

May 31, 2022

Joe Fleischmann
GIS Coordinator
Sauk County Land Information/GIS
West Square Building Room 122
505 Broadway St., Baraboo WI, 53913

Hi Joe,

Thank you for your interest in our GIS services to assist your ArcGIS Enterprise Upgrade. We have included a scope of work and pricing for the upgrade, along with Axim Geospatial's company history.

Why Select the Axim Team?

- **Our approach will meet and exceed your needs**, with advanced quality control procedures and our emphasis on education and knowledge transfer to ensure success. Axim is known for helping clients leverage the most value from their system to meet both short-term and long-term goals and budgets.
- **Personalized Service** – Axim is known for our unmatched, personalized level of service across the country. We take an adaptive approach and understand the importance of your objectives. By working closely together, we will turn this project into a huge success story for your team and its customers.
- **Premier GIS Service Provider** – Axim has been providing premier GIS services for over 30 years. Unlike many A/E firms, our core business is everything GIS. We were one of the first services partners to earn Platinum business partner status and hold numerous specialty designations. Our commitment to staying current with GIS will only benefit your organization with unmatched GIS services.

If you would like additional information, please do not hesitate to contact me. We look forward to the opportunity to work with you for the successful accomplishment of this contract.

Sincerely,

Matthew Pujalte

Matthew Pujalte
Account Executive – Mid Market
Axim Geospatial
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Company background

Axim Geospatial, LLC's (Axim) mission is to use our geospatial expertise to provide clarity and solutions to help our customers solve the world's national security, infrastructure, and environmental problems. We are the largest singular provider of end-to-end geospatial services and solutions in the U.S serving the communities in which we live.

Axim's core competencies include big data services, geomatics, business solutions, cloud services, infrastructure security, analytics and professional services. Customers include national, state, and local government, defense and intelligence, infrastructure, utilities, energy, commercial and environmental customers.

Axim was launched in January of 2022 as a rebranding effort of parent company Continental Mapping Consultants, LLC (DUNS: 104640516/CAGE: 1NY88) and its two subsidiaries; GISinc (DUNS: 826706848/CAGE: 1FQD9) and TSG Solutions (DUNS: 066062956/CAGE: 1WMD3). Although a new entity by name, Axim brings over 30 years of corporate experience given that the previous companies were founded in 1991, 1999 and 2001 respectively.

Axim has 260+ US-based staff and has completed over 10,000 geospatial projects including mapping projects on all seven continents and in over 180 countries.

Project Approach

Axim Geospatial understands that Sauk County has an ArcGIS Enterprise system running 10.5.1 and wants to upgrade to 10.9.1 in the upcoming fiscal year. The existing production environment is comprised of three VMs running ArcGIS Enterprise as well as one VM with the database server.

Described here is Axim Geospatial's expected process for performing the ArcGIS Enterprise upgrade from 10.5.1 to 10.9.1.

Software Upgrade

Axim Geospatial will first review the present technical architecture with Sauk County GIS technical staff to understand the components and determine a more refined implementation plan. With this plan in place, Axim Geospatial will work with the County IT department to secure proper remote access and administrative privileges as needed to install and configure the software. Four new VMs will be provided by the County for the new ArcGIS enterprise install. The installation process will include the following:

- Architecture Design Review meeting
- Upgrade Plan Development and Architecture Diagram Development
- ArcGIS Enterprise backup and database backup snapshot
- New install of the Production environment to ArcGIS Enterprise 10.9.1 on four VMs
 - VM 1: Web Adaptors, Portal, DataStore
 - VM 2: ArcGIS Server
 - VM 3: Image Server Role

- VM 4: EGDB on SQL Server Provided by County
- Up to 32 hours of additional support which can be used for things like:
 - Content migration support
 - Enterprise geodatabase upgrade
 - Portal administration guidance
 - Data store knowledge transfer
 - Others as needed

Deployment & Testing

As we proceed, and in conjunction with Sauk County staff, Axim Geospatial will conduct testing during the upgrade to ensure all aspects of the upgrade are working correctly. Once the upgrade is complete, the Axim Geospatial team, again with Sauk County support, will validate that ArcGIS Enterprise works as expected, including database access, Server, Portal, Data Store, and the Web Adaptor.

