



Price Agreement Amendment

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

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ENVIRONMENTAL SYS RESEARCH INST INC
380 NEW YORK ST
REDLANDS CA 92373

SOFTWARE, GEO INF SYSTEM
Amendment Date: 08/01/2002
Original Award Date: 06/08/1992
Buyer: ROCHE, LINDA P
Phone #: (401) 222 - 2142 ext. 118
FOB: F.O.B., Destination

Terms: Net 30

Change Order Number
8
Award Number
68M00210512
Effective Period:
07/01/1992 - 05/15/2003

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Change Order Note: CHANGE ORDER #1

Department			Bid Number	C/O Req #	
ADMINISTRATION		MPA-183	2894		
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #8 CHANGE TO PO #68M00210512 DATED 6/8/92. EFFECTIVE PERIOD HAS BEEN MODIFIED: FROM: 7/1/92 - 5/15/02 TO: 7/1/92 - 5/15/03				

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE	
ACCOUNTING	DATE RELEASED

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PRICE AGREEMENT AMENDMENT**

EFFECTIVE DATE OF AMENDMENT: 8/16/00

MPA #183-3-2894

APA#

AMENDMENT NUMBER: 7

CURRENT AGREEMENT PERIOD: 7/1/92 – 5/15/01

COMMODITY/SERVICE DESCRIPTION: SOFTWARE, GEOGRAPHIC INFORMATION SYSTEM

BUYER: LINDA ROCHE/act

Telephone No. (401) 222-2142 ext. 118

APPROVED FOR THE STATE OF RHODE ISLAND: Jerome D. Moynihan

Administrator, Purchasing Systems

BILLING REFERENCE NO.	VENDOR(S) ADDRESS	TELEPHONE
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183-3-2894-1	ENVIRONMENTAL SYSTEM RESEARCH INSTITUTE, INT'L 380 NEW YORK STREET REDLANDS, CA 92373	TELEPHONE #: 909-793-2853 TERMS: NET 30
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This is a notice of award amendment, not an order. The Price Agreement named above is hereby amended and/or modified as follows:

The agreement period has been modified **FROM: 7/1/92 to 5/15/01**

TO: 7/1/92 to 5/15/02

The list of items covered and/or pricing for the items covered by the agreement has been modified. The items and/or prices authorized as of the date of the issuance of this amendment are as reflected in Attachment A – Pricing, attached hereto.

Other.

REVISED ATTACHMENT A

DOMESTIC SOFTWARE LICENSE PRICING AND MAINTENANCE FEES

B.0	General Pricing Information and Disclaimers	
	These software items and related products are offered to Licensee and its qualified agencies for use only within the United States of America, its possessions, and territories.	
	Eligible customers may at any time request a specific quote based on this contract from an ESRI sales representative. When selecting items from this contract without assistance from an ESRI sales representative, be aware of the general rules defined below. Pricing is on a per order, per item basis unless otherwise indicated.	
	Some products may have prerequisites and interdependencies so that one may not be purchased, or may not be functional, without prior or simultaneous purchase of another product. For example, software upgrades can only be licensed by customers who have already acquired the corresponding earlier version of the software, and extension software is only functional in combination with the corresponding core software. If you have questions regarding your configuration and how it relates to your requirement, please contact your ESRI representative for additional information.	
	System requirements and platform support vary from item to item. If in doubt whether your system will support a desired item, please contact your ESRI sales representative for additional information.	
	Some items are not offered to all potential customers. For example, educational licenses are only offered to educational institutions, and certain software upgrades are only offered to customers who have acquired the most recent versions of the software.	
	Support services are defined at ESRI's Web site (www.esri.com) within the user support section.	

B.1	ArcInfo™ Software—UNIX/Windows NT	Price
	ArcInfo Single-User Floating License	\$9,900
	ArcInfo Single-User Floating License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000
	(Secondary 2–10, 12–20...)	\$1,200
	ArcInfo Extension Single-User Floating License (Each) (ARC NETWORK™, ARC COGO™, ARC TIN™, ARC GRID™, or ArcScan™)	\$1,400
	ArcInfo Extension Single-User Floating License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$500
	(Secondary 2–10, 12–20...)	\$200
	Other ArcInfo Licenses—UNIX/Windows NT	Price
	ArcStorm™ First License (3 Seats)	\$3,000
	Additional Licenses (Each Additional Seat)	\$500
	ArcStorm First License (3 Seats) Annual Maintenance	\$500
	Additional License (Each Additional Seat) Annual Maintenance	\$100
	ArcPress™ for ArcInfo Single-User Floating Seat	\$1,400
	ArcPress for ArcInfo Single-User Floating Seat Annual Maintenance	\$200
	ArcFM™ 7 Single-User Floating Seat License (Including 1 ArcFM Viewer License)	\$6,000
	Additional Single-User Floating License (Including 1 ArcFM Viewer License)	\$3,900
	ArcFM 7 Single-User First License Annual Maintenance (Primary)	\$900
	Additional ArcFM 7 Single-User License Annual Maintenance (Secondary)	\$585
	ArcFM 7 Viewer	\$495
	ArcFM 7 Viewer Annual Maintenance	\$75

ArcInfo, ARC NETWORK, ARC COGO, ARC TIN, ARC GRID, ArcScan, ArcStorm, ArcPress, and ArcFM are trademarks of Environmental Systems Research Institute, Inc.

