



Edwin M. Lee
Mayor

Micki Callahan
Human Resources Director

Date: December 19, 2014

To: The Honorable Civil Service Commission

Through: Micki Callahan
Human Resources Director *[Signature]*

From: Cynthia Avakian, AIR
Jacquie Hale, DPH
Cynthia Hamada/ Parveen Boparai, MTA
Genie Wong, POL
Shamica Jackson/Stacey Lo, PUC
Sean McFadden, REC
Jolie Gines, TIS

Subject: **Personal Services Contracts Approval Request**

This report contains eight (8) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

The services proposed by these contracts have been reviewed by Department of Human Resources (DHR) staff to evaluate whether the requesting departments have complied with City policy and procedures regarding PSCs. The proposed PSCs have been posted on the DHR website for seven (7) calendar days. CSC procedures for processing PSCs require that any appeal of these contracts be filed in the office of the CSC, Executive Officer during the posting period.

No timely appeals have been filed regarding the PSCs contained in this report. These proposed PSCs are being submitted to the CSC for ratification/approval.

DHR has prepared the following cost summary for personal services contracts that have been processed through the Department of Human Resources to date:

Total of this Report	YTD Expedited Approvals FY2014-2015	Total for FY2014-2015
\$18,416,090	\$35,045,338	\$772,300,133

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Airport Commission
Contracts Administration Unit
POB 8097
San Francisco, CA 94128
650- 821-2014

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101 Grove Street Rom 307
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Jolie Gines
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Table of Contents
PSC Submissions

Regular PSCs	Department	Page
41036-14/15	Airport Commission	1
44680-14/15	Public Health	5
48657-14/15	Municipal Transportation Agency	16
44709-14/15	Police	24
45542-14/15	Public Utilities Commission	30
41501-14/15	Recreation and Park Commission	44
45873-14/15	Recreation and Park Commission	52
43213-14/15	Technology	63

Modification PSCs

Published on *Personal Services Request Database* (<http://apps.sfgov.org/dhrdrupal>)

Home >

POSTING FOR**January 05, 2015****PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR****Commission Hearing Date**

2015-01-05

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date
41036 - 14/15	AIRPORT COMMISSION	\$5,000,000.00	The San Francisco International Airport (Airport) Finance Division has a need to set up reimbursement agreements with firms to provide credit and/or liquidity facilities to have access to financial institutions that will provide short term financial loans to the Airport Commission (AC). The financial loans are necessary to ensure that the Airport's variable rate bonds are issued at the lowest possible interest rate.	January 5, 2015	December 31, 2019
44680 - 14/15	PUBLIC HEALTH	\$845,000.00	Tuberculosis physician services for the delivery of prevention, diagnostic and treatment services for and related to all forms of tuberculosis and to build capacity for the elimination of Tuberculosis (TB) in San Francisco. Additional services include and are not limited to X-Rays, Computerized Tomography (CT) scans, collaborative mentorship of medical students, residents, junior faculty, interns, resident fellows and public health officials.	July 1, 2015	June 30, 2020
48657 - 14/15	MUNICIPAL TRANSPORTATION AGENCY	\$9,500,000.00	The Pay-by-Phone (PBP) application contractor will provide software administration, maintenance, and support for the payment processing of credit cards to pay for parking meter usage. This service allows the public via the PBP payment method on personal smart phones (or other comparable devices) to pay for use at all metered spaces in the City, including those spaces under the jurisdiction of the Port of San Francisco ("Port").	April 1, 2015	May 30, 2024
44709 - 14/15	POLICE	\$121,090.00	Currently the San Francisco Police Department (SFPD) Forensic Biology unit owns a Tecan HID EVOlution 150 robot system. Federal standards require all new instrumentation utilized for casework to be validated prior to use. Vendor will provide validation services of the Tecan HID EVOlution 150 for use. Upon validation of the system, casework will be processed, increasing both the quality and efficiency of the Forensic Biology Unit.	January 5, 2015	December 31, 2015
45542 - 14/15	PUBLIC UTILITIES COMMISSION	\$200,000.00	An independent analysis and review of revenue, costs of service, and rates for the electric utilities under the jurisdiction of the San Francisco Public Utilities Commission (SFPUC). Contract work consists of development of annual revenue requirement for electric service, allocation of the annual revenue requirement to retail classes of service based on their respective service requirements and development of schedules of electric rates to recover allocated costs from each retail customer class.	May 1, 2015	December 1, 2016
41501 - 14/15	RECREATION AND PARK COMMISSION	\$800,000.00	The Recreation and Park Department (RPD) is seeking the services of engineering firms with marina and coastal engineering expertise that can deliver a Criteria Package for the waterside improvements to the Marina Yacht Harbor, East Harbor, which RPD intends will be performed under separate contract by a design-builder. This consultant shall be tasked with providing preliminary design services for marina, coastal and general civil engineering, and consulting support services during the design/build process. Landside improvement designs will be prepared by the City and County of San Francisco's Department of Public Works (DPW).	January 1, 2015	December 31, 2017
45873 - 14/15	RECREATION AND PARK COMMISSION	\$1,200,000.00	Provide full Architectural and Engineering (A/E) services for the Garfield Pool Renovation. This includes all services necessary for schematic design phase,	January 1, 2015	January 1, 2020

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date
			design development, participation in presentations to stakeholders. In addition, complete construction documents for permitting, all services required for the construction administration phase and project closeout. A/E firm shall also provide cost estimating services during the course of the project.		
43213 - 14/15	GENERAL SERVICES AGENCY - TECHNOLOGY	\$750,000.00	Training users on the citywide Enterprise Licensed Esri Geographic Information System (GIS) Software products, and Geographic Information System (GIS) Project consulting	January 9, 2015	September 30, 2018

TOTAL AMOUNT \$18,416,090



**Regular/Continuing/Annual
Personal Services Contracts**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR Dept. Code: AIR

Type of Request: Initial Modification of an existing PSC (PSC # _____)

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Credit Liquidity Facilities

Funding Source: Airport Operating Funds PSC Duration: 4 years 51 weeks

PSC Amount: \$5,000,000 PSC Est. Start Date: 01/05/2015 PSC Est. End Date: 12/31/2019

1. Description of Work

A. Scope of Work:

The San Francisco International Airport (Airport) Finance Division has a need to set up reimbursement agreements with firms to provide credit and/or liquidity facilities to have access to financial institutions that will provide short term financial loans to the Airport Commission (AC). The financial loans are necessary to ensure that the Airport's variable rate bonds are issued at the lowest possible interest rate.

B. Explain why this service is necessary and the consequence of denial:

This service is necessary to ensure the Airport has access to lower interest loans. The Airport would be subject to paying higher interest rates if it issued variable rate bonds without the assistance of credit and/or liquidity facility providers.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

This service has been provided through reimbursement agreements with financial institutions.

D. Will the contract(s) be renewed? Yes, if there continues to be a need for such services at the Airport.

2. Union Notification: On 11/10/2014, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21, Municipal Executive Association,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41036 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 01/05/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

This service must be provided by a financial institution with the capital necessary to meet the Airport's financial needs. The Airport does not have enough cash on hand to provide "self-liquidity". Airport will monitor the credit agreements and pay the required fees on a quarterly basis.

B. Which, if any, civil service class(es) normally perform(s) this work?
0931,0933,1824,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil servant staff do not possess the appropriate state and federal registrations to act as a financial institution.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No, as this is not work that could be performed by an individual.

5. Additional Information (if "yes", attach explanation)

YES NO

- A. Will the contractor directly supervise City and County employee? YES NO
- B. Will the contractor train City and County employee?
This work cannot be performed by civil servant staff. YES NO
- C. Are there legal mandates requiring the use of contractual services? YES NO
- D. Are there federal or state grant requirements regarding the use of contractual services? YES NO
- E. Has a board or commission determined that contracting is the most effective way to provide this service? YES NO
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? YES NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 12/08/2014 BY:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysf0.com
Address: P.O. Box 8097 San Francisco, CA 94128

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfso.com
To: [Cynthia Avakian \(AIR\)](mailto:Cynthia.Avakian@AIR); L21PSCReview@ifpte21.org; camaguev@sfmea.com; staff@sfmea.com; [Yen Pang \(AIR\)](mailto:Yen.Pang@AIR); [Isen, Richard \(TIS\)](mailto:Isen.Richard@TIS); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator.DHR@HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 41036 - 14/15
Date: Monday, November 10, 2014 4:44:45 PM

RECEIPT for Union Notification for PSC 41036 - 14/15 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 41036 - 14/15 for \$5,000,000 for Initial Request services for the period 01/05/2015 – 12/31/2019. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/4166> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH – DPH Dept. Code: DPH

Type of Request: [X] Initial [] Modification of an existing PSC (PSC # _____)

Type of Approval: [] Expedited [X] Regular ([] Omit Posting)

Type of Service: Tuberculosis - Integrated Physician and Capacity Building Services

Funding Source: General Fund and Grants PSC Duration: 5 years 1 day
PSC Amount: \$845,000 PSC Est. Start Date: 07/01/2015 PSC Est. End Date: 06/30/2020

1. Description of Work

A. Scope of Work:

Tuberculosis physician services for the delivery of prevention, diagnostic and treatment services for and related to all forms of tuberculosis and to build capacity for the elimination of Tuberculosis (TB) in San Francisco. Additional services include and are not limited to X-Rays, Computerized Tomography (CT) scans, collaborative mentorship of medical students, residents, junior faculty, interns, resident fellows and public health officials.

B. Explain why this service is necessary and the consequence of denial:

The Department of Public Health's goal is to prevent communicable disease in the City and County of San Francisco. These services increase capacity to meet this goal. The consequences of denial may contribute to an increased exposure and transmission of Tuberculosis in the City and County of San Francisco.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.
PSC 2007 07/08.

D. Will the contract(s) be renewed? Yes, services to be renewed annually based on the availability of funding.

2. Union Notification: On 11/03/2014, the Department notified the following employee organizations of this PSC/RFP request: Physicians and Dentists - 8CC,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44680 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 01/05/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
 Medical physician services with an expertise in treating Tuberculosis.

B. Which, if any, civil service class(es) normally perform(s) this work?
 2230,2232,2233,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
 No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

This is a collaboration of services with an approved medical research facility. The Department lacks the resources that will be provided by the Curry International Tuberculosis Center currently operated by the University of California at San Francisco.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No, it is imperative that in order to increase the Departments capacity to learn and engage in new and inovative research with regards to Tuberculosis that the Department collaborate with an approved medical research facility in the delivery of Tuberculosis services.

