap (1, 9, and 20)
- ArcPad Application Builder (1)
- MapObjects®—Windows Edition (1, 4, 11, 12, and 16)
- MapObjects—Java Edition (1, 3, 4, 5, 12, 16, and 17)
- MapObjects LT (1, 4, 12, and 13)
- ArcExplorer™ (1 and 19)
- NetEngine™ (1, 5, and 12)
- NetEngine Internet (3, 5, and 13)
- Production Line Tool Set (PLTS); GIS Data ReViewer; Job Tracking for ArcGIS (1)
- Data Sets (1 and 15)

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**ATTACHMENT C
IMPLEMENTATION SERVICES
2005 TIME AND MATERIALS RATE SCHEDULE**

Effective January 1, 2005

Hourly time and materials labor rates have been provided for each labor category for calendar year 2005. The hourly labor rates for services that are performed after 2005 may be escalated in an amount not to exceed seven and one-half percent (7.5%) 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 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 percent complete.

Principal

Hourly Rate: \$287/Hour

These staff work as program directors or project advisors providing project vision, strategic consulting, and program management for all types of geographic information system (GIS) projects. These staff apply market/application domain expertise with extensive experience in GIS and related technologies to ensure the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definition, application and database design, and system integration consulting. Management activities may include defining program requirements, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These staff work with senior client staff and have the support of senior ESRI corporate staff to ensure successful project completion.

Senior Consultant

Hourly Rate: \$217/Hour

These staff work as project managers or project advisors providing strategic consulting and program management for all types of GIS projects. These staff apply market/application domain expertise with extensive experience in GIS and related technologies to ensure the successful completion of the program. Consulting activities may include strategic planning, GIS workshops and seminars, requirements definition, application and database design and development, and system integration consulting. Management activities may include defining program requirements, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. They design comprehensive work plans that employ structured systems methodologies, which define project deliverables, milestones, and realistic schedules.

Consultant

Hourly Rate: \$172/Hour

These staff provide day-to-day consulting and management of contracted projects within ESRI. They work under the guidance of senior ESRI consulting staff and support the design and implementation of defined work plans. They provide traditional consulting services and also provide design and management support to application development projects and database conversion projects. They conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using computer-aided software engineering (CASE) tools and entity-relationship (E-R) diagramming methodologies, design and develop software and database quality assurance/quality control (QA/QC) programs, and provide management oversight of daily technical activities. They work with senior consulting and technical staff to design comprehensive work plans that employ structured systems methodologies, which define project deliverables, milestones, and realistic schedules. These staff also work with ESRI administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior Technical Designer

Hourly Rate: \$224/Hour

These staff are the senior technical staff at ESRI. They provide the overall technical vision and system architecture for large complex systems. They ensure that sound software engineering principles and life cycle methodologies are applied to projects. They are actively involved in systems architecture design, application software design, database process design, and all phases of coding including the conduct of design and code reviews. They may serve as the principal investigator in focused studies or research and development (R&D) projects. While staff in this category have broad technical knowledge of GIS applications and related technologies, they also provide specific expertise in areas such as Internet applications, data

warehousing, spatial analysis, and modeling. They are proficient in ESRI software languages as well as third generation programming languages, Internet markup languages, and other technologies.

Technical Designer

Hourly Rate: \$181/Hour

GIS system/software developers design technical project plans for the implementation of application software projects and database development projects. They oversee the day-to-day technical activities of the project team and ensure that appropriate systems methodologies are employed. They design and develop QA/QC programs and oversee design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle. They will perform detailed software design, detailed database conversion design, and be directly involved in the coding and implementation of the more complex and strategic portions of application software and database conversion projects. They are proficient in ESRI software languages as well as third generation programming languages, Internet markup languages, and other technologies.

Technical Analyst

Hourly Rate: \$141/Hour

Staff in this category work independently to perform software coding and write software documentation to design specifications developed by senior staff. They also design and implement data conversion procedures. These staff also perform software and database quality control. They are proficient in the coding of software and processing of digital databases. They are proficient in ESRI software languages as well as third generation programming languages, Internet markup languages, and other technologies.

Database Analyst

Hourly Rate: \$119/Hour

These staff provide database development support in creating cartographic and digital data products. Areas of expertise include performing data conversion, migration, and translation activities utilizing advanced processing techniques in ARC/INFO and/or ArcInfo software. Additionally, these staff design and implement efficient production tools and coordinate work flow with project personnel.

**IMPLEMENTATION SERVICES
TERMS AND CONDITIONS**

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