BROKEN ARROW PUBLIC SCHOOLS

Educating Today   *Leading Tomorrow*

Contract Committee Review Request
MUST BE COMPLETED IN FULL   Date: 04/09/2024

Contract/Agreement Vendor: **Environmental Systems Research Institute, Inc & Sinai Quintana**
Name of Vendor & Contact Person

squintana@esri.com
Vendor Email Address

Technology

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase , any titles, and details for the Board of Education to review.

District
Reason/Audience to benefit

05/06/2024   **$ 2,500.00**
BOE Date   Amount of agreement

Person Submitting Contract/Agreement for Review: **Bridget Powell**

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING **BEFORE** SENDING TO BOARD CLERK

Principal **&/or** Director or Administrator: _____

Does this Contract/Agreement utilize technology? (YES)/NO
If yes, Technology Admin: _____

Cabinet Team Member: _____

Funding Source: **11**   **163-2230-653-000-0000-000-030**
              Fund/Project   OCAS Coding

☐ **Consent**

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Environmental Systems Research Institute, Inc (Esri), providing Educational Administrative Use Departmental Small Single Use Annual Subscription for Geographic Information System mapping for the District. Term of subscription is one year, 07/01/2024-06/30/2025 and the cost to the District is $2,500 paid from general fund.
B.Powell

■ **Action**

Summary   *This area must be complete with full explanation of contract*

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date:	04/01/2024
To:	Spencer Mackenzie
Organization:	Broken Arrow Public Schools
	Transportation Dept
Fax #:	**Phone #:** 918-259-4550

From:	Sinai Quintana
Fax #:	**Phone #:** + 19093692523 Ext. 2523
Email:	squintana@esri.com

Number of pages transmitted
(including this cover sheet): 3

Quotation #26204625
Document Date: 04/01/2024

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
http://www.esri.com/apps/products/maintenance/qualifying.cfm

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
http://www.esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

esri®
380 New York Street
Redlands, CA 92373
Phone: + 190936925232523

Quotation

Date: 04/01/2024   **Quotation Number: 26204625**

Broken Arrow Public Schools
Transportation Dept
701 S Main St
Broken Arrow OK   74012-5528
Attn: Spencer Mackenzie
Email: smackenzie@baschools.org
Phone: 918-259-4550
Customer Number: 604797

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Sinai Quintana
**Please include the following remittance address
on your Purchase Order:**
Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	157568 Educational Administrative Use Departmental Small Single Use Annual Subscription Start Date: 07/01/2024 End Date: 06/30/2025 Subscription ID: 4590743691	2,500.00	2,500.00

Item Subtotal		2,500.00
Estimated Tax		0.00
Total	**USD**	**2,500.00**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at https://go.esri.com/maintenance
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.

esri®
380 New York Street
Redlands, CA 92373
Phone: + 190936925232523

Date: 04/01/2024   **Quotation No:** 26204625   **Customer No:** 604797

Item	Qty	Material#		Unit Price	Extended Price

Renew online by using a credit card, purchase order, or by requesting an invoice at
https://www.esri.com/en-us/quote-order/renew.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at
http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at
http://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.

USD_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

_____   _____
Signature of Authorized Representative   Date

_____   _____
Name (Please Print)   Title

Product-Specific Terms of Use

The following list identifies additional terms of use that apply to specific Products. Each Product listing identifies one or more footnotes that apply to that Product. These footnotes supplement the terms of this Agreement. The definitions for each footnote follow the list. Unless otherwise noted in the applicable Ordering Document, extensions to a Product follow the same scope of use as that granted for the corresponding Product. Retired Products are subject to the Product-Specific Terms of Use in effect at the time of such Product's retirement date. In addition to the definitions within the Master Agreement, the following definitions will apply to the Product-Specific Terms of Use:

- Authentication means using any Esri provided mechanism that enables access to ArcGIS Platform location services. See Security and Authentication documentation (https://developers.arcgis.com/documentation/mapping-apis-and-services/security/) for current list of Authentication mechanisms).