5. Additional Information (if "yes", attach explanation)

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? University of California San Francisco	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
 ON 12/04/2014 BY:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org
 Address: 101 Grove Room 402 San Francisco, CA 94102

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org
To: [Hale, Jacquie \(DPH\); iduritz@uapd.com; Carmona, Irene \(DPH\); Isen, Richard \(TIS\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Hale, Jacquie (DPH); iduritz@uapd.com; Carmona, Irene (DPH); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)@sf.gov)
Subject: Receipt of Notice for new PCS over \$100K PSC # 44680 - 14/15
Date: Monday, November 03, 2014 9:23:23 AM

RECEIPT for Union Notification for PSC 44680 - 14/15 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 44680 - 14/15 for \$845,000 for Initial Request services for the period 07/01/2015 -- 06/30/2020. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/4014> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PSC 44680-14/15

Explanation Regarding Duration

For all PSCs if the duration requested is 5 years or more, an explanation is required- historical PSC required:

These are services for prevention and treatment of Tuberculosis, a basic public health function, providing core medical services. Until Tuberculosis is eradicated entirely, due to its contagious nature, a need for these services is expected to continue.

PSC# 44680-14/15

This service has been provided in the past by PSC# 2007-07/08

PERSONAL SERVICES CONTRACT SUMMARY

DATE: May 19, 2008

DEPARTMENT NAME: PUBLIC HEALTH DEPARTMENT NUMBER: 82

TYPE OF APPROVAL: [] EXPEDITED [] REGULAR (OMIT POSTING [])
[X] CONTINUING [] ANNUAL

TYPE OF REQUEST: [X] INITIAL REQUEST [] MODIFICATION (PSC #: [])

TYPE OF SERVICE: HIV Health, HIV Prevention, Research, TB and Surveillance Services

FUNDING SOURCE: General Fund

PSC AMOUNT: \$110,000,000 PSC DURATION: 7/1/8 - 6/30/18
(\$11,000,000/yr for 10 yrs)

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Contractors will provide the following services to residents of San Francisco affected by HIV: comprehensive primary/clinical health care; TB-related diagnosis, monitoring, treatment, prevention education, community support, training/technical assistance, physician and radiology services; training and consultation services on intervention, prevention and education; ancillary services including psycho-social support, counseling, outreach, home visits, and referrals; delivered meals and grocery center; complementary therapies; client advocacy; legal assistance; mental health services; dental services; and testing.

B. Explain why this service is necessary and the consequence of denial:

A wide spectrum of HIV-related health, prevention, and testing services are necessary to effectively deal with the multifaceted and complex issue of San Francisco residents affected by HIV. These services need to be accessible and culturally appropriate to persons from diverse ethnicities, cultures, genders, age groups, sexual orientations, and income levels, including homeless/indigent residents. Denial of these services would seriously hinder the City's ability to provide services to persons living with HIV, including low income and indigent persons, women and children.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): This PSC Summary is a renewal to PSC #s 2011-98/99.

D. Will the contract(s) be renewed?

It is anticipated that these contracts will be renewed depending on need and funding availability.

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedure):

Table with 3 columns: Union Name, Signature of person mailing/faxing form, Date. Includes entries for Locals 21, 1021 and Union of Amer. Phys. & Dentists.

RFP sent to [] on [] Signature []

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 2007-07/08

STAFF ANALYSIS/RECOMMENDATION:

Approved

CIVIL SERVICE COMMISSION ACTION:

7/7/08

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Professionally trained and licensed staff, including medical staff who are knowledgeable, experienced and represent a wide range of disciplines and skills; extensive experience and knowledge in the provision of early intervention medical services, emotional and practical support, counseling services, case management, HIV-related health education, benefits counseling, client and treatment advocacy, drug treatment adherence services, and work (re)entry services; population-specific HIV prevention and risk reduction services, outreach, prevention case management, needle exchange and condom distribution services; extensive experience in the provision of technical support, training and consultation services; access and sensitivity to target populations.

B. Which, if any, civil service class normally performs this work?

Physician (2220), Licensed Vocational Nurse (2312), Registered Nurse (2320), Nurse Practitioner (2328), IS Operator series (1002, 1003, 1004, 1005), Health Worker series (2585, 2586, 2587, 2588), Disease Control Investigator series (2806, 2808, 2810), Health Educator Series (2819, 2822, 2825), Eligibility Worker series (2903, 2905, 2907), Social Worker series (2910, 2912, 2914)

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil Service classifications are not applicable as staffing is only one component of the overall services being provided. Staffing conforms with policy, funding, and legal mandates. Dealing with HIV issues is a sensitive area requiring specific training and knowledge of issues facing persons infected with HIV and those at risk for HIV infection. The nature of this work is highly specialized. Community based organizations have demonstrated better access and sensitivity to the target population. A large portion of residents engaging in high-risk behaviors or dealing with potentially serious health issues do not routinely utilize traditional City health clinics/services for prevention information or services.

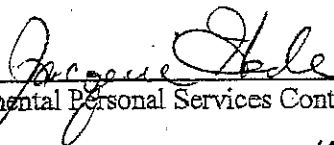
B. Would it be practical to adopt a new civil service class to perform this work? Explain.

HIV-related services continue to change with the evolution of the disease. Therefore, it would not be practical to adopt new civil service classifications to perform this specialized work.

5. ADDITIONAL INFORMATION (if "yes," attach explanation)

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employees? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employees? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| • Describe the training and indicate approximate number of hours. | | |
| • Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained. | | |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? Yes | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:



Signature of Departmental Personal Services Contract Coordinator

Jacquie Hale (415) 554-2609

Print or Type Name Telephone Number

101 Grove Street, Room 307
 San Francisco, CA 94102
 Address



**CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

GAVIN NEWSOM
MAYOR

DONALD A. CASPER
PRESIDENT

July 11, 2008

MORGAN R. GORRONO
VICE PRESIDENT

NOTICE OF CIVIL SERVICE COMMISSION ACTION

ALICIA D. BECERRIL
COMMISSIONER

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 2005-07/08 THROUGH 2007-07/08.

MARY Y. JUNG
COMMISSIONER

At its meeting of July 7, 2008 the Civil Service Commission had for its consideration the above matter.

YU-YEE WU SHERIDAN
COMMISSIONER

PLEASE NOTE: *It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval.*

ANITA SANCHEZ
EXECUTIVE OFFICER

It was the decision of the Commission to adopt the Human Resources Director's report as amended. Notify the offices of the Controller and the Purchaser.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

ANITA SANCHEZ
Executive Officer

Attachment

- c: Micki Callahan, Human Resources Director
Jacquie Hale, Department of Public Health
Larry Hendel, IFPTE Local 21
Jennifer Johnston, Department of Human Resources
Jonathan Nelly, Department of Human Resources
Ed Warshauer, SEIU Local 1021
Commission File
Chron

POSTIN FOR
June 16, 2008

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

PSC No.	Dep't No	DeptName	Approval Type	Contract Amount	Description of work	Duration
1007-08/09	6	Sheriff Department	Annual	\$200,000.00	Will provide timely transportation of prisoners throughout California and the United States, pursuant to court orders or lawful arrest warrants. Transportation could possibly include required overnight lodging of the prisoners.	30-Jun-09
1008-08/09	6	Sheriff Department	Annual	\$700,000.00	Will provide electronic home detention/monitoring services for inmates who qualify for home detention as an alternative to jail incarceration.	30-Jun-09
1009-08/09	6	Sheriff Department	Annual	\$190,000.00	Will facilitate an evaluation process; develop logic model an performance indicators; conduct the evaluation and present findings; and make recommendations to all stakeholders involved.	19-Jul-09
2004-07/08	4	District Attorney's Office	Continuing	\$90,000.00	Will provide services women and transgender individuals who have experience sexual exploitation and violence. The special focus is low-income drug addict/women and girls who are currently in the criminal justice system.	30-Jun-09
2005-07/08	81	Public Health	Continuing	\$300,000,000.00	Will provide the following services to residents of San Francisco affected by HIV: case management, advocacy, mental health, psychosocial support, benefits eligibility, money management/representative payee, and transportation/vouchers.	30-Jun-18
2006-07/08	81	Public Health	Continuing	\$140,000,000.00	Will provide HIV Prevention programs, including individual risk reduction, prevention targeting behavioral risk populations; evaluation of prevention case managements and outreach.	30-Jun-18
2007-07/08	81	Public Health	Continuing	\$110,000,000.00	Will provide the following services to residents of San Francisco affected by HIV: comprehensive primary/clinical health care; TB-related diagnosis, monitoring, treatment, prevention education, community support, and training/technical assistance.	30-Jun-18
4173-07/08	40	San Francisco Public Utilities Commission	Regular	\$20,000,000.00	Will provide support to Program Controls staff in program and project scheduling, CPM scheduling, forecasting, change control, systems integration, cost control, cost estimating, and other program/project controls related services.	30-Sep-14
4174-07/08	40	San Francisco Public Utilities Commission	Regular	\$2,650,000.00	Will provide services to design, permit, supply, install and commission three (3) fully integrated and operational solar PV systems.	31-Aug-09
4176-07/08	40	San Francisco Public Utilities Commission	Regular	\$150,000.00	Will provide bait, trap, dispatch and removal of feral pigs from watershed lands to control the pig population on the Alameda and Peninsula Watersheds.	30-Jul-11

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA Dept. Code: MTA

Type of Request: [X] Initial [] Modification of an existing PSC (PSC # _____)

Type of Approval: [] Expedited [X] Regular ([] Omit Posting)

Type of Service: Pay-By-Phone Software and Support Services

Funding Source: Operating Budget PSC Duration: 9 years 8 weeks
PSC Amount: \$9,500,000 PSC Est. Start Date: 04/01/2015 PSC Est. End Date: 05/30/2024

1. Description of Work

A. Scope of Work:

The Pay-by-Phone (PBP) application contractor will provide software administration, maintenance, and support for the payment processing of credit cards to pay for parking meter usage. This service allows the public via the PBP payment method on personal smart phones (or other comparable devices) to pay for use at all metered spaces in the City, including those spaces under the jurisdiction of the Port of San Francisco ("Port").

B. Explain why this service is necessary and the consequence of denial:

The San Francisco Municipal Transportation Agency would like to continue providing the PBP payment method and sees it as a necessary service for the public in order to provide a convenient alternative to coin and smart card parking meter payment methods. Denial of this service would discontinue the PBP payment option for the public's use.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

This service was provided by PayByPhone (formerly Verrus) since April 11, 2011. Since the current contract model had no costs for the City and the contractor was paid through the assessment of a convenience fee, a personal services contract was not initiated.

D. Will the contract(s) be renewed? Yes. See attached hard copy of PSC.

2. Union Notification: On 10/08/2014, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021, SEIU 1021 Miscellaneous, Professional & Tech Engrs, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48657 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 01/05/2015

Civil Service Commission Action:

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

The service provider shall have demonstrated success with providing PBP Services for a minimum of three years prior to the date of submission of the proposal. The service provider shall currently provide PBP Services for a minimum of 10,000 metered spaces in North America markets of which at least 2 contracts are for 5,000 metered spaces. The service provider must have expertise in delivering highly customized software to meet the needs of the SFMTA. Must be able to provide training to greater than 300 end users.

B. Which, if any, civil service class(es) normally perform(s) this work?
1043,1070,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil service classes do not possess the knowledge and would not be able to perform the work due to the proprietary nature of the software.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No. The PBP software used for parking meters is proprietary.