B.2	ArcView® GIS 3.x and Extensions	Price
B.2.1(a)	UNIX	
	ArcView GIS for UNIX Single-User Licenses	\$1,756
	ArcView GIS for UNIX Standard Maintenance	\$854
	ArcView GIS for UNIX 3.2 Upgrade for Version 3.1 Licenses	\$99
	3.2 Upgrade for Version 3 or 2.x Licenses	\$495
	Transfer of ArcView GIS for UNIX to ArcView GIS for Windows/Windows NT	\$495
	ArcView Network Analyst or ArcView Tracking Analyst Extension for UNIX Single-User Licenses	\$2,246
	ArcView Network Analyst or ArcView Tracking Analyst Extension for UNIX License Standard Maintenance	\$896
	ArcView Spatial Analyst or ArcView 3D Analyst™ Extension for UNIX Single-User Licenses	\$2,696
	ArcView Spatial Analyst or ArcView 3D Analyst Extension for UNIX License Standard Maintenance	\$1,214
	ArcView GIS 3.x and Extensions	Price
B.2.1(b)	Windows/Windows NT	
	ArcView GIS for Windows/Windows NT Single-User Licenses	\$956
	ArcView GIS for Windows/Windows NT License Standard Maintenance	\$536
	ArcView GIS 3.2 for Windows/Windows NT Upgrade for Version 3.1 Licenses	\$149
	3.2 Upgrade for Version 3 or 2.x Licenses	\$395
	ArcView Network Analyst or ArcView Tracking Analyst Extension for Windows/Windows NT Licenses	\$1,346
	ArcView Network Analyst or ArcView Tracking Analyst Extension for Windows/Windows NT License Standard Maintenance	\$581
	ArcView Spatial Analyst or ArcView Image Analysis or ArcView 3D Analyst Extension for Windows/Windows NT Single-User Licenses	\$2,246
	ArcView Spatial Analyst Upgrade 1.x to 2 for Windows/Windows NT	\$695
	ArcView Spatial Analyst or ArcView Image Analysis or ArcView 3D Analyst Extension for Windows/Windows NT License Standard Maintenance	\$986
	ArcView Image Analysis Upgrade 1 to 1.1	\$199
B.2.2	ArcView StreetMap™ and StreetMap 2000	Price
	ArcView StreetMap 1.x for Windows/Windows NT License	\$495
	ArcView StreetMap Upgrade 1 to 1.1 for Windows/Windows NT	\$250
	ArcView StreetMap 2000	\$8,995
	ArcView StreetMap 2000 Annual Upgrade Subscription	\$4,497.50
	ArcView StreetMap 2000 Upgrade 1 to 1.1	\$5,500
	ESRI U.S. Street Database for Windows/Windows NT	\$495
B.2.3	ArcView Business Analyst	Price
	ArcView Business Analyst First License	\$9,595

ArcView is a trademark of Environmental Systems Research Institute, Inc., registered in the United States and certain other countries; registration is pending in the European Community. 3D Analyst and StreetMap are trademarks of Environmental Systems Research Institute, Inc.

		Price
	ArcView Business Analyst Extension Pack License	\$7,435
	ArcView Business Analyst 1.1 Upgrade per License	\$4,500
	Extension Pack 1.1 Upgrade per License	\$3,500
	ArcView Business Analyst Extension Maintenance (per License/Seat)	\$4,000
	Extension Pack Maintenance (per License/Seat)	\$3,000
B.2.4	ArcPress for ArcView	Price
	ArcPress for ArcView UNIX License	\$295
	ArcPress for ArcView Windows/Windows NT License	\$295

B.3	MapObjects®	Price
B.3.1	MapObjects	
	MapObjects Developer Kit (Development License and 50 Deployments)	\$4,000
	Additional MapObjects Deployments 10-Pack	\$800
	Additional MapObjects Deployments 25-Pack	\$2,000
	Additional MapObjects Development License	\$800
	Upgrade for MapObjects 1.x Developers License	\$595
	Upgrade for MapObjects 1.x Deployment License 10-Pack	\$1,000
	MapObjects LT 2 License, Media, and Documentation	\$1,000