Desktop Products
- ArcGIS Desktop (Advanced, Standard, or Basic) (26)
- ArcGIS Earth (20 65)
- ArcGIS Explorer Desktop (20)
- ArcGIS for AutoCAD (20)
- ArcGIS Pro (26)
- ArcReader (20)
- ArcGIS for Personal Use (3 26)

Server Products
- ArcGIS Enterprise
  - Standard or Advanced (17 21 23 31)
  - Workgroup Standard or Advanced (21 23 26 28 29 30)
  - ArcGIS GIS Server (Standard or Advanced) (31)
  - ArcGIS GIS Server Basic (31 39)
  - ArcGIS GIS Server Workgroup (Standard or Advanced) (26 28 29 30)
  - ArcGIS GIS Server Workgroup Basic (26 39)
  - ArcGIS Maritime (2)
- ArcGIS Enterprise Optional Capability Servers:
  - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, ArcGIS Notebook Server Standard, ArcGIS Mission Server, ArcGIS Workflow Manager Server (Advanced or Standard), and ArcGIS Knowledge (31)
- ArcGIS Enterprise Workgroup Optional Capability Servers:
  - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, ArcGIS Notebook Server Standard, ArcGIS Mission Server, and ArcGIS Workflow Manager Server (Advanced or Standard) (4)
- ArcGIS Business Analyst Enterprise (17 21 23 31)
- ArcGIS World Geocoder Basic (67)

Developer Products
- ArcGIS Developer Subscription
  - All Plans (16 66 68 78 89 91 97 103 109)
  - Builder, Professional, Premium, or Enterprise Plans (24 26 77 92)
  - Essentials Plan (90)
  - ArcGIS AppStudio Developer Edition (11 16 19)
  - ArcGIS Runtime SDK for Android, iOS, Java, macOS, .NET, or Qt (16 19)
  - ArcGIS Engine Developer Kit and Extensions (16 19 22 26)
  - ArcGIS API for JavaScript (16 63 64)
  - ArcGIS CityEngine SDK and Procedural Runtime (105 19)
  - ArcGIS Maps SDK for Unity, or Unreal Engine (16 62 64)
  - ArcGIS Maps SDK for Java, Kotlin, .NET, Qt, or Swift (16 19)
  - ArcGIS Maps SDK for JavaScript (16 63 64)

- ArcGIS Runtime Deployment License for Android, iOS, Java, Kotlin, macOS, .NET, Qt, or Swift
  - Lite (15 62 64)
  - Basic or Standard (1 14 15 18)
  - Advanced (14 15 18)
- ArcGIS Engine Deployment License for Windows/Linux and Extensions (15 22 26)
- Esri File Geodatabase API (47)

Mobile
- ArcGIS Navigator (14)

Other
- ArcGIS Hub (85)
- ArcGIS Indoors (86)
- ArcGIS Indoors Maps (99 100 101)
- ArcGIS Indoors Spaces (100 101)
- ArcGIS IPS(100 101)
- ArcGIS Insights (17)
- ArcGIS Survey123 (107 108)
- Site Scan for ArcGIS Operator license (32 33)
- ArcGIS GeoAnalytics Engine
  - Connected, Additional Core-Hours Plans (27 103)
  - Disconnected Plan (27 102)

Online Services
- ArcGIS Online subscriptions are available through multiple Selling Programs:
  - Commercial Retail, EAs and Government Programs (23 66 68 69 70 77 82 96 103 106)
  - Education Programs (23 66 68 69 70 71 82 96 103 106)
  - Non-profit Programs (23 66 68 69 70 71 82 96 103 106)
- Public Plan (66 68 74 75 76 80 106)
  Customers under the following categories have these additional rights:
  - Commercial Retail (72)
  - enterprise agreements (72)
  - Government (72)
  - NGO/NPO (72)
  - Press/Media Programs (72)
  - Education Programs (71)
- ArcGIS AEC Project Delivery Subscription (83)
- ArcGIS Velocity (103)
- ArcGIS Image Dedicated—Pro Machine (103 104)

Footnotes:
  1. May not be used to edit an enterprise geodatabase via Direct Connect.
  2. Not for use in navigation.
  3. Licensed for personal, noncommercial use only.
  4. – Limited to 1 four-core server.
     – Can be installed on a separate machine.
5–10. Reserved.
  11. Applications built with ArcGIS AppStudio Developer Edition are subject to the terms of use for ArcGIS Runtime Deployment License.
  12. Reserved.
  13. Reserved.
  14. May be used for navigational purposes.
  15. Licensed as a Deployment License.
  16. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users or third parties to use anywhere not prohibited under applicable export regulations.

17. Customer shall not redistribute Oracle Instant Client libraries or their documentation that is included with this Product. Oracle is a third-party beneficiary of this Agreement solely with respect to Customer's use of the Oracle Instant Client libraries. The Uniform Computer Information Transaction Act (UCITA) shall not apply to Customer's use of the Oracle Instant Client libraries.

18. When using a license string as the license enablement technology a Deployment License is required per Value-Added Application per user per device.

19. License may not be used to develop Internet or server-based Value-Added Applications.

20. Licensed as a Redistribution License.

21. See Master Agreement https://www.esri.com/en-us/legal/terms/full-master-agreement for additional terms of use for Named User Licenses.