5. Additional Information (if "yes", attach explanation)

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? See Attached Memorandum.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 10/08/2014 BY:

Name: Cynthia Hamada Phone: 415.701.5381 Email: cynthia.hamada@sfmta.com

Address: 1 South Van Ness Avenue, 6th Floor San Francisco, CA 94103

Receipt of Union Notification(s)

Hamada, Cynthia

From: dhr-psccordinator@sfgov.org on behalf of cynthia.hamada@sfmta.com
Sent: Wednesday, October 08, 2014 4:39 PM
To: Hamada, Cynthia; ablood@cirseiu.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; Hamada, Cynthia; Isen, Richard; DHR-PSCCoordinator, DHR
Subject: Receipt of Notice for new PCS over \$100K PSC # 48657 - 14/15

RECEIPT for Union Notification for PSC 48657 - 14/15 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 48657 - 14/15 for \$9,500,000 for Initial Request services for the period 04/01/2015 -- 05/30/2024. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/4046> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)



SFMTA
 Municipal
 Transportation
 Agency

Edwin M. Lee, Mayor

Tom Nolan, Chairman
 Gwyneth Borden, Director
 Jerry Lee, Director
 Cristina Rubke, Director

Cheryl Brinkman, Vice-Chairman
 Malcolm Heinicke, Director
 Joël Ramos, Director

Edward D. Reiskin, Director of Transportation

Date: October 8, 2014
 To: The Honorable Civil Service Commission
 From: Lorraine Fuqua *L.F. Fuqua*
 SFMTA Contract Administrator
 Financial Services and Contracts
 Subject: Attachment for PSC #48657-14/15

Please see the additional information provided below.

PSC DURATION

The SFMTA requests that the contract term be for five years with the option to extend for up to four additional years because the agency has experienced that a longer contract term for necessary services may result in a lower contract cost to the City. This is due to the benefits a longer duration offers to the contractor. Additionally, because the Pay-By-Phone smart phone application's software is proprietary, civil service classifications do not have access to and cannot maintain or support the application software.

Item 5.B. Will the contractor train City and County Employees?

- **Describe training and indicate approximate number of hours.**
 Two (2) hours of hands-on training for each 8214 Parking Control Officer, 8216 Senior Parking Control Officer, and 8219 Parking Enforcement Administrator on the Enforcement Component.

 Eight (8) hours of hands-on training for the 1823 Senior Administrative Analyst and 1824 Principal Administrative Analyst at their computer workstations on the PBP backend system to perform payment verification and statistical research when needed.
- **Indicate occupational type of City and County employee to receive training.**
 (290) 8214 Parking Control Officers, (34) 8216 Senior Parking Control Officers, (3) 8219 Parking Enforcement Administrators will be trained on the Enforcement Component. (1) 1823 Senior Administrative Analyst and (2) 1824 Principal Administrative Analysts trained to use the PBP's backend system.

PERSONAL SERVICES CONTRACT SUMMARY

DATE: October 8, 2014

DEPARTMENT NAME: San Francisco Municipal Transportation Agency DEPARTMENT NUMBER: 68

TYPE OF APPROVAL: () EXPEDITED (X) REGULAR (OMIT POSTING _____)
() CONTINUING () ANNUAL

TYPE OF REQUEST: (X) INITIAL REQUEST () MODIFICATION (PSC# _____)

TYPE OF SERVICE: Pay-By-Phone Software and Support Services

FUNDING SOURCE: Operating Budget

PSC AMOUNT: \$9,500,000.00 PSC DURATION: April 1, 2015 through May 30, 2024

1. **DESCRIPTION OF WORK**

A. Concise description of proposed work:

The Pay-by-Phone (PBP) application contractor will provide software administration, maintenance, and support for the payment processing of credit cards to pay for parking meter usage. This service allows the public via the PBP payment method on personal smart phones (or other comparable devices) to pay for use at all metered spaces in the City, including those spaces under the jurisdiction of the Port of San Francisco ("Port").

B. Explain why this service is necessary and the consequences of denial:

The San Francisco Municipal Transportation Agency would like to continue providing the PBP payment method and sees it as a necessary service for the public in order to provide a convenient alternative to coin and smart card parking meter payment methods. Denial of this service would discontinue the PBP payment option for the public's use.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):

This service was provided by PayByPhone (formerly Verrus) since April 11, 2011. Since the current contract model had no costs for the City and the contractor was paid through the assessment of a convenience fee, a personal services contract was not initiated.

D. Will the contract(s) be renewed:

Yes. It is the SFMTA's intent to provide the Pay-by-Phone service beyond the current agreement through the City's Request for Proposal process.

2. **UNION NOTIFICATION:** Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedures):

<u>IFPTE, Local 21</u>	<u><i>[Signature]</i></u>	<u>10/8/14</u>
Union Name	Signature of person mailing / faxing form	Date
<u>SEIU, Local 1021 Misc.</u>	<u><i>[Signature]</i></u>	<u>10/8/14</u>
Union Name	Signature of person mailing / faxing form	Date

RFP sent to _____ on _____
Union Name Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48657-14/15
STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:

SFMTA Approved
10/8/14 Emb

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The service provider shall have demonstrated success with providing PBP Services for a minimum of three years prior to the date of submission of the proposal. The service provider shall currently provide PBP Services for a minimum of 10,000 metered spaces in North America markets of which at least 2 contracts are for 5,000 metered spaces. The service provider must have expertise in delivering highly customized software to meet the needs of the SFMTA. Must be able to provide training to greater than 300 end users.

B. Which, if any, civil service class normally performs this work?

The civil service classifications 1043 IS Engineer - Senior and 1070 IS Project Director perform similar services, but do not possess the specific knowledge and permissions required to work with the vendor's proprietary software.

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil service classes do not possess the knowledge and would not be able to perform the work due to the proprietary nature of the software.


B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No. The PBP software used for parking meters is proprietary.

5. ADDITIONAL INFORMATION (if "yes," attach explanation)

	<u>Yes</u>	<u>No</u>
A. Will the contractor directly supervise City and County employees?	()	(X)
B. Will the contractor train City and County employees? - Describe training and indicate approximate number of hours. - Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate number to be trained. See attached.	(X)	()
C. Are there legal mandates requiring the use of contractual services?	()	(X)
D. Are there federal or state grant requirements regarding the use of contractual services?	()	(X)
E. Has a board or commission determined that contracting is the most effective way to provide this service?	()	(X)
F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?	()	(X)

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:



 Signature of Departmental Personal Services Contract Coordinator
 Parveen Boparai _____ (415) 701-5377
 Print or Type Name Telephone Number

 San Francisco Municipal Transportation Agency, Human Resources

 1 South Van Ness Avenue, 6th Floor, San Francisco, CA 94103
 Address

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE -- POL Dept. Code: POL

Type of Request: Initial Modification of an existing PSC (PSC # _____)

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Validation Service of Crime Lab Robotic Equipment

Funding Source: Natl Inst of Justice Grant PSC Duration: 51 weeks 3 days
PSC Amount: \$121,090 PSC Est. Start Date: 01/05/2015 PSC Est. End Date: 12/31/2015

1. **Description of Work**

A. Scope of Work:

Currently the San Francisco Police Department (SFPD) Forensic Biology unit owns a Tecan HID EVOLution 150 robot system. Federal standards require all new instrumentation utilized for casework to be validated prior to use. Vendor will provide validation services of the Tecan HID EVOLution 150 for use. Upon validation of the system, casework will be processed, increasing both the quality and efficiency of the Forensic Biology Unit.

B. Explain why this service is necessary and the consequence of denial:

Without the validation services or denial of services, the SFPD Forensic Biology Unit cannot use the Tecan HID EVOLution 150 robot system.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.
This a new service.

D. Will the contract(s) be renewed? Unknown at this time.

2. **Union Notification:** On 11/03/2014, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44709 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 01/05/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Only manufacturer trained technicians are authorized to validate the Tecan HID EVOLution 150 robot system with their own quantification and amplification chemistries.

B. Which, if any, civil service class(es) normally perform(s) this work?
8259,8260,8262,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
No

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

This is a very short term project. None of the City's Criminalist staff are authorized or trained to perform the work.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No. This is a very short term project. None of the City's Criminalist staff are authorized or trained to perform the work.

5. Additional Information (if "yes", attach explanation)

YES NO

- | | | |
|--|--------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee?
Please see attachment | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 12/04/2014 BY:

Name: Genie Wong Phone: (415) 553-1736 Email: Genie.Wong@sfgov.org

Address: 850 Bryant Street #511 San Francisco, CA 94103

Receipt of Union Notification(s)

Receipt of Notice for new PCS over \$100K PSC # 44709 - 14/15

X DELETE ← REPLY ← REPLY ALL → FORWARD ...



dhr-psccordinator@sfgov.org on behalf of Genie.Wong@sfgov.org **Mark as unread**

Mon 11/3/2014 1:33 PM

Inbox

To: Wong, Genie (POL); L21PSCReview@ifpte21.org; Wong, Genie (POL); Isen, Richard (TIS);
 DHR-PSCCoordinator, DHR (HRD);

Action Items

+ Get more apps

RECEIPT for Union Notification for PSC 44709 - 14/15 more than \$100k

The POLICE -- POL has submitted a request for a Personal Services Contract (PSC)

44709 - 14/15 for \$121,090 for Initial Request services for the period 01/05/2015 - 12/31/2015. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/4152> For union notification, please see the

TO: field of the email to verify receipt. If you do not see all the unions you

intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PSC# 44709-14/15

5B. Will the contractor train employees? If so, please explain what that will entail; if not, explain why not.

No.

Describe Training including number of hours. Indicate occupational type of employees. If no training, please explain:

Only manufacturer trained technicians are authorized to validate the Tecan HID EVOultion 150 robot system with their own quantification and amplification chemistries. No work will be needed after equipment is validated.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC Dept. Code: PUC

Type of Request: [X] Initial [] Modification of an existing PSC (PSC # _____)

Type of Approval: [] Expedited [X] Regular ([] Omit Posting)

Type of Service: Utility Rate Consulting (PRO 0006 14)

Funding Source: SFPUC General Fund PSC Duration: 1 year 30 weeks
PSC Amount: \$200,000 PSC Est. Start Date: 05/01/2015 PSC Est. End Date: 12/01/2016

1. Description of Work

A. Scope of Work:

An independent analysis and review of revenue, costs of service, and rates for the electric utilities under the jurisdiction of the San Francisco Public Utilities Commission (SFPUC). Contract work consists of development of annual revenue requirement for electric service, allocation of the annual revenue requirement to retail classes of service based on their respective service requirements and development of schedules of electric rates to recover allocated costs from each retail customer class.

B. Explain why this service is necessary and the consequence of denial:

The San Francisco City Charter Section 8B.125 requires an independent review be done at least every five years. The last review was in 2010. It is necessary that a contract will be issued to an independent consultant to comply with the requirement of the City Charter Section 8B.125. If a contract will not be approved, SFPUC will not be in compliance with the City Charter.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most

recently approved PSC # and upload a copy of the PSC. This service became necessary after the approval of the Charter Section 8B.125 in 2002. This service was provided in the past via PSC No. 4024-10/11 (CS-159) which has expired.