B.4	ArcSDE™ and Spatial Database Engine™ (SDE®)	Price
B.4.1	SDE 3	
	First Enterprise SDE 3 Server License with One (1) Connection License	\$20,000
	Additional Server License with One (1) Connection License	\$10,000
	Additional Server Connection License	\$1,000
	First Server License Annual Maintenance	\$3,000
	Additional Server License Annual Maintenance	\$1,500
	Server Connection License Annual Maintenance	\$150
B.4.2	ArcSDE 3	Price
	ArcSDE 3 (1 Server, 1 SDE for Coverages Server, and 5 Connections)	\$8,750
	Additional Licenses (Each Seat)	\$1,000
	ArcSDE 3 Annual Maintenance	\$3,750
	Additional Server Connection License Annual Maintenance (Each)	\$150
	ArcSDE 3 Installation Kit	\$500

MapObjects and SDE are trademarks of Environmental Systems Research Institute, Inc., registered in the United States and certain other countries; registration is pending in the European Community. ArcSDE and Spatial Database Engine are trademarks of Environmental Systems Research Institute, Inc.

B.4.3	ArcSDE 8	Price
	First ArcSDE 8 Enterprise Bundle	\$20,000
	Additional Server License Without Deliverables	\$10,000
	Additional Server License with Deliverables Without Server License	\$15,000
	ArcSDE 8 Enterprise Read and Write Server Connection License	\$1,000
	ArcSDE 8 Enterprise Read-Only Server Connection License	\$500
	ArcSDE 8 Extension Bundle	\$10,000
	Additional ArcSDE 8 Extension Bundle	\$10,000
	ArcSDE 8 Extension Read and Write Server Connection License	\$1,000
	ArcSDE 8 Extension Read-Only Server Connection License	\$500

B.5	ArcIMS™/ArcView and MapObjects IMS	Price
B.5.1	ArcIMS; No Commercial ASP Use Authorized with This License	
	ArcIMS Standard Edition Server/CPU License	\$7,500
	ArcIMS Standard Edition Additional CPU License	\$5,000
	ArcIMS Standard Edition Server/CPU Annual Maintenance	\$1,500
	ArcIMS Standard Edition Additional CPU Annual Maintenance	\$1,000
	ArcIMS Enterprise Edition Server/CPU License	\$12,500
	ArcIMS Enterprise Edition Additional CPU License	\$7,500
	ArcIMS Enterprise Edition Server/CPU Annual Maintenance	\$2,500
	ArcIMS Enterprise Edition Additional CPU Annual Maintenance	\$1,500
B.5.2	ArcView IMS and MapObjects IMS	Price
	MapObjects IMS or ArcView IMS with Internet Deployment License for One Server and First CPU	\$7,500
	MapObjects IMS or ArcView IMS Internet Deployment for Additional CPU on a Server Licensed for ArcView IMS or MapObjects IMS	\$5,000
	Annual Maintenance for MapObjects IMS or ArcView IMS First CPU	\$1,500
	Annual Maintenance for MapObjects IMS or ArcView IMS Additional CPU	\$1,000

B.6	Desktop Mapping Software	Price
B.6.1	PC ARC/INFO®, ArcCAD®, Data Automation Kit (DAK™)	
	PC ARC/INFO Single-User License	\$2,396
	PC ARC/INFO 4 Upgrade per License	\$295
	PC ARC/INFO Single-User License Maintenance	\$845
B.6.2	ArcCAD	Price
	ArcCAD Single-User License	\$495
	ArcCAD Upgrade	\$295
	ArcCAD Single-User License Maintenance	\$545
B.6.3	Atlas GIS™	Price
	Atlas GIS	\$636
	Upgrade to Atlas GIS 4	\$295
	Atlas GIS Maintenance	\$375

PC ARC/INFO and ArcCAD are trademarks of Environmental Systems Research Institute, Inc., registered in the United States and certain other countries; registration is pending in the European Community. ArcIMS, DAK, and Atlas GIS are trademarks of Environmental Systems Research Institute, Inc.

B.7	Business Applications Software	Price
B.7.1	ArcLogistics™ Route	
	ArcLogistics Route for Windows/Windows NT Single-User Licenses	\$7,196
	ArcLogistics Route Annual Maintenance	\$2,000
B.7.2	BusinessMAP®	Price
	BusinessMAP PRO Single-User License	\$121
	BusinessMAP PRO Corporate Edition License	\$450
B.7.3	RouteMAP™ IMS 1.x	Price
	RouteMAP IMS License First CPU per Server	\$2,396
	Additional CPUs per Server	\$396
	RouteMAP IMS Maintenance First CPU per Server	\$995
	Additional CPUs per Server	\$495
	NOTE: RouteMAP IMS only available through October 31, 2000, or as commercially available.	