Best Practices Documentation

As part of the additional 32 hours of support, Axim Geospatial can provide guidance on best practices and knowledge transfer for the ArcGIS Enterprise components (Server, Portal, Data Store, Web Adaptor) throughout the lifecycle of the project. Axim Geospatial can coordinate with Sauk County to provide context-based knowledge transfer via shadowing throughout the process, again using the additional support hours. Should additional knowledge transfer be requested post upgrade, this can be accessed through one of our Support Block options. High level documentation will be provided for the following:

- Architecture Design Documentation
- Upgrade & Migration Documentation

Project Duration

Axim Geospatial estimates a 2 to 3-week project timeline once project kickoff for this proposed project approach. During project kickoff, Axim Geospatial will coordinate with Sauk County to update the project timeline based on schedules and availability, with primary upgrade tasking to be scheduled to reduce outage time and impact.

Assumptions

- All work will be completed remotely.
- Sauk County will have the capacity to respond to and support the delivery of solutions.
- County will provide all software, hardware, and licenses for all aspects of the project.
- Sauk County currently has ArcGIS 10.5.1 fully operational and hardware specifications will support a 10.9.1 upgrade.
- Sauk County will make no configuration changes during this project without discussion with Axim Geospatial.
- A SQL Server upgrade will be provided by the county and available for Axim Geospatial for ArcGIS Enterprise configuration.
- Axim Geospatial is not responsible for any 3rd party systems during this ArcGIS Enterprise upgrade.
- Axim Geospatial will not be creating any new services or content as part of this upgrade unless requested as part of the 32 hours of additional support.
- Axim Geospatial will not be responsible for any data cleanup, creation, or generation unless requested as part of the 32 hours of additional support.

Pricing/Fees

Axim Geospatial is proposing a firm, fixed price of **\$19,500** to complete the scoped items detailed above for the ArcGIS Enterprise Upgrade.

You may indicate your acceptance by selecting the corresponding services below and providing the signature of an authorized personnel from Sauk County, WI.

Sauk County, WI

Signature: _____

Name: _____

Title: _____

Date: _____

Quotation Terms and Conditions

This confidential quotation is valid for thirty (30) days unless otherwise stated and does not include shipping or tax unless otherwise stated. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Axim Geospatial. (Axim).

Standard Terms and Conditions

These standard terms and conditions ("Terms and Conditions") apply to any proposal, quotation and the resultant agreement relating to products and services sold by Axim Geospatial (herein after, "Axim") to a customer ("Customer"). These Terms and Conditions, together with the proposal, quotation and contract, including any statement of work, herein SOW, shall constitute the entire agreement ("Agreement") between the parties.

These Terms and Conditions are governed by the terms of the applicable License Agreement for any incorporated software ("License Agreement"). Capitalized terms used and not otherwise defined herein shall have the respective meaning set forth in the License Agreement.

1. GENERAL PROVISIONS.

This proposal including the SOW and all Terms and Conditions set forth herein, constitutes the entire agreement between Axim and Customer. The Terms and Conditions of the proposal shall govern and control the terms of any purchase order or purchase confirmation form from the Customer. Customer acknowledges that Axim has not authorized any of its sales agents or representatives to make any representations, warranties or agreements on behalf of, or to bind Axim in any way. This confidential proposal is valid for thirty (30) days and unless otherwise stated.

2. SCOPE OF SERVICES.

During the term of the Agreement, Axim shall furnish the services in accordance with the SOW set forth in the proposal.

3. WORK PERFORMANCE.

Axim agrees that all work performed hereunder shall be performed on a best effort basis by Axim's staff having an appropriate experience and skill level, and in compliance with the SOW.

4. TAXES.

Unless this Agreement specifies otherwise, the price included in the proposal does not include, and Customer is liable for and shall pay, all taxes, impositions, charges, and exactions imposed on or measured by this Agreement. Prices shall not include any taxes, impositions, charges, or exactions for which Customer has furnished a valid exemption certificate or evidence of exemption.

5. CHANGES.

No changes, modification, amendment shall be binding upon Axim unless otherwise agreed to in writing. Customer's authorized representative may in writing, direct changes within the general scope of the Agreement. If such change increases or decreases the cost or time required to perform this Agreement, Customer and Axim shall negotiate an equitable adjustment in the price and schedule to reflect the appropriate change. Axim shall adjust the proposal to reflect the change. Customer shall modify any purchase order or confirmation form and reissue to Axim accordingly.