D. Will the contract(s) be renewed? No.

2. Union Notification: On 11/10/2014, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45542 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 01/05/2015

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise:
 Knowledge of electric utility design and operation, knowledge to assign annual revenues to categories of costs based on utility function, knowledge to develop units of service based on energy use and demand by service level, and knowledge of rates structures and design principles. Ability to communicate results to Commission, Rate Fairness Board, and SFPUC management and other stakeholders. Minimum of fifteen (15) years of experience providing rate consulting service to utilities similar in size and complexity as the SFPUC.
- B. Which, if any, civil service class(es) normally perform(s) this work?
 none,
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
 No.

4. Why Classified Civil Service Cannot Perform

- A. Explain why civil service classes are not applicable:
 The City Charter Section 8B.125 requires that in setting retail rates, fees and charges the SFPUC shall retain an independent rate consultant to conduct rate and cost of service studies for each utility at least every five years. As such, the SFPUC cannot obtain these services through available City resources.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.
 No. The Charter Section 8B.125 is very specific about hiring an independent consultant, so the work cannot be performed by any City civil service class.

5. Additional Information (if "yes", attach explanation)

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? See attachment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services? San Francisco Charter Section 8B.125.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 12/08/2014 BY:

Name: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfwater.org
 Address: 525 Golden Gate Avenue, 8th Floor San Francisco, CA 94102

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of SJackson@sfgwater.org
To: [Jackson, Shamica](mailto:Jackson.Shamica); agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pachell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; groio@local39.org; iduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfmsa@gmail.com; mshellev@dc16.us; david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedv4864@aol.com; camaquev@sfmea.com; ecdemvoter@aol.com; tiva.thlang@seiu1021.org; Jackson, Shamica; Isen, Richard; DHR-PSCCoordinator, DHR
Subject: Receipt of Notice for new PCS over \$100K PSC # 45542 - 14/15
Date: Monday, November 10, 2014 10:50:11 AM

RECEIPT for Union Notification for PSC 45542 - 14/15 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 45542 - 14/15 for \$200,000 for Initial Request services for the period 05/01/2015 – 12/01/2016. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/4188> For union notification, please see the

TO: field of the email to verify receipt. If you do not see all the unions you

intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PSC# 45542-14/15

5B: Will the contractor train employees? If so, please explain what that will entail; if not, explain why not.:

no

Describe Training including number of hours. Indicate occupational type of employees. If no training, please explain:

The utility rate analysis must be performed by an independent consultant, per City Charter Section 8B.125, so it is not necessary to train City and County employees to do the work.

PSC# 45542-14/15

The San Francisco City Charter Section 8B.125.

SEC. 8B.125. RATES.

Notwithstanding Charter sections 2.109, 3.100 and 4.102 or any ordinance (including, without limitation, Administrative Code appendix 39), the Public Utilities Commission shall set rates, fees and other charges in connection with providing the utility services under its jurisdiction, subject to rejection - within 30 days of submission - by resolution of the Board of Supervisors. If the Board of Supervisors fails to act within 30 days the rates shall become effective without further action.

In setting retail rates, fees and charges the Commission shall:

1. Establish rates, fees and charges at levels sufficient to improve or maintain financial condition and bond ratings at or above levels equivalent to highly rated utilities of each enterprise under its jurisdiction, meet requirements and covenants under all bond resolutions and indentures, (including, without limitation, increases necessary to pay for the retail water customers' share of the debt service on bonds and operating expenses of any state financing authority such as the Regional Water System Financing Authority), and provide sufficient resources for the continued financial health (including appropriate reserves), operation, maintenance and repair of each enterprise, consistent with good utility practice;
2. Retain an independent rate consultant to conduct rate and cost of service studies for each utility at least every five years;
3. Set retail rates, fees and charges based on the cost of service;
4. Conduct all studies mandated by applicable state and federal law to consider implementing connection fees for water and clean water facilities servicing new development;
5. Conduct studies of rate-based conservation incentives and/or lifeline rates and similar rate structures to provide assistance to low income users, and take the results of such studies into account when establishing rates, fees and charges, in accordance with applicable state and federal laws;
6. Adopt annually a rolling 5-year forecast of rates, fees and other charges; and
7. Establish a Rate Fairness Board consisting of seven members: the City Administrator or his or her designee; the Controller or his or her designee; the Director of the Mayor's Office of Public Finance or his or her designee; two residential City retail customers, consisting of one appointed by the Mayor and one by the Board of Supervisors; and two City retail business customers, consisting of a large business customer appointed by the Mayor and a small business customer appointed by the Board of Supervisors.

The Rate Fairness Board may:

- i. Review the five-year rate forecast;
- ii. Hold one or more public hearings on annual rate recommendations before the Public Utilities Commission adopts rates;
- iii. Provide a report and recommendations to the Public Utilities Commission on the rate proposal; and
- iv. In connection with periodic rate studies, submit to the Public Utilities Commission rate policy recommendations for the Commission's consideration, including recommendations to reallocate costs among various retail utility customer classifications, subject to any outstanding bond requirements.

These provisions shall be effective January 3, 2003 for the setting of retail rates, fees and charges related to the clean water system. If the voters approve bonds for the Public Utilities Commission's Capital Improvement Program at the November 5, 2002 election then the provisions of this section shall take effect on July 2, 2006 for the setting of retail rates, fees and charges related to the water system. If the voters do not approve such bonds then this section will take effect on January 3, 2003.

(Added November 2002)

PSC# 45542-14/15

This service has been provided in the past by PSC # 4024-10/11 (CS-159)



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM
MAYOR

E. DENNIS NORMANDY
PRESIDENT

DONALD A. CASPER
VICE PRESIDENT

MORGAN R. GORRONO
COMMISSIONER

LISA SEITZ GRUWELL
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

MINUTES Regular Meeting August 16, 2010

2:00 p.m.
ROOM 400, CITY HALL
1 Dr. Carlton B. Goodlett Place

CALL TO ORDER

2:05 p.m.

ROLL CALL

President E. Dennis Normandy	Present
Vice President Donald A. Casper	Present
Commissioner Morgan R. Gorrondo	Not Present (Notified absence)
Commissioner Lisa Seitz Gruwell	Present
Commissioner Mary Y. Jung	Present

President E. Dennis Normandy presided.

President Normandy welcomed Lisa Seitz Gruwell as the newest Commissioner to the Civil Service Commission.

APPROVAL OF MINUTES

Regular Meeting of August 2, 2010

Action: Approve. (Vote of 4 to 0)

ANNOUNCEMENTS

The Executive Officer announced that due to the Labor Day Holiday, there will only be one meeting in September which will be held on September 20, 2010.

0282-10-8

Review of request for approval of proposed personal services contracts.
(Item No. 4)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4023-10/11	Human Resources	\$150,000	Consultant will work with Airport and Department of Human Resources ("DHR") staff to improve and expand upon the functionality of DHR's internal Classification database, and develop a consistent methodology for improving classification decisions. Consultant will work with City staff to redesign and develop a database tool to categorize knowledge, skills, abilities, and corresponding activities and tasks consistent with the principles of industry accepted standards, such as O*NET. This new tool will ensure Citywide consistency within the classification plan and will facilitate appropriate classification selections based on multi-level search criteria that accurately reflect duties and responsibilities of the position. The goal of this service is to create a highly efficient, standardized, front-end, interactive database tool designed to minimize the potential for appointing officers to make classification decisions based solely on desired pay or other preconceived notions that result in inappropriate grade inflation (e.g., making an appointment to a manager classification when an advanced technical level classification would be more appropriate for the duties and the responsibilities of the position), and reduce inconsistencies and perceived subjectivity in classification decisions throughout the City.	Regular	12/31/11
4024-10/11	Public Utilities Commission	\$139,000	Contract work consists of development of annual revenue requirement for electric service, allocation of the annual revenue requirement to retail classes of service base on their respective service requirements and development of schedules of electric rates to recover allocated costs from each retail customer class. Contract deliverables in addition to schedules of rates include the development of cost of service model to permit Hetch Hetchy (HH) staff to annually update the cost of service analysis.	Regular	12/31/12
4025-10/11	Public Utilities Commission	\$2,500,000	Provide municipal financing advisory services to the SFPUC in the structuring and competitive sale of taxable and tax-exempt revenue bonds, taxable and tax-exempt commercial paper, certificates of participation, Clean Renewable Energy Bonds (CREBs), Qualified Energy Conservation Bonds (QECBs), and other forms of municipal financing.	Regular	09/15/17



Speakers:

Steve Ponder and Ted Yamasaki, Department of Human Resources spoke on PSC #4023-10/11.
William Laws, Public Utilities Commission spoke on PSC #4024-10/11.

Action:

Adopt the report; Approve request for proposed personal services contracts. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

0283-10-1 **Municipal Transportation Agency's Report on Appointments Exempt from Civil Service under Charter Section 10.104.16 through 10.104.18. (Item No. 5)**

Speakers: None.

Action: Adopt the report. (Vote of 4 to 0)

0284-10-1 **Municipal Transportation Agency's Report on Provisional Appointments. (Item No. 6)**

Speakers: None.

Action: Adopt the report. (Vote of 4 to 0)

0325-09-7 **Determination of future employability: Dismissal of permanent civil service appointment of Rodney Green, Transit Operator (Job Code 9163) with the Municipal Transportation Agency. (Item No. 7)**

June 7, 2010: Continue to a meeting mutually agreeable to all parties and when Mr. Green's attorney can be present.

Speakers: None.

Action: The Municipal Transportation Agency has withdrawn its recommendation of: Cancel any current examination and eligibility status; Future employment subject to the review and approval of the Human Resources Director after satisfactory completion of two (2) years work experience outside City and County service; No future employment with the San Francisco Municipal Transportation Agency. There are no restrictions, making the appeal moot. Close file. (Vote of 4 to 0)

0092-09-7 **Determination of future employability: Dismissal of permanent civil service appointment of James Ross, Fare Collector (Job Code 9110) with the Municipal Transportation Agency. (Item No. 8)**

May 3, 2010: Postpone to the meeting of June 7, 2010 at the request of Charles Davis, Attorney.

June 7, 2010: Continue to the meeting of August 16, 2010 at the request of Charles Davis, Attorney.

Speakers: None.