B.8	Other Software	Price
B.8.1	NetEngine™	
	NetEngine Standard Developer Kit (Including 1 Developer Seat and 10 Deployment Licenses)	\$10,000
	NetEngine Internet Developer Kit (Including 1 Developer Seat and 1 Network Server)	\$6,000
	Additional Developer Seat	\$2,000
	Additional Network Server Deployment License (12 Months, One Server)	\$4,000
	NetEngine 10-Pak Deployment License	\$8,000
	NetEngine Annual Renewal (Internet Developer Kit or Deployment License)	\$1,000
	NetEngine Standard Developer Kit Upgrade 1.x to 1.2	\$1,500
	NetEngine Internet Developer Kit Upgrade 1.x to 1.2	\$1,000
	NetEngine Internet/Standard Developer Kit Annual Software Maintenance	\$2,000
	Additional Developer Seats Annual Software Maintenance (Each)	\$500
B.8.2	Maplex	Price
	Maplex First Single-User License	\$25,000
	Maplex Second-Single User License	\$18,750
	Maplex Third Single-User License	\$15,000
	Maplex Single-User License Annual Primary Maintenance	\$3,750
	Maplex Single-User License Annual Secondary Maintenance	\$1,500
B.8.3	Reserved	Price
B.8.4	ArcPad™	Price
	ArcPad SDK License	\$40,000
	ArcPad SDK Annual Maintenance (DSG Support)	\$7,500
	ArcPad Licenses Windows CE/95/98/NT	\$396
	ArcPad for Windows CE/95/98/NT Single-User License Support	\$295

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B.9	Software Media Kits and Hardware Keys	Price
	Additional Media Kits for ArcInfo or ArcSDE (on CD-ROM)	\$400
	Additional Windows/Windows NT Hardware Key	\$120

B.10	Educational Programs	Price
	University LAB KIT Pricing (See Additional LAB KIT License Terms in Article 11.)	
	ArcInfo Floating Seat LAB KIT	\$6,000
	Additional ArcInfo Floating Seat LAB KIT Licenses	\$1,500
	ArcInfo Node-Locked 3-Pak LAB KIT	\$7,000
	Additional ArcInfo Node-Locked 3-Pak LAB KIT	\$2,000
	ArcInfo Floating Seat LAB KIT Annual Maintenance	\$3,000
	Additional ArcInfo Floating Seat LAB KIT License Annual Maintenance	\$500
	ArcInfo Node-Locked 3-Pak LAB KIT Annual Maintenance	\$4,000
	Additional ArcInfo Node-Locked 3-Pak LAB KIT Annual Maintenance	\$1,000
	ArcFM Option LAB KIT—Primary	\$500
	ArcFM Option LAB KIT—Secondary	\$200
	ArcFM Option LAB KIT Maintenance—Primary	\$500
	ArcFM Option LAB KIT Maintenance—Secondary	\$200
	First PC ARC/INFO LAB KIT Single-User License (with Media and Documentation)	\$750
	Additional PC ARC/INFO LAB KIT Single-User License	\$200
	Additional PC ARC/INFO LAB KIT Single-User License (with Media and Documentation)	\$350
	PC ARC/INFO LAB KIT Annual Maintenance Fee	\$845
	First ArcCAD LAB KIT Single-User License	\$250
	Additional ArcCAD LAB KIT Single-User License	\$100
	Additional ArcCAD LAB KIT Single-User License (with Media and Documentation)	\$250
	ArcCAD Annual Maintenance Fee	\$545
	First ArcView GIS LAB KIT for Windows/Windows NT/Macintosh Single-User License	\$250
	Additional ArcView for Windows/Windows NT/Macintosh Single-User License (with Media and Documentation)	\$250
	ArcView GIS LAB KIT for Windows/Windows NT/Macintosh Annual Maintenance Fee	\$595
	First ArcView GIS LAB KIT or ArcView Spatial Analyst LAB KIT for UNIX Single-User License	\$350
	Additional ArcView GIS or ArcView Spatial Analyst LAB KIT for UNIX License	\$150
	Additional ArcView GIS or ArcView Spatial Analyst LAB KIT for UNIX License (with Media and Documentation)	\$300
	ArcView Spatial Analyst for UNIX LAB KIT Annual Maintenance Fee	\$1,349
	ArcView GIS for UNIX Annual Maintenance Fee	\$949
	First ArcView Network Analyst or ArcView Tracking Analyst or ArcView 3D Analyst for Windows LAB KIT Single-User License	\$250
	Additional ArcView Network Analyst or ArcView Tracking Analyst or ArcView 3D Analyst for Windows LAB KIT License	\$100
	Additional ArcView Network Analyst or ArcView Tracking Analyst or ArcView 3D Analyst for Windows LAB KIT License (with Media and Documentation)	\$250
	ArcView Network Analyst or ArcView Tracking Analyst or ArcView 3D Analyst for Windows Annual Maintenance Fee	\$645