6. INVOICE AND PAYMENT.

Customer shall pay Axim within thirty (30) days after receipt of invoice or as per the terms indicated in the proposal. Axim will bill Customer monthly for all travel expenses and labor costs based on hours worked.

7. CANCELLATION.

Customer shall provide thirty (30) days written notice to Axim prior to canceling an order. Customer will compensate Axim for all authorized services satisfactorily performed through the cancellation date under the payment terms in section 6 of these Terms and Conditions.

8. ASSIGNMENT.

Neither party shall assign any of its rights or interest in this Agreement or subcontract all or substantially all of its performance of this Agreement without the other party's prior written consent.

9. INDEMNITY.

The parties shall indemnify and hold harmless the other, its officers and employees from and against damages, claims liabilities, fines, penalties and expenses (to include reasonable attorney's fees) due to its negligent acts, willful misconduct, errors or omissions of any Axim employee during the performance of its obligations hereunder that arise out of (1) injuries or death to persons or damage to property, (2) services and/or deliverables agreed to under this order (3) violation of any federal, state, county or municipal laws. Axim's total liability to Customer for any reason shall not exceed the total amount paid to Axim by Customer for the services provided under this Agreement.

Axim's duty to defend and hold harmless Customer shall not apply to any liability claim for damages or injuries arising from or as a result of the negligence of Customer or employees / agents of Customer.

Axim shall have no liability for any claim of infringement to the extent based on (1) the use of a superseded or altered version of any Axim provided product or framework or (2) the combination, operation or use of the Axim provided product with software, hardware or other materials not furnished or authorized to be used by Axim.

To the extent permitted by law, in no event shall either party be liable to the other for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages of any kind.

10. WARRANTY.

Axim warrants that it will perform the services in good faith and in conformance with professional industry standards. All Axim employees, that work on the project, shall have the knowledge, education, training, skills and experience of the subject matter to which they will be performing services.

Axim warrants the completed application against bugs and defects for a period of 30 days after acceptance. Ongoing support, functional enhancements, or performance issues caused by a change in the customer's IT environment are not included in the warranty. Coverage for these items will require a separate agreement.

11. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, AXIM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS), EVEN IF THE CUSTOMER HAS BEEN ADVISED, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. AXIM'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR PURSUANT TO ANY SOW (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES RECEIVED BY AXIM FROM CUSTOMER PURSUANT TO THE APPLICABLE SOW UNDER WHICH THE ALLEGED LIABILITY AROSE.

12. FORCE MAJEURE.

Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or

transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.

13. SERVERABILITY.

If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.

14. GENERAL SERVICES ADMINISTRATION SCHEDULE.

As indicated in the proposal, if applicable, this Agreement incorporates and shall be governed by the terms of a General Services Administration (GSA) Schedule entered by Axim and the U.S. Government. Axim's GSA Schedule number: GS-35F-682R.

15. GOVERNING LAW.

This Agreement and any disputes arising out of, or relating to, this Agreement shall be governed by the laws of the State of Wisconsin without regard to the conflict of law rules thereof, provided that (i) contract provisions that have been incorporated directly from or by express reference to the Federal Acquisition Regulations ("FAR"), FAR supplements or GSA schedule terms, (ii) contract provisions that have been flowed down from a contract with the U.S. Government, and (iii) the Changes and Termination for Convenience articles, shall be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government.

16. DISPUTE RESOLUTION.

Customer and Axim shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. Any claim that is not resolved by negotiation within thirty (30) days of notification shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The hearing locale will be held in the AAA office closest to Axim corporate headquarters.

17. OTHER.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Wisconsin without regard to conflicts of laws provisions thereof.

Both Axim and Customer will comply with all laws applicable to the Agreement.

All notices given under the Agreement will be effective when received in writing. Notices to the Customer and Axim will be sent to the address provided in the proposal.

Changes to the Agreement must be in writing and must be signed by both parties.

18. COMPLETE AGREEMENT.

Customer acknowledges it has read the Agreement, understands it and agrees to be bound by its Terms and Conditions. This contract contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Customer and Axim related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and is signed by Customer's authorized representative and an authorized representative of Axim.