Action: The Municipal Transportation Agency has withdrawn its recommendation of: Cancel any current examination and eligibility status; No future employment with the San Francisco Municipal Transportation Agency. There are no restrictions, making the appeal moot. Close file. (Vote of 4 to 0)

- 0165-09-4** **Appeal by Ryan Young of his background rejection for a Public Safety Communications Dispatcher (Job Code 8238) position with the Department of Emergency Management. (Item No. 9)**
- Speakers:** Terrence Daniel, Department of Emergency Management
- Action:** Continue to a Special Meeting to be held prior to the Regular Meeting of September 20, 2010. Mr. Young failed to appear.
-
- 0525-08-6** **Appeal by Oluchi Nnachi, Charles E. Lewis and Robert Taylor, former 8324 Supervising Counselors at Juvenile Hall, of the Human Resources Director's determination of insufficient evidence to make a finding of disparate treatment discrimination and/or retaliation. (Item No. 10)**
- Speakers:** Janie White, Department of Human Resources
Peter Finn, Teamsters Local 856
John Radogno, Teamsters Local 856
Allison McGee, Juvenile Probation Department
- Action:** Adopt the report. Sustain the decision of the Human Resources Director; deny the appeal by Oluchi Nnachi, Charles E. Lewis and Robert Taylor. (Vote of 4 to 0)
-
- 0285-10-1** **Request for permanent status grants to Near List employees with temporary civil service status in Class 1406 Senior Clerk at the Department of Public Health upon completion of the applicable probationary period. (Item No. 11)**
- Speakers:** Elizabeth Jacobi, Department of Public Health
Gregory Cross, SEIU Local 1021
Anita Sanchez, Executive Officer, Civil Service Commission
Micki Callahan, Human Resources Director
- Action:** Approve request for permanent status grants to Near List employees with temporary civil service status in Class 1406 Senior Clerk at the Department of Public Health upon completion of the applicable probationary period.
(Vote of 4 to 0)

0269-10-1 **Consideration of Proposed Changes to Commission Meeting Procedures; including, but not limited to having Public Comment on matters under the jurisdiction of the Commission at the beginning of the meeting; use of timer during 3 minute limit for public comment and require justification with requests to sever items on the Ratification Agenda. (Item No. 12)**

August 2, 2010: Directed the Executive Officer to place item on calendar as an action item.

Speakers: Joe Brenner, IFPTE Local 21

Action: Approve the changes in the order of the Commission Meeting Agenda. (Vote of 4 to 0)

Note: Following public comment this item was continued to a future meeting to allow input from employee organizations on procedures for hearing personal service contracts at Commission meetings. (Vote of 4 to 0)

0287-10-1 **General Update on the Department of Human Resources Activities and Issues. (Item No. 13)**

Speakers: Micki Callahan, Human Resources Director

Action: No action was taken.

REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION (Item No. 14)

None.

COMMISSIONERS' ANNOUNCEMENTS/REQUESTS (Item No. 15)

Vice President Casper inquired about an article in the San Francisco Chronicle regarding the San Francisco Police Department deploying civilians to conduct preliminary investigations of low-level crimes and the lack of civil service classifications to perform such investigations. He made a second request that the Commission be given information regarding which classifications, if any do now exist that can perform the work.

Vice President Casper requested the Executive Officer to gather information on the reason for the postponement of Part II of the examination for the H-50 Assistant Chief of the San Francisco Fire Department. He further asked that the gathering of information not interfere with the future administration of Part II of the examination nor jeopardize the examination's security.

ADJOURNMENT (Item No. 16)

4:24 p.m.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: RECREATION AND PARK COMMISSION -- REC Dept. Code: REC

Type of Request: [X] Initial [] Modification of an existing PSC (PSC # _____)

Type of Approval: [] Expedited [X] Regular ([] Omit Posting)

Type of Service: Marina, Coastal and Civil Engineering Support Services

Funding Source: Rec & Park / Pac Gas & Electric PSC Duration: 3 years
PSC Amount: \$800,000 PSC Est. Start Date: 01/01/2015 PSC Est. End Date: 12/31/2017

1. Description of Work

A. Scope of Work:

The Recreation and Park Department(RPD) is seeking the services of engineering firms with marina and coastal engineering expertise that can deliver a Criteria Package for the waterside improvements to the Marina Yacht Harbor, East Harbor, which RPD intends will be performed under separate contract by a design-builder. This consultant shall be tasked with providing preliminary design services for marina, coastal and general civil engineering, and consulting support services during the design/build process. Landside improvement designs will be prepared by the City and County of San Francisco's Department of Public Works (DPW).

B. Explain why this service is necessary and the consequence of denial:

RPD has entered into a cost sharing agreement with Pacific Gas & Electric (PG&E) for the dredging, containment and capping of contaminated sediments in the San Francisco Marina's East Basin, and the associated re-building of the harbor after the remediation is complete. RPD and PG&E are working cooperatively to move the project forward as quickly as possible to in order to remove contaminated sediments at the site. The goal of the project team is to commence construction in June 2016. Design and permitting for the dredging work scope is currently underway. If this PSC is denied, then remediation of contaminated sediment will be delayed beyond approved permit dates.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

RPD secured the services of a marine engineering firm in 2007. RPD secured the services of a marine, coastal and engineering team for the design of the first phase of the project (West Harbor) in 2008 (PSC #4055-08/09). The West Harbor project was completed in 2013.

D. Will the contract(s) be renewed? Yes, if necessary to complete the required services.

2. Union Notification: On 10/22/2014, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41501 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 01/05/2015

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise:
Required experience includes, but is not limited to the following: experience designing recreational marina facilities, breakwaters, or piers in San Francisco Bay; experience in conducting storm wave analysis of high-energy seasonal events; experience in working with regulatory agencies; U.S. Army Corps of Engineers, San Francisco Regional Water Quality Control Board, and Bay Conservation and Development Commission; experience in surveying using Global Positioning Systems; and experience overseeing in-water construction.
- B. Which, if any, civil service class(es) normally perform(s) this work?
5212,5211,5241,5366,5364,5362,
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
No

4. Why Classified Civil Service Cannot Perform

- A. Explain why civil service classes are not applicable:
While the various Civil Engineering classifications work in support of RPD on many capital projects, the classes do not have the training and expertise in marine engineering, and have little or no experience in recreational marina design. Furthermore, specialized expertise is necessary related to the complex permitting and approval processes of the multiple regulatory agencies that oversee work on San Francisco Bay waterways.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.
It would not be practical to adopt a new class due to the specialized nature of marina design and the limited number of facilities of this type under the jurisdiction of the City and County of San Francisco.

5. Additional Information (if "yes", attach explanation)

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 12/09/2014 BY:

Name: Sean McFadden Phone: 415 831 2779 Email: sean.mcfadden@sfgov.org
 Address: 501 Stryan Street San Francisco, CA 94117

Receipt of Union Notification(s)

From: DHR-PSCCoordinator, DHR (HRD)
Sent: Thursday, December 11, 2014 4:08 PM
To: McFadden, Sean (REC)
Subject: FW: Receipt of Notice for new PCS over \$100K PSC # 41501 - 14/15

Best Wishes,
Suzanne Choi
Citywide PSC Coordinator
415-557-4886

Note: For all inquiries/correspondences regarding Personal Services Contracts (PSCs) please send requests directly to DHR-PSCCoordinator@sfgov.org for record keeping and review processing. Please do not send them to my email address because it may be overlooked. Thank you

-----Original Message-----

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of sean.mcfadden@sfgov.org
Sent: Wednesday, October 22, 2014 1:48 PM
To: McFadden, Sean (REC); L21PSCReview@ifpte21.org; Webster, Bridget (REC); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 41501 - 14/15

RECEIPT for Union Notification for PSC 41501 - 14/15 more than \$100k

The RECREATION AND PARK COMMISSION -- REC has submitted a request for a Personal Services Contract (PSC) 41501 - 14/15 for \$800,000 for Initial Request services for the period 01/01/2015 □ 12/31/2017. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/4061> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PSC # 41501-14/15

This service has been provided in the past with PSC 4055-08/09.



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM
MAYOR

DONALD A. CASPER
PRESIDENT

MORGAN R. GORRONO
VICE PRESIDENT

MARY Y. JUNG
COMMISSIONER

E. DENNIS NORMANDY
COMMISSIONER

YU-YEE WU SHERIDAN
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

November 6, 2008

NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED
PERSONAL SERVICES CONTRACT NUMBERS 4051-08/09
THROUGH 4057-08/09 AND 4137-06/07.**

At its meeting of November 3, 2008 the Civil Service Commission had for its consideration the above matter.

PLEASE NOTE: *It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval.*

It was the decision of the Commission to adopt the Human Resources Director's report. Notify the offices of the Controller and the Purchaser.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

ANITA SANCHEZ
Executive Officer

Attachment

- c: Shawn Allison, Department of Telecommunications and Information Services
Parveen Boparai, Municipal Transportation Agency
Micki Callahan, Human Resources Director
Connie Chang, Public Utilities Commission
Gordon Choy, Department of Public Works
Shamica Jackson, Public Utilities Commission
Jennifer Johnston, Department of Human Resources
Naomi Kelly, Office of Contract Administration
Lynn Khaw, Administrative Services-Office of Contract Administration
Sean McFadden, Recreation & Parks Department
Brigette Rockett, Department of Human Resources
Ben Rosenfield, Controller
Commission File
Chron

POSTING FOR
November 03, 2008

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

PSC No.	DeptNo	DeptName	Approval Type	Contract Amount	Description of work	Duration
4051-08/09	35	San Francisco Municipal Transportation Agency	Regular	\$5,000,000.00	Will provide professional and technical services to support the SFMTA Rail Vehicles Rehabilitation and Replacement Program on an as-needed basis.	31-Jan-14
4052-08/09	36	San Francisco Municipal Transportation Agency	Regular	\$4,000,000.00	Will provide professional and technical services to support the Rubber Tire Vehicle Replacement program on an as-needed basis.	31-Jan-14
4053-08/09	40	San Francisco Public Utilities Commission	Regular	\$100,000.00	Will provide treatment to the City's source water reservoirs with a new chemical (sodium carbonate peroxyhydrate) to control algal growth.	14-Jan-09
4054-08/09	40	San Francisco Public Utilities Commission	Regular	\$9,900,000.00	Will provide as-needed environmental tasks for the SFPUC Water System Improvement Project (WSIP) and non-WSIP projects, such as providing specialized natural resource, environmental, and environmental planning expertise and services.	30-Mar-14
4056-08/09	42	San Francisco Recreation and Park Dept	Regular	\$1,500,000.00	Will provide preliminary design services for marina, coastal and general civil engineering, dredge design and consulting support services during the design/build process.	01-Jul-13
4056-08/09	70	Office of Contract Administration-Purchasing	Regular	\$120,000,000.00	Will provide as-needed, project specific services for a variety of highly specialized information technology (IT) projects.	31-Dec-11
4057-08/09	90	Public Works	Regular	\$450,000.00	Will provide advancement and management of funds for the Project Pull summer Internship program. Funds will be disbursed for Intern salaries and program enrichment activities.	30-Jun-12



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: RECREATION AND PARK COMMISSION – REC Dept. Code: REC

Type of Request: [X] Initial [] Modification of an existing PSC (PSC # _____)

Type of Approval: [] Expedited [X] Regular ([] Omit Posting)

Type of Service: Architecture and Engineering Services

Funding Source: Capital Funds PSC Duration: 5 years 1 day
PSC Amount: \$1,200,000 PSC Est. Start Date: 01/01/2015 PSC Est. End Date: 01/01/2020

1. Description of Work

A. Scope of Work:

Provide full Architectural and Engineering (A/E) services for the Garfield Pool Renovation. This includes all services necessary for schematic design phase, design development, participation in presentations to stakeholders. In addition, complete construction documents for permitting, all services required for the construction administration phase and project closeout. A/E firm shall also provide cost estimating services during the course of the project.