	Price
First ArcView Network Analyst or ArcView Tracking Analyst or ArcView 3D Analyst for UNIX LAB KIT Single-User License	\$350
Additional ArcView Network Analyst or ArcView Tracking Analyst or ArcView 3D Analyst LAB KIT UNIX License	\$150
Additional ArcView Network Analyst or ArcView Tracking Analyst or ArcView 3D Analyst LAB KIT UNIX License (with Media and Documentation)	\$300
ArcView Network Analyst or ArcView Tracking Analyst for UNIX Annual Maintenance Fee	\$995
ArcView Spatial Analyst or ArcView 3D Analyst for UNIX Annual Maintenance Fee	\$1,349
First ArcView Image Analysis or ArcView Spatial Analyst LAB KIT Windows License	\$250
Additional ArcView Image Analysis or ArcView Spatial Analyst LAB KIT Windows License	\$100
Additional ArcView Image Analysis or ArcView Spatial Analyst LAB KIT Windows License (with Media and Documentation)	\$250
ArcView Spatial Analyst LAB KIT Upgrade 1 to 1.1 for Windows License (with Media and Documentation)	\$150
ArcView Image Analysis LAB KIT Upgrade 1.x to 2 for Windows License (with Media and Documentation)	\$99
ArcView Image Analysis or ArcView Spatial Analyst for Windows Annual Maintenance	\$1,095
First University Data Package LAB KIT or Data Automation LAB KIT License	\$250
Additional University Data Package LAB KIT or Data Automation LAB KIT License	\$100
Additional University Data Package LAB KIT or Data Automation LAB KIT License (with Media and Documentation)	\$250
Data Automation LAB KIT Annual Maintenance Fee	\$395
First MapObjects LAB KIT Single-User License	\$500
Additional MapObjects LAB KIT Single-User License	\$100
Additional MapObjects LAB KIT Single-User License (with Media and Documentation)	\$250
MapObjects Internet Deployment License LAB KIT—One (1) Server and MapObjects IMS Software	\$1,000
MapObjects Internet Deployment License LAB KIT for One (1) Server Annual Renewal Fee	\$1,000
ArcView GIS Upgrades	Price
ArcView GIS 3.2 LAB KIT for UNIX Upgrade for Version 3.1 License	\$99
3.2 Upgrade for Version 3 or 2.x for UNIX License	\$495
ArcView GIS 3.2 LAB KIT for Windows Upgrade for Version 3.1 License	\$149
3.2 Upgrade for Version 3 or 2.x for Windows License	\$395
ArcView Image Analysis LAB KIT 1 to 1.1 for Windows Upgrade License	\$99
ArcView Spatial Analyst LAB KIT 1.x to 2 for Windows Upgrade License	\$150
ArcView IMS Pricing	
ArcView IMS with One (1) Server Internet Deployment License for Universities	\$1,000
Additional Internet Deployment License per Server for Universities	\$1,000
Annual Renewal Fee	\$1,000
ArcIMS University Edition Pricing	
ArcIMS University Edition University License (ArcIMS Software and Internet Deployment License)	\$1,000
ArcIMS University Edition Annual Maintenance	\$1,000

	Price
ArcPress Pricing	
ArcPress for ArcView University License	\$250
NetEngine	
University Developer Kit	\$3,000
Annual Renewal Developer Kit	\$1,000
Additional University Network Server Deployment License for One (1) Server (12 Months)	\$1,000
Annual Renewal for Network Server Deployment License for One (1) Server	\$1,000
Additional University Developer License for One (1) Server—Boxed Copy	\$500
Additional University Developer License for One (1) Server—Right to Copy	\$250
Atlas GIS/StreetMap	
First Atlas GIS 4 LAB KIT Upgrade	\$295
Additional Atlas GIS 4 LAB KIT Upgrades	\$59
ArcView StreetMap Upgrade 1 to 1.1 per License Schools & Libraries	\$50
ESRI U.S. Street Database for Windows Educational License	\$95
Atlas GIS Annual Maintenance Fee	\$375
ArcLogistics Route	
Single-User LAB KIT License (with Media and Documentation)	\$1,000
Additional Single-User LAB KIT License (Without Media and Documentation)	\$600
Additional Single-User LAB KIT License (with Media and Documentation)	\$1,000
Annual Maintenance Fee	\$250
ArcView Business Analyst	
ArcView Business Analyst Single-User License for Universities	\$3,500
Five (5) Seat ArcView Business Analyst LAB KIT (Quantity 5)	\$15,000
Ten (10) Seat ArcView Business Analyst LAB KIT (Quantity 10)	\$29,000
Additional ArcView Business Analyst LAB KIT Seats	\$3,000
ArcView Business Analyst Maintenance	\$4,000
ArcView Business Analyst Extension Pak Maintenance	\$3,000
ArcPad	
ArcPad Educational Licenses	\$75
Virtual Campus Training per Course (Comprised of 4 to 7 Modules)	\$60

