



## STATEMENT OF WORK

<b>Project Name:</b>	Lee County Port Authority Rok Technologies AWS/ArcGIS - CDWG	<b>Seller Representative:</b> Bart Heckman +1 (312) 7059572 barthec@cdwg.com
<b>Customer Name:</b>	LEE COUNTY PORT AUTHORITY	
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>Subcontractor:</b>	Liquid PC Inc	<b>Solution Architect:</b>
<b>Date:</b>	January 28, 2025	
<b>Drafted By</b>	Summer Pace	<b>Specialty Resource</b> Kevin Brooks

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and LEE COUNTY PORT AUTHORITY (“**Customer,**” and “**Client,**”).

This SOW shall be governed by that certain City of Mesa Agreement Number 2024056-01 Information Technology Solutions & Services between CDW Government LLC and City of Mesa, Arizona, administered by National IPA, effective July 2, 2024 (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

## PROJECT DESCRIPTION

### PROJECT SCOPE

Customer has engaged Provider to perform implementation and managed services related to and in support of Customer’s AWS environment and Esri ArcGIS® Enterprise software.

### SUPPORT AND SERVICES

This section outlines all tasks, responsibilities, and requirements necessary to perform the successful cloud migration and/or reconfiguration and the selected ongoing managed cloud services.

The Implementation and Managed Cloud Services will take place in the following phases:

#### IMPLEMENTATION

- Project Kickoff - Planning and Project Management (ongoing)
- Phase 1 | Architecture Deployment
- Phase 2 | Software Installation and Configuration
- Phase 3 | Content Migration (if applicable)
- Phase 4 | Testing and Go Live

#### MANAGED SERVICES

- Phase 5 | Ongoing Support and Services

The scope, items/services provided, and terms of Provider's services are based on Customer's review and acknowledgement that they can adhere to the Roles and Requirements.

### Roles and Requirements

This table outlines the items/services provided, timeline, and expectations for both Customer and Provider throughout the implementation.

Task	Role	Timeline	Requirement/Description
<b>Confirm Esri Licensing Version Availability</b>	Customer	Pre Project Kick-off	Customer confirms they have licensing available in their MyEsri for scoped install version of ArcGIS Enterprise and Desktop software.
Task	Role	Timeline	Requirement/Description
<b>Personnel</b>	Customer	Kick-off	Customer IDs the domain administrator contact and GIS Project Leads
<b>Esri Software Access</b>	Customer	Kick-off	Customer provides Provider Team Esri administrator login (My.Esri) access with ability to create software licenses
<b>Esri Environment Access</b>	Customer	Kick-off	Customer provides Provider Team access to Customer's current ArcGIS Enterprise to create/view inventory.
Task	Role	Timeline	Requirement/Description
<b>Cloud Infrastructure Preparation - Naming</b>	Customer	Phase 1	ID and provide Organizational naming conventions for resources to be deployed.
<b>Cloud Infrastructure Preparation - IP Address</b>	Customer	Phase 1	Identify the IP Address space to accommodate environment architecture.
<b>Cloud Infrastructure Preparation - External Connections</b>	Customer	Phase 1	Identify all required external connections and data sources (Ingress / Egress).
<b>Security Review</b>	Provider and Customer	Phase 1	Review security requirements outlined in Exhibit A. If relevant, address any needs beyond Provider baseline - i.e. application gateways, additional firewalls, web server accessibility etc.
<b>VDI User Deployment Preparation</b>	Customer	Phase 1	Identify VDI Users - First/Last Name and associated email address along with access Level: User/Admin.