B. Explain why this service is necessary and the consequence of denial:

This service is a necessary part of the voter approved implementation of the 2012 Clean & Safe Neighborhood Parks Bond. Failure to approve will put a halt to the project as DPW staff do not have aquatic facility design experience required.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

These services have been provided in the past through the Bureau of Architecture and private consultants. An example is Balboa Pool Renovation Project PSC #4046 13/14 for ELS/Kuth Ranieri Joint Venture

D. Will the contract(s) be renewed? No.

2. Union Notification: On 10/15/2014, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45873 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 01/05/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
 A/E services include Civil, Landscape, Structural, Mechanical, Electrical, specification writing & cost estimating throughout the permit and bidding, Construction Administration and Warranty Phases.

B. Which, if any, civil service class(es) normally perform(s) this work?
 5203,5211,5212,5214,5268,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
 No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The Recreation and Park Department is embarking on a new programmatic philosophy in our Aquatics centers, hence seeking out firms with appropriate experience in new trends in the Aquatic industry to suit our goals and a new approach to integrated design, including hydrothermal performance of aquatic facilities, i.e. moisture movement, thermal comfort and indoor air quality. Current Department of Public Works staff does not possess the experience in aquatic facility design to provide support for this effort.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No, as outlined in 4A, Recreation and Park Department is seeking a design firm to achieve this need. This is a niche project and not often needed by the department.

5. Additional Information (if "yes", attach explanation)

YES NO

- | | | |
|--|--------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
 ON 11/21/2014 BY:

Name: Sean McFadden Phone: 415 831 2779 Email: sean.mcfadden@sfgov.org

Address: 501 Stanyan Street San Francisco, CA 94117

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of sean.mcfadden@sfgov.org
Sent: Wednesday, October 15, 2014 2:10 PM
To: McFadden, Sean (REC); L21PSCReview@ifpte21.org; Webster, Bridget (REC);
Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 45873 - 14/15

RECEIPT for Union Notification for PSC 45873 - 14/15 more than \$100k

The RECREATION AND PARK COMMISSION -- REC has submitted a request for a Personal Services Contract (PSC) 45873 - 14/15 for \$1,200,000 for Initial Request services for the period 01/01/2015 □ 01/15/2020. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/4038> For union notification, please see the

TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

Explanation Regarding Duration

For all PSCs if the duration requested is 5 years or more, an explanation is required- historical PSC required:

Pool renovation projects are historically long in planning, design and construction. This effort will continue through construction phase, but should not be longer than 5 years.

PSC #45873-14/15

This service has been provided in the past by PSC #4046 13/14



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

Sent via Electronic Mail

November 22, 2013

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 4025-13/14; 4043-13/14 THROUGH 4052-13/14 AND 4078-09/10.

At its meeting of November 18, 2013 the Civil Service Commission had for its consideration the above matter.

PSC #4025-13/14 was postponed to the meeting of December 2, 2013 at the request of the Public Utilities Commission. The Department of the Environment withdrew its request for approval of PSC #4043-13/14.

As for the remainder of the requests for approval of personal services contracts, the Commission took the following actions:

- 1) Approved PSC #4049-13/14, but for a period of five years only, and with the following conditions: that the Municipal Transportation Agency report back to the Commission before the contract is signed; and that the Municipal Transportation Agency provide a follow-up status report in two years. (Vote of 5 to 0)
- 2) Adopted the report. Approved the request for all remaining proposed personal services contracts (PSC #4043-13/14, PSC numbers 4045-13/14 through 4048-13/14, PSC numbers 4050-13/14 through 4052-13/14, and PSC #4078-09/10). (Vote of 5 to 0)

PLEASE NOTE: *It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval. Please share it with everyone responsible for follow-up.*

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

JENNIFER JOHNSTON
Executive Officer

Cc: Parveen Boparai, Municipal Transportation Agency
Rachel Buerkle, Department of Environment
Micki Callahan, Department of Human Resources
Kendall Gary, Department of Technology
Shamica Jackson, Public Utilities Commission
Joan Lubamersky, General Services Agency
Allison Magee, Office of the Assessor-Recorder
Sean McFadden, Recreation & Park Department
Ben Rosenfield, Controller's Office
Jaci Feng, Office of Contract Administration
Commission File
Chron

POSTING FO.
11/18/2013

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4025-13/14	40	Public Utilities Commission	Regular	\$5,000,000	The proposed work includes inspection and observation of testing of equipment, machinery and products to be furnished for Water and Wastewater Treatment Plants, water distribution and wastewater collection projects. Services include inspection, surveillance, sampling and testing of structural steel, fabricated steel pipe, mechanical and electrical equipment and large-diameter valves conducted at various procurement facilities, both national and international.	12/1/2013 - 12/1/2018
4043-13/14	02	Assessor	Regular	\$3,000,000	The Office of the Assessor Recorder (ASR) seeks a comprehensive commercial off the shelf recorder system that is a fully integrated, turnkey software solution. The system must be able to capture and streamline the recording business process that enables the Recorder Division to record an average of 260,000 documents per year. Functions will include document intake, examination, payment, scan and digitization, indexing, publication, and management of documents for the public, title companies, and government agencies on a walk-in, mail-in, and electronic basis. Services will include software solution licenses, hardware and peripherals procurement, system design, configuration, testing, installation, and implementation, along with data migration and conversion, change management assistance and staff training, and system documentation, maintenance, support, and troubleshooting.	4/1/2014 - 3/31/2019
4044-13/14	22	Environment	Regular	\$35,000,000	Provide implementation support for major elements of an on-going energy efficiency partnership program with PG&E and for other grant funded projects. Provide the Department of the Environment with as-needed professional support for energy efficiency, renewables, and climate change activities, to include engineering, technical analysis, research, testing, certification, and policy development.	7/1/2014 - 6/30/2020
4045-13/14	40	Public Utilities Commission	Regular	\$175,000	SFPUC's three (3) new local water treatment facilities were installed under construction contracts ending last quarter of fiscal year 2012-2013. Due to number of changes of plant configuration during construction the controls for these facilities require modifications to meet the California Department of Public Health (CalDPH) treatment and reporting requirements. The work will consist of modifying, upgrading, and reconfiguration of control, instrumentation, and reporting elements of Programmable Logic Controllers (PLC) programs and Human Machine Interfaces (HMI) displays.	12/1/2013 - 10/31/2015
4046-13/14	42	Recreation & Park Commission	Regular	\$1,200,000	Provide full Architectural and Engineering services for the Balboa Pool Renovation. This includes all services necessary for schematic design phase, design development, participation in presentations to members of the public, Parks and Recreation Open Space Committee, and Recreation and Parks Department Commission. In addition, complete construction documents for permitting, all services required for the construction administration phase and project closeout. Architectural and Engineering firm shall also provide cost estimating services during the course of the project.	10/31/2013 - 10/20/2018
4047-13/14	68	Municipal Transportation Agency	Regular	\$200,000	The consultant will provide strategic communications advice, and develop and produce an umbrella campaign that conveys a comprehensive story about the San Francisco Municipal Transportation Agency (SFMTA), its services and the value it provides to San Francisco's transportation systems. The consultant will produce a comprehensive marketing campaign that includes dynamic and creative digital, print and video ads within a short timeframe.	11/18/2013 - 1/30/2015

160

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4048-13/14	68	Municipal Transportation Agency	Regular	\$500,000	The Contractor will work collaboratively with the San Francisco Municipal Transportation Agency's (SFMTA) office staff, front-line employees, and the public to provide analytical support for evaluations that require surveying. Projects may include, but are not limited to, the following: 1) assessing the impact of All-Door Boarding on fare compliance rates; 2) evaluating the impacts of the Free Muni for Youth Pilot Program; 3) refining customer and employee satisfaction survey methodology; and 4) general public surveying as needed.	12/2/2013 - 12/1/2018
4049-13/14	35	Municipal Transportation Agency	Regular	\$7,200,000	The contractor will provide dental, vision and possibly disability benefits to qualifying San Francisco taxi drivers. The contractor will also administer the benefits program and ensure timely claim, accounting and reporting services. The contractor will provide oversight on the plan and providers to establish and maintain benefit plans for qualified participants. The contractor will provide these benefits at a group rate that the taxi drivers are unable to obtain from their associated taxi companies.	2/1/2014 - 1/31/2023
4050-13/14	70	General Services Agency	Regular	\$150,000	Advising City management through highly specialized equipment surveys, analysis, cost estimates, and expert consultant reports for planned elevator and escalator repairs, modernization, upgrades, and equipment maintenance planning of existing vertical transportation equipment at City-owned and/or operated facilities.	12/1/2013 - 1/30/2016
4051-13/14	75	Dept.of Technology	Regular	\$250,000	The City is purchasing mainframe equipment to replicate the information on the City's current mainframe equipment currently installed at 200 Paul, so that in the event of a disaster, natural or otherwise, the information from the mainframe is accessible and current. The City is seeking a vendor to install mainframe equipment, for the City's Disaster Recovery/Business Continuity project that are proprietary to the manufacturer and if installed by any other vendor would void the warranty of the equipment.	11/19/2013 - 1/18/2014
4052-13/14	75	Dept.of Technology	Regular	\$500,000	The Department of Technology is seeking a vendor to duplicate a highly reliable phone system for the new Public Safety Building at Mission Bay. The primary processor will be installed at the new Public Safety Building and the secondary processor at a site to be determined. The new system will support staff at the Public Safety Building and be networked to the existing San Francisco Police Department Avaya Private Branch Exchanges to provide 5 digit dialing and a common voice mail (full message waiting indicator functionality required).	11/19/2013 - 1/18/2014

Total Amount - Regular: \$53,175,000

PROPOSED PERSONAL SERVICES CONTRACTS
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No	DeptNo	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date - End Date
4078-09/10	40	Public Utilities Commission	Regular	\$0	\$1,000,000	The main purpose of this contract is to provide as-needed professional services for microbiological based analytical testing encompassing: 1) specialized methods that the Water Quality Division Laboratories (WQDL) are not capable of performing internally, 2) backup testing services for the procedures that the WQDL performs in-house, 3) emergency response support, and 4) laboratory and consulting services for test method development and validation.	1/1/2010 - 6/30/2016

Sum of Modified Amounts: \$0

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - TECHNOLOGY - TIS Dept. Code: TIS

Type of Request: Initial Modification of an existing PSC (PSC # _____)

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Esri Geographic Information System (GIS) Software Training, and Project Consulting Services

Funding Source: Enterprise and General Funds PSC Duration: 3 years 37 weeks

PSC Amount: \$750,000 PSC Est. Start Date: 01/09/2015 PSC Est. End Date: 09/30/2018

1. Description of Work

A. Scope of Work:

Training users on the citywide Enterprise Licensed Esri Geographic Information System (GIS) Software products, and Geographic Information System (GIS) Project consulting

B. Explain why this service is necessary and the consequence of denial:

This service is necessary to provide training and project consulting for Citywide use of Esri's Geographic Information System (GIS) Software products on an as-needed basis. These services require special technical knowledge of Esri products. These products are critical to the functions of multiple City Departments and if denied will adversely affect their operations.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.
On-site Training and Professional Services have not previously been provided by the vendor.