ESRI Virtual Campus Subscription University Pricing		Price
Annual Education Subscriptions/University Pricing	100 Seats	\$4,800
	500 Seats	\$20,000
	1,000 Seats	\$36,000
	2,000 Seats	\$52,000
	5,000 Seats	\$100,000
	10,000 Seats	\$180,000
Annual Training Subscriptions/University Pricing	100 Seats	\$4,800
	500 Seats	\$18,000
	1,000 Seats	\$32,000
	2,000 Seats	\$50,000
	5,000 Seats	\$90,000
	10,000 Seats	\$162,000

B.11	Reserved	Price
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B.12	Developer Software Support and Services	Price
B.12.1	ASAP Technical Support	
	ArcCAD, ArcView Network Analyst, or ArcView Tracking Analyst for Windows	\$295
	PC ARC/INFO or ArcView 3D Analyst for Windows or ArcView Spatial Analyst/ArcView Image Analysis for Windows	\$595
	ArcView 3D Analyst for UNIX or ArcView Spatial Analyst for UNIX	\$695
	ArcView Network Analyst for UNIX or ArcView Tracking Analyst for UNIX	\$495
	ArcView GIS for UNIX	\$549
	ArcView GIS for Windows or Macintosh	\$349
	Atlas GIS	\$225
B.12.2	Developer Support Program	Price
	MapObjects Developers, MapObjects IMS Developers, ArcView IMS Developers, ArcView GIS Developers, ArcIMS Developers Platinum Support	\$30,000
	MapObjects Developers Priority Support	\$995
	MapObjects/ArcView GIS Developers Pay-As-You-Go Support (per Incident)	\$80
	IMS Developers (MapObjects, ArcView GIS) Priority Support	\$1,095
	IMS Developers (MapObjects, ArcView GIS) Pay-As-You-Go Support (per Incident)	\$120
	ArcView GIS Developers (Avenue™, ARC GRID I/O API) Priority Support	\$795
	MapObjects LT Developers Priority Support	\$395
	MapObjects LT Pay-As-You-Go Support (per Incident)	\$60
	ArcIMS Developer Priority Support	\$1,495
	ArcIMS Developers Pay-As-You-Go Support (per Incident)	\$150
	ArcInfo Developers ARC Macro Language (AML™), open development environment (ODE), ArcSdl™ Platinum Support (Includes Upgrades for 15 Developer Licenses)	\$45,000

Avenue, AML, and ArcSdl are trademarks of Environmental Systems Research Institute, Inc.

		Price
	ArcInfo Developers AML, ODE, ArcSdI Priority Support (Includes Upgrades for 1 Developer License)	\$3,000
	NetEngine Developers Platinum Support (Includes Upgrades for 5 Developer Licenses)	\$30,000
	NetEngine Developer Priority Support (Includes Upgrades for 1 Developer License)	\$2,000
	SDE Developers Platinum Support (Includes Upgrades for 3 Developer Servers and 9 Developer Clients)	\$60,000
	SDE Developers Priority Support (Includes Upgrade for 1 Developer Server and 1 Developer Connection)	\$3,000
	ArcSDE Developers Platinum Support (Includes Upgrades for 3 Developer Servers and 9 Developer Clients)	\$60,000
	ArcSDE Developers Priority Support (Includes Upgrades for 1 Enterprise Server, 1 Coverage Server, and 5 Developer Connections) (for ArcSDE 8 Enterprise and Extension Bundles, Also)	\$3,600
	Additional ArcSDE 8 Extension Bundle Annual DSG Priority Support	\$2,100
	ArcSDE 8 Developers Priority Support Without Deliverables	\$1,500
	ArcSDE 8 Developers Priority Support with Deliverables, Without Server Connection Licenses	\$1,500
	ArcSDE 8 Enterprise Developers Priority Support Read-Only Server Connection	\$150
	ArcSDE 8 Enterprise Developers Priority Support Read/Write Server Connection	\$150
B.12.3	Complimentary User Conference Registration for Standard Maintenance	Quantity
	Primary Maintenance for ArcInfo Floating License	1
	Primary Maintenance for ArcInfo Node-Locked License	2
	First SDE Server License	1
	ArcSDE	1
	Maplex Maintenance	1
	ArcView GIS or Standard Maintenance—per Twenty-Five (25) Seats	1
B.12.4	Installation Services	Price
	Single Workstation Installation of ArcInfo and Extensions	\$2,500
	Multiple (Up to 5) Workstation Installations of ArcInfo and Extension at One Site ¹	\$3,500
	Training	
	Standard Training per Person per Day at ESRI Training Centers	\$400
	Standard Training per Instructor per Day at Client Site ²	\$2,750
	Nonstandard Training per Person per Day at ESRI Training Centers	\$450
	Nonstandard Training Course at Client Site (5 Days)	\$3,175
B.12.5	Virtual Campus	Price
	ESRI Virtual Campus Training Course Pricing (Comprised of 4 to 7 Modules)	
		1-9 Seats \$100
		10-24 Seats \$90
		25-49 Seats \$85
		50-99 Seats \$80
		100+ Seats \$75

NOTES

¹ For installations exceeding one (1) day on-site, there will be added fees to cover per diem costs.