<b>VDI Non Esri COTS Installation</b>	Customer	Phase 1	For all non-Esri COTS identified in the Virtual Desktop Section in this SOW, Customer needs to provide the following to Provider Team. * Install Version Number  * Access to the installer package (if required) * Current Licensing (if required).
<b>VDI Deployment</b>	Provider	Phase 1	Customer provides Provider Team with Cloud administrator access at Kickoff. VDI's are deployed.
<b>Cloud Directory User Prep</b>	Provider and Customer	Phase 1	Provider creates appropriate AD groups and roles for Server, DB, Fileshare access and management. Customer IDs users and Provider sets permissions..
<b>Configure Authentication for Enterprise endpoint (SAML, SSO, MFA, etc.)</b>	Provider and Customer	Phase 1	Configure Esri Enterprise authentication with third-party identity stores. Customer will always manage identity provider permissions, roles, users.
<b>Task</b>	<b>Role</b>	<b>Timeline</b>	<b>Requirement/Description</b>
<b>Install and Configure Esri Software</b>	Provider	Phase 2	Install and configure the software the approved software configuration outlined in the section titled - Environment Overview Section.
<b>Create SSL Certificate</b>	Provider	Phase 2	Provider obtains the required SSL Certificate or a .pfx file if using a wildcard certificate.
<b>Identify Domain and URL(s)</b>	Customer	Phase 2	Customer provides Provider the Domain account and confirmation of domain names and URLs.
<b>Enable Portal Authentication</b>	Provider	Phase 2	Provider Team configures Esri Enterprise authentication with third-party identity stores. Customer will always manage identity provider permissions, roles, users, infrastructure.
<b>Task</b>	<b>Role</b>	<b>Timeline</b>	<b>Requirement/Description</b>
The following is a list of items that may be required during the migration. Identified items and access must be provided to Provider 2 weeks prior to migration. Any delay in these items will result in a schedule and scope modification, to be addressed via the Change Order Process.			
<b>Portal Preparation - Users</b>	Customer	Phase 3	Identify new roles with permissions and user matrix.

<b>Database Preparation</b>	Customer	Phase 3	Create database backups - Provider requires admin account access to run SQL Backup Master. Provider will need a sysadmin account in order to restore/maintain and troubleshoot databases.
<b>Portal Preparation - Credentials</b>	Customer	Phase 3	Production Portal credentials.
<b>Content Preparation - ArcGIS</b>	Customer	Phase 3	Source map documents, locators, and geoprocessing service resources.
<b>Content Preparation - Files</b>	Customer	Phase 3	File Server and S3 content or access.
<b>Content Preparation - Data/Cache</b>	Customer	Phase 3	Any Data and/or caches on ArcGIS Enterprise machines required for publishing content.
<b>Task</b>	<b>Role</b>	<b>Timeline</b>	<b>Requirement/ Description</b>
<b>Testing</b>	Customer	Phase 4	Customer must identify and engage staff to test access and/or workflows in the new environment prior to Go Live.

### IMPLEMENTATION: PLANNING AND PROJECT MANAGEMENT

The Planning & Project Management Phase is the start of our project lifecycle. It is communication centric, starting with the project kickoff meeting and scheduling the project reviews. Provider will utilize a Project Manager to oversee each Phase of the project. Responsibilities include 1 weekly call, internal status meetings, review and oversight of technical staff, and status updates.

- **Project Kickoff Meeting.** Provider will schedule a remote kickoff meeting to identify tasks and establish a communication plan for coordinating the activities of the project as well as status updates. We will employ our internal project controls to manage the project budget and schedule.
- **Status Meetings and Reports.** The project review meeting schedule established during the kickoff meeting will be used to identify upcoming tasks, review decision points, and discuss overall status for the project. We will use the project review meeting to walk through the status of tasks and look ahead to identify any potential project issues and mitigation procedures.
- **Schedule.** Provider and Customer will jointly develop and approve a project schedule prior to initiating work.
  - **The project duration is estimated to be 8 Weeks.** This timeline assumes the delivery of all Customer prerequisites and required access outlined in Phase 1. Milestones and completion dates will be established upon kickoff for the Phases of the project, and jointly agreed upon by both Parties. Communication and meetings will proceed as follow or as otherwise agreed upon cadence.
  - One work breakdown plan (task, resource, schedule delivery date)
  - One weekly meeting (30 minutes)

**IMPLEMENTATION PHASES 1 AND 2: ARCHITECTURE DEPLOYMENT AND SOFTWARE INSTALLATION AND CONFIGURATION**

**ENVIRONMENT OVERVIEW**

The following section outlines the items/services provided for the deployment of the approved architecture, Esri software, and identified third-party software (if applicable). All architecture and deployment specifications have been detailed in **Exhibit A** and are designed to support the content outlined in the Description/Content field the environment table(s) shown in this section. Should the services and/or content exceed what is listed, modifications to server size and/or configuration may be required and can lead to additional fees added to the SOW and ongoing Cloud costs.