D. Will the contract(s) be renewed? Yes

2. Union Notification: On 10/20/2014, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43213 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 01/05/2015

Civil Service Commission Action:

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
 Specialized proprietary technical knowledge of Esri Desktop and Server-side Geographic Information System (GIS) Software products, Geographic Information System (GIS) Technical Requirement and Solution Development, Geographic Information System (GIS) Project Management and Implementation, Geographic Information System (GIS) Software Training.

B. Which, if any, civil service class(es) normally perform(s) this work?
 1043,1044,1053,1063,1033,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
 No

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Training and Project Consulting Services require extensive proprietary technical knowledge of Esri Geographic Information System (GIS) Software products

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No, because the services require proprietary technical knowledge and expertise with Esri Geographic Information System (GIS) Software.

5. Additional Information (if "yes", attach explanation)

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? Please see attachment "PSC 43213 14-15 Training Services Description"	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? See "Current Contract Notes" attachment	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 11/25/2014 BY:

Name: Jolie Gines Phone: 415 581 3974 Email: jolie.gines@sfgov.org

Address: 1 South Van Ness Ave 2nd Floor San Francisco, CA 94103

Receipt of Union Notification(s)

Renteria, Jason (TIS)

From: dhr-psccordinator@sfgov.org on behalf of jolie.gines@sfgov.org
Sent: Monday, October 20, 2014 4:12 PM
To: Gines, Jolie; L21PSCReview@ifpte21.org; Renteria, Jason (TIS); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43213 - 14/15

RECEIPT for Union Notification for PSC 43213 - 14/15 more than \$100k

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a request for a Personal Services Contract (PSC) 43213 - 14/15 for \$750,000 for Initial Request services for the period 01/09/2015 -- 09/30/2018. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/4096> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PSC 43213-14/15

5B: Training Services Description

- Describe the training and indicate approximate number of hours.
The training will be for City Departments utilizing Esri Geographic Information System (GIS) Software on an as-needed basis. Approximate number of hours will be determined by the number of ongoing Geographic Information System (GIS) projects at any given time.
- Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.
 - 5277 Planner 1: 10 Employees
 - 5278 Planner 2: 10 Employees
 - 5291 Planner 3: 5 Employees
 - 5293 Planner 4: 5 Employees
 - 5283 Planner 5: 3 Employees
 - 5288 Transit Planner 2: 5 Employees
 - 5289 Transit Planner 3- 5 Employees
 - 5290 Transit Planner 4: 3 Employees
 - 5298 Planner 3 Environmental Review: 5 Employees
 - 5299 Planner 4 Environmental Review: 3 Employees
 - 1043 IS Engineer Senior: 5 Employees
 - 1044 IS Engineer Principal: 2 Employees
 - 1063 IS Programmer Analyst Senior: 5 Employees
 - 1053: IS Business Analyst Senior: 5 Employees
 - 1054 IS Business Analyst Principal: 5 Employees

PSC 43213-14/15

5F: Current Contract Notes

Esri has only provided virtual training/web courses under current agreement

PSC 43213 14-15

Esri Current Contract

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**SOFTWARE LICENSE AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE**

This agreement (collectively the "Agreement" or "ELA") is made by and between: Environmental Systems Research Institute, Inc., 380 New York Street, Redlands, California 92373-1800, hereinafter referred to as ("Esri" or "Contractor") and the City and County of San Francisco, a municipal corporation, hereinafter referred to as ("City" or "Licensee") with its offices located at 1 South Van Ness Ave, San Francisco, CA and acting by and through its Director of the Office of Contract Administration, hereinafter referred to as "Purchasing."

This Agreement provides for the licensing and deployment of certain Esri Software, delivery of ELA maintenance, web training and provision of Esri International User Conference registrations.

This Agreement is comprised of this document (including its appendices) and the following documents which are incorporated herein by reference:

1. License Agreement—Agreement No. 2004MLA6414, comprised of
 - Signature page, E100
 - General License Terms and Conditions, E200
 - Esri Exhibit 1, Scope of Use, E300
2. J-8603 Tech Support Response Time
3. Esri U.S. Software Maintenance

Upon full payment of the ELA Fee and expiration of this ELA, the License Agreement will survive, and Licensee may continue to use the Deployed Enterprise License Software and Rolled-In Software in accordance with the terms and conditions set forth in the License Agreement. Licensee may order standard maintenance upon expiration of ELA Term for Rolled-In Software without paying a maintenance reinstatement fee for lapsed maintenance. Licensee shall notify Esri of the quantity and type of licenses for which Licensee elects to purchase standard maintenance. If maintenance is not ordered for Rolled-In Software or Enterprise License Software upon expiration of the ELA, it lapses. If, at a later date, Licensee decides to reinstate maintenance, Licensee must pay reinstatement fees from the date of ELA expiration (e.g., back maintenance fees). City will not Deploy additional copies of the Enterprise License Software beyond the quantities in use upon termination or as of the date of expiration.

The parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter. Any modifications or amendments to this Agreement must be in writing and signed by an authorized representative of each party.

Recitals

WHEREAS, the City, acting by and through its Department of Technology ("Department"), wishes to license certain software from Contractor; and,

WHEREAS, Contractor represents and warrants that it is qualified to provide for the licensing and deployment of certain Esri Software, delivery of ELA maintenance, supply of Esri International User Conference registrations and any additional services ordered by City as set forth under this Agreement.

Now, THEREFORE, the parties agree as follows:

DEFINITIONS

1. Definitions. Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth. All definitions in other parts of the ELA shall have the same meaning in this Enterprise License Terms and Conditions. In addition, the following definitions apply to the ELA:

Agreement	This document and any attached appendices and exhibits, including any future written and executed amendments Appendix A, Software and Deployment Schedule Appendix B, Enterprise License Fee Schedule Appendix C, City Annual Deployment Report Appendix D, ELA Points of Contact Appendix E, Tier 1 Help Desk Authorized Individuals License Agreement—Agreement No. 2004MLA6414J-8603 Tech Support Response Time Esri U.S. Software Maintenance
Authorization; Authorization document	This Agreement and a Purchase Order from the City, properly executed by the Department or its designated authority and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof. The Authorization Document may identify more than one software product or more than one copy of any product.
Deploy, Deployment or Deployed	To redistribute, or the redistribution of, the Enterprise License Software (and its related keycodes/registration files), or its having been redistributed, by City, during the term of this ELA for installation and use on Licensee's hardware.

Documentation	All printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
ELA Fee	The fee set forth in Appendix B-ELA Fee Schedule.
ELA Maintenance	Tier 2 Support, updates, and patches provided by Esri for Enterprise License Software and Rolled-In Software.
Enterprise License Software	Software (including Data, Web Services and Documentation provided with the particular item) identified in Table A-1 and Table A-2 of Appendix A-Software and Deployment Schedule. Enterprise License Software does not include Unit-Priced Item(s) or Esri technology that may be embedded in third-party products purchased by Licensee.
Incident	A failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance.
License Agreement	License Agreement (2004MLA6414) comprised of the signature page, General License Terms and Conditions (E200) and Exhibit 1, Scope of Use (E300), referenced on the signature page of this ELA.
Licensee	The City. For avoidance of doubt, the definition of Licensee shall not include consultants or contractors.
Material Breach	A substantial failure in the performance of a party's obligations under this Agreement.
Software	All or any portion of Esri's proprietary software technology accessed or downloaded from an Esri authorized Web site or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
Rolled-In Software	Software of the same type as Enterprise License Software that Licensee acquired for use prior to the Effective Date that is current on paid maintenance (as shown in Esri's customer service records) and that will receive ELA Maintenance during the term of this ELA.
Technical Support	A process to attempt to resolve reported Incidents through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Software, Data, or Documentation corrections or modifications specified in the most current applicable Esri U.S. Software Maintenance Program.

Tier 1 Help Desk

City point of contact from which all Tier 1 Support will be given to Licensees.

Tier 1 Support

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensees in its attempted resolution of reported Incidents.

Transactions (for Bing Maps)

- Eight 256 x 256 map tiles = 1 map transaction
- Eight 128 x 128 map tiles = 1 map transaction (mobile device)
- Eight 64 x 64 map tiles = 1 map transaction (mobile device)
- One geocode = 1 transaction
- One local search = 1 transaction
- One point-to-point route = at least 4 transactions (1 map, 2 geocodes, 1 route)

Tier 2 Support

"Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.

Source code

The human readable compliant form of the Enterprise License Software to be provided by Contractor.

Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of the Department. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the Department, unless otherwise indicated by the context.

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration of this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement. The base term of the ELA agreement is three years from the effective date.

3. Effective Date of the Agreement. This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Grant of License. Licensee's use of the Enterprise License Software is subject to the License Agreement and any additional terms set forth herein. City shall remain primarily responsible to Esri for compliance by Licensees (including their users) with the terms and conditions of this ELA. Rolled-In Software shall be licensed in accordance with the License Agreement.

- a. **Restrictions on Use.** City is granted to right to use the Enterprise License Software subject to the License Agreement and Article 5 ("Beta License"), Article 6 ("Consultant Access") and Article 7 ("Scope of Use").
- b. **Proprietary Markings.** In addition to the requirements in the License Agreement City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Software or any related materials or Documentation.
- c. **Authorized Modification.** The City may own any APIs, macros or other interfaces that are developed by the City as permitted under the License Agreement that do not include any Esri or its licensors' intellectual property.

5. Beta License. Beta licenses are not available under this ELA. Therefore, Section 3.2, Beta License in the E200, is deleted in its entirety.

6. Consultant Access. Section 3.4, Consultant Access, of the General Terms and Conditions—E200 in the License Agreement is modified to add the restriction that access to and use of any Enterprise License Software is restricted to use by consultants and contractors for the sole benefit of Licensee while (i) working on-site at Licensee's facilities; (ii) remotely accessing or using Enterprise License Software from Licensee's on-site computers or machines; or (iii) remotely using/accessing Enterprise License Software from a third party's computers or machines under contract to Licensee. Licensee shall require consultant or contractor to discontinue access to and use of Enterprise License Software upon completion of work for Licensee.

7. Scope of Use. There are Additional Permitted Uses, and Additional Uses Not Permitted for City incorporated into this ELA. The Uses Permitted and Uses Not Permitted sections of the General License Terms and Conditions portion of the License Agreement are modified as follows:

7.1 Additional Uses Permitted. The following additional Permitted Uses are hereby granted for the Enterprise License Software:

For the term of the ELA, the City may copy and Deploy the Enterprise License Software to Licensees up to the quantities of licenses granted in Appendix A. No other Licensee has a right to copy (except as permitted in the License Agreement) or Deploy the Enterprise License Software.

7.2 Additional Uses Not Permitted. In addition to the restrictions set forth in the License Agreement, the following Uses Not Permitted apply to the Enterprise License Software:

- a. City shall not use, transfer, redistribute, or Deploy the Enterprise License Software outside of the United States territories and outlying areas without the prior written

- permission of Esri and agreement on additional fees, if any. Any such export shall be subject to U.S. Export Control Regulation requirements of the License Agreement.
- b. Transfer, redistribution or assignment of Enterprise License Software to any third party without Esri written permission is prohibited.