22. a. An end user must acquire a license in either ArcGIS Engine for Windows/Linux Software or other ArcGIS Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on 1 computer and

    b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on 1 computer for use only by that end user.

23. System to System Communication

    a. Customer may use a basic service login to enable one-way, read-only, system-to-system communications from ArcGIS Enterprise or ArcGIS Online to other third-party, enterprise business system(s) in the customer's organization. Customer may use a Viewer Named User Credential or Level 1 Named User Credential as a basic service login until Esri implements an actual service login credential. A specific Viewer Named User Credential or Level 1 Named User Credential used as a basic service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.

    b. Customer may use a standard service login to enable two-way, read-write, system-to-system communications between ArcGIS Enterprise or ArcGIS Online and other third-party, enterprise business system(s) in the customer's organization. Customer may use an Editor (or higher) Named User Credential or Level 2 Named User Credential as a standard service login until Esri implements an actual service login credential. A specific Editor (or higher) Named User Credential or Level 2 Named User Credential used as a standard service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.

24. Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Customer may use Value-Added Applications and map caches with ArcGIS Enterprise Staging Server Licenses and Deployment Server Licenses. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with Builder or higher plan subscriptions all other Software is licensed as a Single Use License.

25. Reserved.

26. The geodatabase is restricted to 10 gigabytes of Customer's data.

27. May not be used to generate revenue by providing services to third parties.

28. Use is limited to 10 concurrent end users of applications other than ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup geodatabase. There are no limitations on the number of connections from web applications.

29. Software requires a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.

30. Use is restricted to a maximum of 10 gigabytes of Customer's data. All components must be installed on a single server.

31. Includes a Failover License.

32. The use of this Software does not include a pilot's license (e.g., FAA, EASA, etc.) to operate a drone.

33. Customer may only use online storage provided with this Software to store Customer Content collected or processed through this Software.

34–38. Reserved.

39. Any editing functionality included with ArcGIS GIS Server is not permitted for use with ArcGIS GIS Server Basic and ArcGIS GIS Server Workgroup Basic.

40–46. Reserved.

47. Customer may develop and distribute alue-Added Applications that use Esri File Geodatabase API to Customer's end users.

48–61. Reserved.

62. alue-Added Applications must be used in conjunction with other Esri Products.

63. alue-Added Application for web deployment must be used in conjunction with other Esri Products.

64. Third-party technologies may be used in conjunction with alue-Added Applications as long as the alue-Added Applications are always used in conjunction with other Esri Product(s).

65. May only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Products.

66. Only Customers with an active paid Online Services subscription may store geocoded results generated by orld Geocoding Service.

67. Limited to 250,000,000 geocodes per annual subscription.

68. Customer may use the data accessible through Infographics Service for display purposes only and may not save any data accessible through this service.

69. May be used for any business purpose of Customer's organization.

70. May be used for development and test purposes for Customer's organization.

71. May be used for teaching purposes in educational organizations.

72. May be used for the internal business purposes of Customer's organization.

73. Reserved.

74. May be used for personal use.

75. Customer may enable third-party use of alue-Added Applications only by publicly sharing the alue-Added Application(s) using Sharing Tools. Customer may not use this subscription to power a alue-Added Application for its own internal business use unless Customer is an educational institution using the alue-Added Application for teaching purposes only, a qualified NGO/NPO organization, or a media or press organization.

76. Customer is not permitted to create private groups or participate in any private groups.

77. Customer may distribute alue-Added Applications to third parties for a fee that are solely enabled through third parties ArcGIS Online or ArcGIS Enterprise Named User licenses.

78. Includes a Commercial App Deployment license.

79. Reserved.

80. May permit registered students of an education institution to directly access the Online Services and share a single subscription between more than 1 registered student for teaching purposes only.

81. Reserved.

82. A Named User may embed its Named User Credential in an ArcGIS API for Python script solely for the purpose of automating a workflow to be used exclusively by the Named User whose Named User Credential is embedded in the script.

83. Customer must use a separate AEC Project Delivery Subscription for each Customer client (Client). Customer may (i) use the AEC Project Delivery Subscription solely to collaborate on project work with its Client and (ii) provide Client with Named User access to the AEC Project Delivery Subscription to enable Client to access the AEC Project Delivery Subscription to collaborate on project work that Customer performs for Client. Client may not use the Named User License for any other purpose. Customer is solely responsible for Client's compliance with these terms of use and will ensure that Client stops using the AEC Project Delivery Subscription when the project ends.

84. Reserved.

85. Software licenses and subscriptions included with ArcGIS ub may only be used to support the community initiatives enabled by ArcGIS ub. Customer may allow 3rd parties to be Named Users of ArcGIS ub for the sole purpose of engaging in community activities. Customers may allow employees, agents, consultants, or contractors to be Named Users of ArcGIS ub for the sole purpose of administering, configuring, maintaining, and supporting community initiatives through ArcGIS ub. No other use of software licenses and subscriptions included with ArcGIS ub is permitted.