**Applications**

Environment	Server	Application
Production	Citrix Server	ArcGIS Pro
Production	ArcGIS Server	ArcGIS Server
Production	ArcGIS Portal Server	Portal for ArcGIS
Production	ArcGIS Relational Data Store	ArcGIS Datastore
Production	ArcGIS Web Adaptor Server	ArcGIS Web Adaptor
Production	ArcGIS Web Adaptor Server	ArcGIS Web Adaptor
Development	ArcGIS Enterprise (AiO) Server	ArcGIS Datastore
Development	ArcGIS Enterprise (AiO) Server	ArcGIS Web Adaptor
Development	ArcGIS Enterprise (AiO) Server	ArcGIS Server
Development	ArcGIS Enterprise (AiO) Server	Portal for ArcGIS

**Data Migration - Table 1A**

Environment	Server	#	Content
Production	ArcGIS Server	50	Map/Feature/Image Services to migrate (#)

**Database Migration**

Environment	Database	Size (GB)	Server
Production	Prod EGDB	300	Production - AWS - SQL Server

**Virtual Desktop Solution**

Server	Server Size	OS Drive (GB)	Data Drive (GB)
AWS - Citrix Connector	2 vCPUs 8GB RAM	100	150
AWS - Citrix Server	4 vCPUs 16GB RAM	100	250

VDI Service	Qty	Description
Citrix Workspace License(s) provided by Rok Technologies	4	
<i>The Workspaces are scoped to support the software and/or applications defined in the Description field. Any additional software and/or applications installed by Customer or by Provider by request can impact performance and may result in a change in scope.</i>		
Application	Description	
<b>Provider Supported Software</b>   Provider supports ArcGIS Pro and Desktop on your Amazon Workspace. The management of any additional software or applications is the sole responsibility of Customer and Provider cannot be held liable for any		

**5 IMPLEMENTATION PHASE 3: CONTENT MIGRATION**

The Content Migration task begins after the architecture is deployed and the Esri software is installed and configured. Like moving into a new house, content needs to be moved from the old environment to the new. The following section outlines the assumptions, integrations (if applicable), content as well as Customer and/or Provider responsibilities regarding this effort. Any changes to this information can result in a modification of this SOW and can lead to an increase in time and cost to be addressed by the Change Order Process and agreed to by both Parties.

**Assumptions**

Provider will Migrate Content to Production ArcGIS Enterprise <Existing URL>

ArcGIS Enterprise Upgrade from 10.9.1 to 11.3.1

Customer will Migrate Content to test ArcGIS Enterprise Environments

**Integrations**

The following table lists integrations and interfaces that will be included in the Enterprise GIS environment. These are shown in alphabetical order. Provider's role in assisting Customer with these integrations includes the following:

- Addressing any IT considerations in relation to ArcGIS or the cloud environment (opening ports, configuring certificates, users, etc.)
- Providing reasonable third-party access as requested and defined by Customer.
- Configuring the ArcGIS system for integrations, as specified by the selected third party.
- Customer will be required to ensure all business interfaces and workflows are tested and working correctly.

Interface	Description
No App Integrations	N/A

**6 Implementation Phase 4: User Acceptance Testing (UAT) and Go Live**

UAT Phases	Requirements
Environment Walkthroughs	Provider will conduct a remote walkthrough orientation for the new Production environment and migrated content.