² Client site training of two (2) days or less is subject to an additional \$500 fee for instructor travel and expenses.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 222-2317
Fax: (401) 222-6387
TDD: (401) 222-1228
Web Site: www.purchasing.state.ri.us

MPA NUMBER: 183-3-2894

Page 1

MASTER PRICE AGREEMENT
COMMODITY: SOFTWARE, GEOGRAPHIC INFORMATION SURVEY
EFFECTIVE PERIOD: 7/1/92 - 5/15/99

AMENDMENT # 6

**VENDOR: ENVIRONMENTAL SYSTEM
RESEARCH INSTITUTE INC.
380 NEW YORK STREET
REDLANDS, CA 92373**

**TELEPHONE #: 909-793-2853
EXT. 1998
FAX #: 909-793-5953**

BUYER: LINDA P. ROCHE/act  **TELEPHONE NUMBER: 401-222-2142 EXT. 118**

The subject Master Price Agreement is herewith amended and/or modified as follows:

- The agreement period has been modified.
The end date has been extended from 5/15/99 to 5/15/01.
New contract period 7/1/92 to 5/15/01.
- The list of items covered and/or authorized pricing for the items covered by the agreement has been modified; the items and/or prices authorized as of the date of the issuance of this amendment are as reflected in Attachment A, attached hereto.
- Other.

DATE ISSUED: May 21, 1999

APPROVED FOR THE STATE OF RHODE ISLAND:


Administrator, Purchasing Systems



Amendment No. 5
to
Master Purchase Agreement
between the
State of Rhode Island (State)
and
Environmental Systems Research Institute, Inc. (ESRI)
Contract No. 92P0211

The parties ratify the terms and conditions of the above Agreement, Amendments Nos. 1-4, and Supplements 1 and 2 through this Amendment and hereby mutually agree to the revised language as follows:

- Part 1—Contract Time Extension
- Part 2—ESRI New Products and Pricing
- Part 3—Additional License Terms—ArcFM Software

PART 1—CONTRACT TIME EXTENSION

The parties agree to extend this Agreement No. 92P0211 for an additional one (1) year period from the date of last signature of this Amendment No. 5 in accordance with Article 3 of the Master Purchase Agreement.

PART 2—ESRI NEW SOFTWARE PRODUCTS AND PRICING

Add the following new ESRI Software Products to the existing Agreement:

ArcSDE

License	License Fee (including 1st Year of Maintenance)	Annual Maintenance
ArcSDE (one SDE server, one SDE for Coverages server, and five connections)	\$8,750	\$3,750
Additional Server Connection Licenses	\$1,000 each	\$150 each

Notes:

1. ArcSDE is available to ARC/INFO users only.
2. The number of ArcSDE licenses cannot exceed the number of ARC/INFO licenses.
3. Volume discounts do not apply for ArcSDE.

ArcFM

License	Fee	Annual Maintenance
1st Single User Floating License*	\$6,000	\$900
Additional Single User Floating License	\$3,900	\$585
ArcFM Viewer	\$495	\$75

* Includes documentation and CD-ROM

Notes:

1. For any given user, the number of ArcFM licenses cannot exceed the number of ARC/INFO licenses.
2. ArcFM requires ARC/INFO Version 7.2.1 or greater, ARC NETWORK, and ARC COGO to run.
3. Fee includes one (1) year of complimentary telephone technical support or update support services.

ArcView BUSINESS ANALYST

ArcView Business Analyst will be offered at the following fees:

Quantity	ArcView Business Analyst	ArcView Business Analyst Extension Pack
1	\$9,596	\$7,444
2-5	\$7,996	\$5,844
6-20	\$7,196	\$5,044

ArcView Business Analyst Maintenance Annual Fee

Maintenance per License/Seat \$3,500.00

Notes:

- ESRI provides complimentary technical support for sixty (60) days.
- Program maintenance provides updates to data once a year.
- Technical support, data updates, or software updates are not available separately.
- Support and upgrades for ArcView GIS and Network Analyst are not included in the ArcView Business Analyst maintenance fees. It must be purchased separately.
- In order to receive technical support for ArcView Business Analyst, the user must currently have technical support for ArcView GIS and Network Analyst.