86. Customer may use the software licenses and subscriptions included with ArcGIS Indoors solely to enable the capabilities of ArcGIS Indoors as defined in the ArcGIS Indoors Documentation. No other use of software licenses and subscriptions included with ArcGIS Indoors is permitted.

87. Reserved.

88. Reserved.

89. Customer may distribute directly, or through its sales channels, revenue-generating Value-Added Applications, that access ArcGIS Platform location services through Authentication, to third parties. All revenue-generating Value-Added Applications are required to use Authentication when accessing ArcGIS Platform location services.

90. Customer may have multiple subscriptions within their organization for development and test purposes. Customer may only use one subscription within their organization for use with deployed Value-Added Applications.

91. Application migration—a developer who has Value-Added Applications built with:
    a. The client APIs (including JavaScript 4.x and Runtime SDKs (any version), REST, Esri's open source mapping libraries, supported 3rd party open source mapping libraries) is required to use the ArcGIS Platform location services in their applications by April 30, 2022.
    b. The JavaScript 3.x API is required to use the ArcGIS Platform location services in their applications by December 31, 2022.

92. Customer is only permitted to create private groups or participate in private groups within the development and test ArcGIS Online Organization Subscription included with the ArcGIS Developer Subscription.

93. Reserved.

94. Reserved.

95. Reserved.

96. Customer may use ArcGIS Image services for interactive, non-programmatic access by Named Users only. Programmatic use of the ArcGIS Image services (e.g., batch classification, deep learning, etc., or exporting volumes of data larger than 10MB at a time) are not permitted.

97. Customer's end users who are prompted for an API key for use with a third party's Value-Added Application must generate such API keys through an ArcGIS Developer Subscription. API keys generated through an ArcGIS Online account are not permitted in this scenario.

98. Reserved.

99. The user types included with ArcGIS Indoors Maps are licensed solely for use to enable the capabilities as defined in the product documentation for ArcGIS Indoors Maps, ArcGIS Indoors Spaces, and ArcGIS IPS.

100. Customer may only use ArcGIS Indoors user types for use with Value-Added Applications created specifically to work with ArcGIS Indoors Maps, Spaces, and ArcGIS IPS.

101. An ArcGIS Indoors Spaces license is required to use either Workspace Reservations or Space Planner.

102. Each Disconnected Plan is limited to one production cluster.

103. May include Online Services or Software capabilities, utilized through a consumption-based model as described in the Ordering Document or Documentation. Online Services and Software capabilities have different units of consumption associated with them (examples of which include ArcGIS Online credits, core hours, or capacity). For Esri Offerings that enable access to Online Services or Software capabilities through an allocated or pre-paid units of consumption model, use of the consumption-based Online Services or Software capabilities reduce the number of allocated or pre-paid units of consumption that could be applied to the use of the Online Services or Software. Esri will provide Customer with advance notification when Customer's allocated or pre-paid units of consumption nears exhaustion. Esri reserves the right to restrict or suspend Customer's access to the applicable consumption-based capabilities of Online Services or Software when consumption reaches 100 percent of the total allocated or pre-paid amount. Customer may purchase additional units as needed to enable the continued use of the applicable consumption-based Online Services or Software capabilities. If Customer does not purchase additional units, Customer risks continuing to incur charges for continued storage of Customer Content in ArcGIS Online. Certain Online Services or Software allow Customer to enable overages for consumption-based capabilities. If overages are enabled by Customer, Esri will invoice monthly in arrears, or charge a credit card on file, and Customer is responsible for paying fees incurred at the then-current rate. Esri reserves the right to restrict or suspend Customer's access to the applicable consumption-based Online Services or Software capabilities if Customer has a past due amount. Esri will promptly restore Customer's access to the applicable consumption-based capabilities once Customer pays the past due amount and funds access to the consumption-based capabilities.

104. ArcGIS Cloud Store connection files (ASC files) pre-installed on virtual Pro Machines may not be copied or otherwise transferred to any other device.

105. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use anywhere not prohibited under applicable export regulations.
106. Customer may not exceed 500 GB feature data store using Standard Feature Data Store. Customer may not exceed the storage limit enabled for their subscription.
107. May include image detection or obfuscation capabilities. Customer must review outputs and manually adjust any information that might be missed by the technology.
108. Customer must opt-in to access and use Artificial Intelligence (AI) capabilities, which are available through third-party APIs and offered subject to the third-party terms and privacy policies.
109. Basemap Styles are for use only with ArcGIS Platform Basemap Services.