User Acceptance Testing - Customer	<p>User Acceptance Testing will be performed by Customer against the new environments to ensure all content has been migrated correctly. Testing will be fully completed in the following windows:</p> <ul style="list-style-type: none"> <li>• VDI: 3 Days</li> <li>• Enterprise: 5 Days</li> </ul> <p>Customer is responsible for ensuring all existing services, data, applications and integrations are working properly post-installation.</p> <p>Customer will be responsible for planning and coordinating all testing, creating all test plans, conducting testing and official approval of owned content.</p> <p>Customer will provide a stakeholder registry with points of contact for testing for each Portal Group.</p> <p>Customer will be responsible for tracking all testing and issues</p>
User Acceptance Testing - Provider	<p>Provider will be responsible for ensuring data, services, and GIS components are deployed in the same manner as deployed to the current production or as previously stated, and agreed upon by both Parties.</p>

Following UAT Provider will work with Customer to identify a weekend that will work for the Go Live. The week before the cutover, Provider will take Customer through the hand-off documentation that contains all of the new passwords and access information for the new environment, along with any relevant training.

**GO LIVE**

Following UAT, Provider will work with Customer to establish a Go Live weekend. The steps will be based on the chosen method and, if necessary, Customer should anticipate planned and scheduled down time during the cutover from on-premise.

Provider will not be responsible for updating any services, web maps or apps not listed in this SOW. If additional services, web maps, or apps are not migrated as a part of this SOW, it is the sole responsibility of Customer staff to keep those services updated until such time they choose to migrate them in the cloud environment.

**PHASE 5: PROVIDER’S GIS CLOUD SUPPORT AND MANAGED SERVICES**

This section outlines the General, Esri Software, and Infrastructure related ongoing Managed Services Provider Team will provide Customer for the new Enterprise GIS environment.

**GENERAL SERVICES**

**DEDICATED CUSTOMER SUCCESS MANAGER**

Provider will provide Customer with a Dedicated Client Success Manager. Serving as Customer’s single point of contact, Provider assigned Customer Success Manager’s primary responsibilities shall include:

- Understanding Customer’s business needs
- Managing Customer’s Provider entitlements
- Accelerating the delivery of Provider’s Technical Services
- Scheduled Business Reviews

**Customer Support**

Customer Support: Tickets can be submitted 24 hours a day, 7 days a week via Customer Gateway or our toll-free support line which will be provided after execution of SOW.

**Esri Software Support and Services**

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Provider will provide Customer with the latest upgrades, configurations, and updates to meet your organizational requirements. In order for Provider to provide the following services, Customer agrees to provide Provider Team with the following access.

### **Software Services Requirements**

- Customer provides Esri Administrator “My.Esri” License Access to Provider
- Provider’s Monitoring Agent installed in the Cloud Environment
- Customer provides Virtual Machine Administrator Access to Provider

### **Software Services - Incident Tracking**

- Receive and respond to incidents reported by Customer in accordance with the service levels defined in Exhibit C.
- Record and track each incident in Provider’s case management system.
- Periodically report the current status of the incident to designated Customer personnel based on severity of issue outlined.
- Communicate the steps taken to ultimately resolve the incident.

### **Esri Software Configuration Assistance**

- Collect information from Customer regarding the scope of the change requested, the motivation for the change, and the expected results.
- Investigate the potential impact of the change, in terms of desired results and unintended consequences.
- Determine the steps necessary to implement the change while mitigating risk.
- Recommend a course of action to Customer.
- Upon authorization by Customer, implement changes in accordance with the plan of action.
- Record the change in accordance with Customer’s change management processes.

### **Esri COTS Application Upgrades, Patches and Updates**

- Upon request and included in the services and pricing in this SOW, Provider’s Managed Services Team will upgrade and configure Esri COTS to the desired version. Additionally, upon request, Provider’s Managed Services will install critical and optional patches as they are released.

Provider will communicate critical upgrade and patching opportunities for Esri COTS. Both parties mutually agree on a day and time to complete the upgrade and/or patching that limits disruption of service.

- Upon request and included in the services and pricing in this SOW, Provider’s Managed Services will install and configure new Esri COTS as desired by Customer.
- Esri critical security patches will be reviewed by Provider for potential impact and applied based on an mutually agreed upon schedule.