ArcView StreetMap Version 1.0

License Fee \$495.00

Notes:

- Available in Windows only.
- Technical Support is not available for this software.

ArcView StreetMap 2000

License Fee \$9,995.00

PART 3—ADDITIONAL LICENSE TERMS—ArcFM SOFTWARE

Add the following unique ArcFM software license terms to the existing agreement:

12.4 ArcFM Additional Terms

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. State may claim copyright ownership in the scripts developed by State using the respective macro and/or scripting programming language.

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.

Indemnity: ESRI and its third party licensor(s) shall not incur any liability resulting from, relating to, or arising out of a claim that any use of an application containing the LSPT (defined below) developed by State and if implemented in combination with other software, applications, hardware, or firmware, constitutes an infringement or contributory of a copyright, trademark, patent, or other proprietary right or a misappropriation of a trade secret of a third party: provided

however, if it is determined that the underlying LSPT is the cause of such infringement, then State shall not be responsible for indemnifying ESRI and its third party licensor(s).

Programming Tools Permitted Uses:

- Software includes Licensed Software Programming Tools (LSPT) containing ESRI proprietary information in the form of source code and object code that may be used and implemented in applications provided that any user agrees in writing that any such use shall be solely for the benefit of State.
- State may use the LSPT solely to create applications that will operate in conjunction with computer software programs developed or licensed by ESRI.
- State may use LSPT or Software for Internet access provided that the source and object codes are not accessible to users of the application, and that the applicable fees are paid.

Uses Not Permitted:

- State shall not use the LSPT for commercial network services or interactive cable or remote processing services.
- State shall not fail to use all practical means, contractual and technical, to prevent any in-house user (including network users) from using any portions of the Software, and any extension thereof, separately from State's application.
- State shall not remove or obscure any copyright, trademark, or proprietary notices or symbols of ESRI or its third party Licensor(s) within the Software.

Limited Warranty: ESRI warrants that the media upon which the Software, Data, and Related Materials are provided will be free from defects in materials and workmanship under normal use and service for a period of sixty (60) days from the date of receipt. ESRI and third party licensor(s) do not warrant that the Data will meet State's needs or expectations, that the use of the Data will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and the respective third party licensor(s) are not inviting reliance on these Data, and State should always verify actual map data and information. The Data contained in this package are subject to change without notice.

ESRI does not warrant that ESRI Software will run properly on all hardware, that ESRI Software will meet the requirements of State or Sublicensees or operate in the combinations that may be selected for use by State or the Sublicensees, that the operation of ESRI Software will be uninterrupted or error free, or that all errors found in ESRI Software will be corrected. Preproduction releases of ESRI Software and computer-based training products are distributed "As Is" and are not warranted.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, THE SOFTWARE, DATA, AND RELATED MATERIALS CONTAINED THEREIN ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ESRI AND ITS LICENSOR(S) DO NOT WARRANT THAT THE OPERATION OF THE SOFTWARE, DATA, AND RELATED MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE.

The remaining terms and conditions of Agreement No. 92P0211 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 to Agreement No. 92P0211 on the day written below.

STATE OF RHODE ISLAND
"State"

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
"ESRI"

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, THE SOFTWARE, DATA, AND RELATED MATERIALS CONTAINED THEREIN ARE PROVIDED "AS IS." WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ESRI AND ITS LICENSOR(S) DO NOT WARRANT THAT THE OPERATION OF THE SOFTWARE, DATA, AND RELATED MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE.

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"State"

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
"ESRI"

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

OFFICE (401) 277-2317
FAX (401) 277-6387
TDD # (401) 277-1228

MPA NUMBER: 183-3-2894

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MASTER PRICE AGREEMENT
COMMODITY: SOFTWARE, GEOGRAPHIC INFORMATION SYSTEM
EFFECTIVE PERIOD: 7/1/92 - 5/15/97

AMENDMENT #5

VENDOR: ENVIRONMENTAL SYSTEM
RESEARCH INSTITUTE INC.
380 NEW YORK ST.
REDLANDS, CA 92373-8108

TELEPHONE#: (909) 793-2853
EXT: 1998
FAX#: (909) 793-5953

BUYER: LINDA ROCHE/sq

TELEPHONE NUMBER: (401) 277-2142 EXT. 118

The subject Master Price Agreement is herewith amended and/or modified as follows:

- The agreement period has been modified.
The end date has been extended from 5/15/97 to 5/15/99.
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- The list of items covered and/or authorized pricing for the items covered by the agreement has been modified; the items and/or prices authorized as of the date of the issuance of this amendment are as reflected in Attachment A, attached hereto.
- Other.

DATE ISSUED: MAY 6, 1997

APPROVED FOR THE STATE OF RHODE ISLAND:

Stephen A. Vieira
Administrator, Purchasing Systems