### **Third Party Integrations**

Provider's role in assisting you with these integrations includes the following:

- Addressing any IT considerations in relation to ArcGIS or your cloud environment (opening ports, configuring certificates, users, etc.)
- Providing reasonable third-party access as requested and defined by our Customers.
- Configuring the ArcGIS platform for integrations, as specified by the selected third party.

### **Infrastructure Support and Services**

The scope, items/services provided, and terms of Provider’s Infrastructure Support services are described below in the following sections and provided services are based on Customer’s review and acknowledgement that they can adhere to all policies set forth.

## Infrastructure Services Requirements

- Provider’s Monitoring Agent installed in the Cloud Environment
- Customer provides Provider Cloud Administrator Access for all Provider 24/7 support team members
- Customer provides Virtual Machine Administrator Access to Provider for all Provider 24/7 support team members

Infrastructure Services Description
<b>Management of OS Updates and Patches</b>   Provider Managed Services handles the deployment of critical and security updates to your managed virtual machine operating systems. Any non-critical/security OS patches and other Non-ESRI stack applications are not the responsibility of Provider. Customers can work with Provider to identify any additional OS patches of concern and Provider will install. Non-managed applications are not the responsibility of Provider, unless mutually agreed upon by both parties in writing.
<b>Infrastructure Monitoring and Response</b>   Provider Managed Services monitors the overall health of your ArcGIS infrastructure resources and handles the daily activities of investigating and resolving alarms or incidents. Committed to a 2-hour maximum response time, in the event of an instance failure, our team will take appropriate action to help minimize or avoid service interruption.
<b>Infrastructure Changes</b>   Provider will be responsible for rightsizing, adding, and removing GIS and associated Cloud infrastructure as necessary, pending Customer approval, in writing. In emergency response situations, Customer grants Provider the authority to implement modifications, ensuring uninterrupted uptime for the environment
<b>BackUp and Retention</b>   Provider will be responsible for running and retaining the backups of the VMs and Enterprise GeoDatabases per the frequency and duration listed on the BackUp Frequency and Retention Period Table.
<b>Virtual Desktop Management</b>   Provider will provide ongoing support for ArcGIS Pro and/or Desktop on your Citrix Seat. The management of any additional software or application is the sole responsibility of Customer.

## Backup Frequency and Retention Period

Service	Qty
VM and Volume - Daily Full Backup (#/day)	2
VM and Volume - Daily Full Backup Retention (mo)	1
VM and Volume - Monthly Full Backup Retention (mo)	12
SQL Server - Daily Differential Backup (#/day)	4
SQL Server - Daily Differential Backup Retention (mo)	1
SQL Server - Weekly Full Backup (#/week)	1
SQL Server - Weekly Full Backup Retention (mo)	1
SQL Server - Monthly Full Backup Retention (mo)	12

## EXCLUSIONS: PROVIDER SERVICE AND SUPPORT DOES NOT INCLUDE THE FOLLOWING

- Debugging custom components, applications, code, or models
- Customization of solutions, templates, or tools; including unsupported software functionality.
- Workflow design, data processing, data design, or software training.

- Issues specific to third-party hardware, software, technology, or peripherals not provided by Esri
- Questions related to product pricing, license agreements, or contracts.
- Web or Mobile Application Development
- Data editing and analysis
- ArcGIS Monitor interpretation and analysis
- Script authoring and maintenance

## ASSUMPTIONS

Provider’s delivery of the services defined by this SOW is based on the assumptions described below. Any deviation from these assumptions might impact the scope of services to be provided and associated fees as mutually agreed upon through the Change Order process:

1. Provider shall primarily render Support services remotely, while making use of current technologies that provide remote access and control of the supported systems where available.
2. Customer shall permit the use of remote access technologies that enable Provider to render services remotely.

## SCHEDULING

Provider and Customer will mutually agree upon a schedule to provide services. As scheduling changes arise, Customer shall contact Provider one (1) to two (2) weeks in advance where possible. Provider Technical Operations Team will make a best effort to accommodate special requests.

## DISCLAIMERS

In addition to the disclaimers and limitations set forth, Customer understands and agrees as follows with respect to the Managed Services rendered hereunder:

Provider is not responsible for the loss of data caused by the action(s) of Customer. All work necessary for Provider to remove viruses will be billed to Customer at a rate of \$250.00 per hour.

The uptime, support requirements, and response times set forth in this SOW shall not be binding upon Provider for any occurrence, failure of service, or other malfunction caused by Customer, any employee, vendor or other agent of Customer, or any inability of Provider to obtain the minimum access to Customer’s system.

## ACCEPTANCE

This SOW constitutes the full agreement between Provider and Customer for the Managed Services described herein. Upon execution by the Parties, this SOW, or “SOW”. Capitalized terms not defined in this SOW shall have the meaning ascribed to them in the MSA.

The undersigned parties acknowledge their acceptance of this SOW and the terms and conditions described herein. Furthermore, the undersigned parties certify that they are authorized representatives of their respective companies with full authority to sign this SOW and enter into this Agreement on behalf of their respective organizations.

The Managed Services hereunder are billed Annually. The billing amount for this SOW shall be based on the services described in the table below.

<b>Services</b>	
<b>Esri Software Support</b>	
<b>Infrastructure Support Services</b>	
<b>Virtual Desktops</b>	4
<b>Monthly Cost</b>	<b>\$9,257.06</b>

<b>Term</b>	<b>36 Months</b>
<b>Implementation One Time Fee</b>	<b>\$28,875.00 due upon PO issuance</b>

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller’s performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer’s facility’s safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller’s gross negligence and willful misconduct.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer’s systems by using software tools developed or used by CDW (“Tools”). In some cases, these Tools will need to be loaded onto the Customer’s systems to gather necessary information, and CDW may also use them to make changes in the Customer’s systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW’s use of the Tools as set forth in this paragraph.
- Upon completion of the Services, Customer is responsible for disabling or deleting all CDW coworker access credentials and completing any other necessary steps to ensure that access to all of Customer’s environments has been permanently terminated for all CDW coworkers and contractors that were part of this engagement.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.

## CONTACT PERSONS

Each Party will appoint a person to act as that Party’s point of contact (“**Contact Person**”) as the time for performance nears and will communicate that person’s name and information to the other Party’s Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties’ Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller (“**Change Order**”). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

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In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Supplier will provide funding in the amount of \$2,040.00 (“**Funding**”).

The Funding will be applied to the Total Fees. Once the Funding has been exhausted, Seller’s invoice(s) will reflect the balance of any fees due. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

## SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$362,129.40.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

<b>Milestone</b>	<b>Percentage</b>	<b>Fee</b>
Implementation	8%	\$28,875.00
Commencement Annual Services Support Year 1	30.7%	\$111,084.80
Commencement Annual Services Support Year 2	30.7%	\$111,084.80
Commencement Annual Services Support Year 3	30.7%	\$111,084.80
<b>Subtotal</b>	<b>100%</b>	<b>\$362,129.40</b>
<i>Less Seller Funding</i>		<i>(\$2,040.00)</i>
<b>Totals</b>		<b>\$360,089.40</b>

## **EXPENSES**

Neither travel time nor direct expenses will be billed for this project.

## **Travel Notice**

The parties agree that there will be no travel required for this project.

## **CUSTOMER-DESIGNATED LOCATIONS**

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”)

<b>Location</b>	<b>Address</b>
Main Terminal - IT	11000 Terminal Access Rd, Fort Myers, FL 33913

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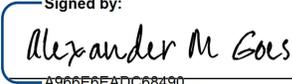
## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**LEE COUNTY PORT AUTHORITY**

By:  Signed by:  
A966E6EADC68490...

By: \_\_\_\_\_

Name: Services Contracts Manager

Name: \_\_\_\_\_

Title: Services Contract Manager

Title: \_\_\_\_\_

Date: 1/30/2025

Date: \_\_\_\_\_

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.

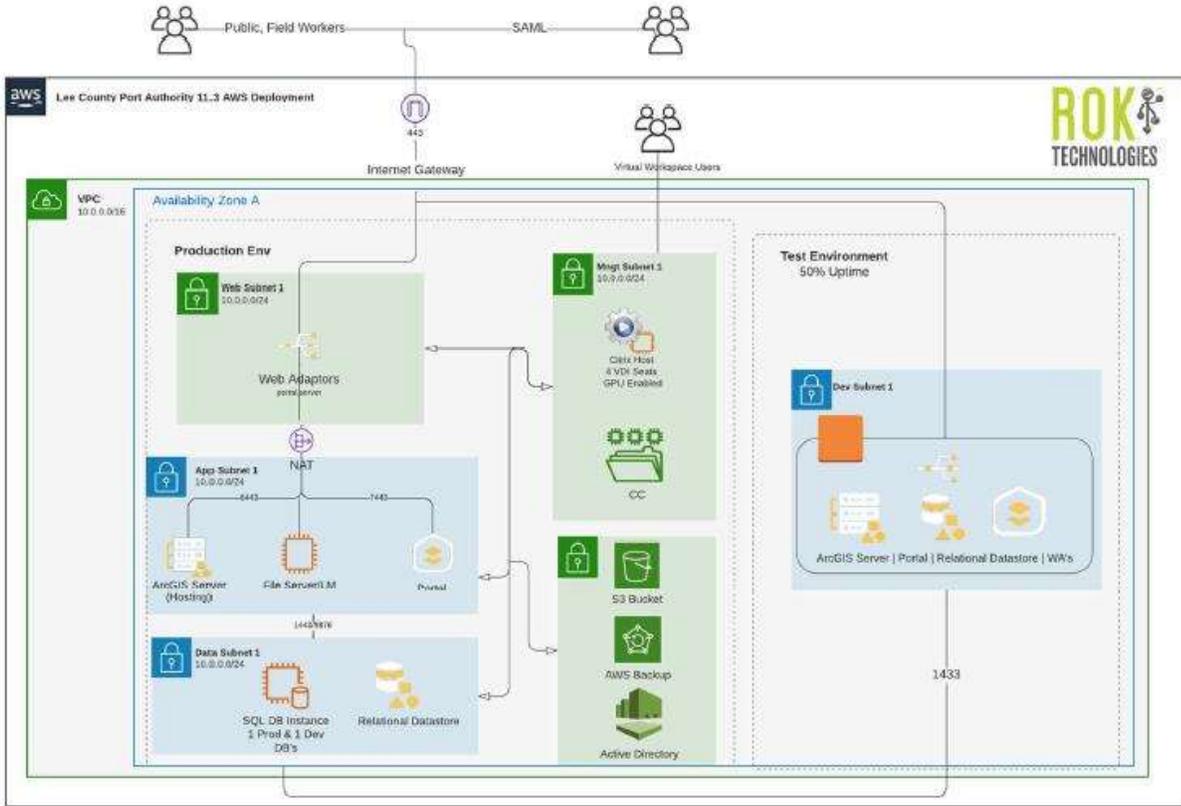
PO BOX 2463

Vernon Hills, IL 60061

FORT MYERS, FL 33902-2463

# EXHIBIT A

## AWS ENVIRONMENT ARCHITECTURE AND DESCRIPTION



Environment	Name	Note	Version	Qty	Uptime %	OS (GB)	Data (GB)	Log (GB)	Server Size
Production	AWS - ArcGIS Portal		11.3.1	1	100	100	150		4 vCPUs 16GB RAM
Production	AWS - ArcGIS Relational DataStore		11.3.1	1	100	100	150		4 vCPUs 16GB RAM
Production	AWS - ArcGIS Server		11.3.1	1	100	100	150		4 vCPUs 16GB RAM
Production	AWS - Citrix Connector			1	100	100	150		2 vCPUs 8GB RAM
Production	AWS - Citrix Server			1	100	100	250		4 vCPUs 16GB RAM
Production	AWS - File Server			1	100	100	500		2 vCPUs 8GB RAM

Production	AWS - SQL Server			1	100	100	150	150	4 vCPUs 32GB RAM
Production	AWS - Web Adaptor Server		11.3.1	1	100	100	30		2 vCPUs 8GB RAM
Production	Citrix Workspace License(s)			4					
	AWS - Active Directory			1					
	AWS - S3 Bucket - 1TB			1					
Development	AWS - ArcGIS Enterprise (AiO)		11.3.1	1	50	100	200		8 vCPUs 32GB RAM

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# EXHIBIT B

## SUPPORT

### CUSTOMER SUPPORT

Tickets can be submitted 24 hours a day, 7 days a week via the toll-free number which will be provided after execution of SOW. Tickets may also be submitted any time via email or from Customer Gateway. Contact emails and Customer Gateway information will be provided following execution of SOW.

#### SUPPORT OVERVIEW

- **Customer Gateway (“Gateway”):** Provider will provide Customer with unlimited access to Gateway support. Customer will report Malfunctions by accessing the Gateway and creating a service ticket or by sending an email to a dedicated support email address. A member of Provider’s Support Staff (“Support Staff”) will be assigned and Customer will be contacted within in a timeframe defined by the severity of the Malfunction. If the Support Staff member handling a request is unable to provide adequate assistance to Customer for such requests hereunder, Provider will supply one or more alternative Support Staff members who are able to respond to the request to Customer’s reasonable satisfaction. All support ticket activities, findings, and resolutions will be tracked in Customer portal for future reference.
- **Telephone Support Service:** Provider will provide to Customer unlimited access to 24/7 Telephone Support (“Telephone Support”) via a toll-free number. Customer will report Malfunctions by calling the Telephone Support number. A member of the Support Staff will be assigned to the Malfunction, and Customer will be contacted within the timeframe defined by the severity of the Malfunction.

#### SEVERITY OF MALFUNCTIONS

Provider will correct Malfunctions as provided herein. “Malfunction” shall mean a failure by the Services to operate as required by this SOW. The definitions of the Malfunction Severity classifications are as follows:

- **Severity Level 1:** A problem which renders the Services inoperative, causes a significant and ongoing interruption to Provider's business activities or causes a loss or corruption of data, where either the entire company or large groups of users are affected.
- **Severity Level 2:** A problem which causes the Services to be intermittently inoperative, disrupted or malfunctioning and which materially interferes with Customer’s use of the Services, for the entire company or large groups of users.
- **Severity Level 3:** A problem which causes the Services not to function in accordance with applicable specifications, for small groups or individual users, but which causes only a minor impact on Customer’s use of the Services and for which an acceptable circumvention is available.
- **Severity Level 4:** Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications

#### CORRECTION OF MALFUNCTIONS

Provider will correct Malfunctions as provided herein. “Malfunction” shall mean a failure by the Services to operate as required by this SOW. The definitions of the Malfunction classifications are as follows:

- **Report of Malfunction.** With respect to a report of any Malfunction, Customer personnel making such a report will describe to the Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, based upon the criteria of the Severity Definition, classify the Malfunction as a Severity Level 1, 2, 3 or 4 Malfunction.
- **Critical Malfunctions.** If a Severity Level 1 or 2 Malfunction (each, a “Critical Malfunction”) cannot be corrected to Customer’s reasonable satisfaction through communication with the Support staff within two (2) hours after Provider receives the description of the Malfunction, Provider will: (1) escalate the problem to additional members

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of Support Staff and Provider's Customer Success Manager; (2) take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to Customer of the steps taken and to be taken to resolve the problem, the progress to correction, and the estimated time of correction, and update that report every two (2) hours until the Critical Malfunction is resolved.

- **Provider's Level of Effort.** Provider will work continuously until any Critical Malfunction, of which a correction or workaround has not been achieved, has been resolved. Additionally, if a correction or workaround to a Critical Malfunction has not been achieved within two (2) days Provider will work continuously, during normal Provider working hours, to resolve any Severity Level 1 or 2 Malfunction. Provider and Customer will mutually agree upon a schedule within which to resolve any Severity Level 3 or 4 Malfunction.
- **Action Required from Provider.** For Critical Malfunctions, Provider will work to provide an immediate correction, which will then be promptly implemented for Customer staff to test. For a Severity Level 3 or 4 Malfunction, Provider will provide a correction.