8. Delivery and Acceptance. ELA Software will be available via electronic download. The software would be downloaded by CCSF. As soon as the access codes/token allowing CCSF to download the software are provided, the software will be considered "delivered".

City shall have a period of ten (10) days from the date of delivery (the "Acceptance Period") to confirm the ELA Software performs as warranted in Section 13. If City has not previously provided written notice to Esri of its rejection, the ELA Software shall be deemed accepted as of the expiration of the Acceptance Period. Provided that Licensee has not rejected the ELA Software, this Acceptance Period does not extend any payment period set forth in this Agreement.

9. Source Code. Provided Licensee is current on maintenance, Esri agrees to provide Licensee with a current copy of the Esri source code for Esri Software (Support Source Code), in the event that (a) Esri is liquidated or dissolved, provided such liquidation or dissolution is not in connection with the sale of all or substantially all of the related software assets or stock of Esri to a successor entity in a merger or acquisition, or (b) Esri generally discontinues support for a particular Esri Software product currently supported and licensed to Licensee under this License Agreement, and Licensee is paid current on applicable maintenance fees, provided such support is not continued by another entity or a replacement product which substantially performs the same function is not available from Esri.

In the event Esri provides Licensee with Support Source Code as described in this Section, Licensee shall be deemed to have a Limited Term, personal, nonexclusive, nontransferable, fully paid license to use Support Source Code only for providing technical support for the internal use of the Software. Licensee agrees that Esri is under no obligation to provide Support Source Code owned by Esri's third party licensors, or license the use of the Support Source Code owned by Esri's third party licensors.

The license granted for the Support Source Code shall commence upon Licensee's receipt of the Support Source Code and shall continue until (1) thirty-six (36) months from the date the Support Source Code is released to Licensee, (2) Licensee elects to discontinue use of the Support Source Code and so notifies Esri in writing, (3) thirty (30) calendar days after Esri or its designee provides notice of termination due to Licensee's material breach of the terms and conditions of this License Agreement, provided such breach has not been cured within such thirty day period, or immediately, for such breach that by its nature is impossible to cure, or (4) upon the insolvency of Licensee (the placing in receivership, filing of a petition in bankruptcy, or assignment for the benefit of creditors, whether known or designated by some other name or term), whichever first occurs. Upon the expiration or earlier termination of this License Agreement, Licensee shall return to Esri the Support Source Code, and any whole or partial copies, codes, modifications, derivatives, and merged portions in any form, fully sealed and marked "Confidential" and addressed "Attention: Contracts Manager."

Licensee acknowledges that the Support Source Code contains trade secret technology and other information proprietary to Esri or third party licensor(s). Licensee agrees to protect the Support Source Code in the same manner and with the same degree of care that it uses to protect its own trade secrets or proprietary information being not less than a reasonable standard of care.

Disclosure of the Support Source Code is restricted to those employees of Licensee having a need to know who are directly providing internal support for the Software, each of whom agrees, in writing, to be bound by the nondisclosure provisions of this Section, provided that in no event may the Licensee disclose Support Source Code to Esri competitors. Licensee shall not disclose any Support Source Code to any other person or entity and shall not reproduce or use the Support Source Code in any manner except as specifically authorized in this Section. Licensee agrees to immediately notify Esri in writing of any misuse, misappropriation, or unauthorized disclosure that may come to its attention.

NO WARRANTY: THE SUPPORT SOURCE CODE IS PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

Additional Uses NOT Permitted for the Licensee are as follows:

- (1) Other than as a replacement product in executable code format that is substantially equivalent in functionality and configuration to the Software ("Replacement Product"), Licensee may not create any commercial application that is derived from, is based upon, uses or incorporates all or any portion of the Support Source Code or compiled from it.
- (2) Licensee may not remove or obscure any patent, copyright or trademark notices contained in or affixed to the Support Source Code or the media containing the Support Source Code.
- (3) Licensee may not sell, license, distribute, or in any way market all or any portion of the Support Source Code or any derivative thereof, unless such derivative is a Replacement Product and Licensee is otherwise authorized in writing by Esri to sell, sublicense, distribute, or market the Software under this License Agreement.

10. Contractor's Default. Deleted by agreement of the parties.

11. Maintenance and Support. ELA Maintenance is included in the ELA Fee. Rolled-In Software and Enterprise License Software will receive ELA Maintenance, provided that standard maintenance is available for each item. ELA Maintenance includes benefits specified in the most current applicable Esri U.S. Software Maintenance Program document (found at www.esri.com/legal) as modified by this Section 11. ELA Maintenance does not include Technical Support for Web Services.

a. Tier 1 Support Provided by City

- (1) Tier 1 Help Desk shall provide Tier 1 Support to all Licensees.
- (2) The Tier 1 Help Desk shall use analysts fully trained in the Software they are supporting.
- (3) At a minimum, Tier 1 Support shall include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts shall be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the Licensee. This may include obtaining any customizations, code samples, or data involved, if applicable, to the Incident. The analyst may also use any other information and databases they may develop to satisfactorily resolve Incidents.

- (5) If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Esri for Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensees.
- (6) City may assign up to the quantity of named Tier 1 Help Desk individuals listed in Appendix B. These individuals shall be identified in Appendix E and are the only individuals (callers) authorized to contact Esri directly for Tier 2 Support.

b. Tier 2 Support Provided by Esri

- (1) Esri shall log the calls received from the Tier 1 Help Desk individuals.
- (2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
- (3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- (4) Esri shall use commercially reasonable efforts to resolve the Incidents submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals and not the Licensees.
- (5) When the Incident is resolved, Esri shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to the Licensee.
- (6) Esri may, at Esri's sole discretion, make patches, hot fixes, or updates available for downloading from Esri's Web site or deliver them via media.

12. Warranties: Right to Grant License. Contractor hereby warrants that it has title to and/or the authority to grant a license of the Enterprise License Software to the City. The City's sole remedy for breach of this warranty is limited to the remedy provided in Infringement Indemnity in Article 8 of the License Agreement.

13.0 LIMITED WARRANTIES AND DISCLAIMERS

13.1 Limited Warranty. Esri warrants that (i) the unmodified Software will substantially conform to the published Documentation and (ii) media on which the Software, Data, and Documentation are provided will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.

13.2 Data and Web Services Disclaimer. Data and Web Services may contain some nonconformities, defects, errors, or omissions. THE DATA AND WEB SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that Data and Web Services will meet Licensee's needs or expectations, that the use of Data and Web Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on Data or Web Services, and Licensee should always verify actual Data or Web Services.

13.3 Special Disclaimer. SAMPLES, HOT FIXES, PATCHES, EVALUATION SOFTWARE, AND BETA ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SAMPLES, HOT FIXES, PATCHES, EVALUATION SOFTWARE, AND BETA.

13.4 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE WEB SERVICE.

13.5 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT AND DISCLAIMS THAT SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. SOFTWARE, DATA, WEB SERVICES, AND DOCUMENTATION ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

13.6 Exclusive Remedy. Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 13 shall be limited, at Esri's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software subject to the Esri Maintenance Program found at www.esri.com/legal/maintenance.html; or (iii) return of the license fees paid by Licensee for Software or Documentation that does not meet Esri's limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation and executes and delivers evidence of such actions to Esri.

14. Reserved

15. Reserved

16. Payment. Compensation shall be due and payable within 45 days of the date of invoice. In no event shall the amount of this Agreement exceed the amount identified in Appendix B. The breakdown of payments associated with this Agreement is provided for in Appendix A. For the initial payment no charges shall be incurred under this Agreement nor shall any payments become due to Contractor until the Enterprise License Software, required under this Agreement are made available by Contractor for download by City in accordance with this Agreement. Thereafter annual payments shall be made in accordance with the payment schedule.

In no event shall the City be liable for interest or late charges for any late payments.

17 Purchase Orders, Delivery, and Deployment

- a. City shall issue a purchase order upon execution and approval of this ELA and Esri will invoice for the first year and annually thereafter in accordance with the payment schedule in Appendix B. These payments shall be due and payable within forty-five (45) days of the anniversary date of the ELA, with the initial payment due within forty-five (45) days of execution of the ELA.
- b. Upon receipt of the initial purchase order from City, Esri shall deliver codes necessary to allow download electronically of the Enterprise License Software listed in Appendix B by City for City's Deployment to Licensees.
- c. Esri shall provide registration numbers or keycodes, as applicable, to activate the nondestructive copy protection program that enables the Enterprise License Software to operate.
- d. City shall Deploy, install, configure, and track the Deployment status of Enterprise License Software.

18. Purchase Order Requirements

- a. Any purchase orders issued by City shall reference, incorporate and be subject to the terms and conditions of this ELA. No additional, conflicting or different terms contained in a purchase order or ordering document shall be binding. All orders and deliveries pertaining to this ELA shall be processed through City's centralized point of contact.
- b. The following information shall be included in each purchase order:
 - (1) City name, Esri customer number, and the ship-to address as identified in Appendix D.
 - (2) Purchase order number.
 - (3) Applicable annual payment due.

19. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City and County of San Francisco. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful

approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

20. Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique identifying number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

21. Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this ELA, City shall provide a written report, as set forth in Appendix C, to Esri detailing all Deployments made. The report shall be subject to audit by an authorized representative of Esri

22. Esri International User Conference Registration. City shall receive Esri International User Conference registrations annually during the term of this ELA in the quantities set forth in Appendix B. City is responsible for distributing the registrations to its users. Third parties may not represent or attend on behalf of City at any Esri User Conferences.

23. Web-Based Training. Esri will provide City with access to Esri Virtual Campus Web-based training through an annual Virtual Campus Premium Annual User License (AUL), which provides Virtual Campus credits in the amount identified in Appendix B. The license includes all asynchronous, self-study courses. The Premium AUL does not include instructor-assisted (Virtual Classroom) courses. City must designate a person as the AUL Administrator. The AUL Administrator shall receive and control the Master Code that allows City to select courses and distribute Course Access Codes to Licensee employees. Each time a course access code is issued, the AUL account shall be debited the retail value of that course. Training must be started in the same annual period. The unused balance of Virtual Campus credits shall be forfeited at the end of the annual period (one [1] year) and may not be credited toward other Esri offerings or products or rolled over to the next annual period.

24. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

25. Taxes. Payment of any taxes, including possessory interest taxes, and California sales and use taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto,

shall be the obligation of Contractor. If such taxes, including sales or use tax become due under this agreement then Contractor will add applicable taxes to the invoice for payment by City.

26. Independent Contractor; Payment of Taxes and Other Expenses

- a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement

- b. **Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

27. Insurance

- a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
 - 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
 - 2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
 - 3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

- b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed, or confirming language will be provided on the insurance certificate to provide:
 - 1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
 - 2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

- c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with, or the insurance certificate shall incorporate, a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

- d. Esri will provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason (10 days in the event of cancellation or nonrenewal for nonpayment of premium). Notices shall be sent to the City address in the "Notices to the Parties" section.

- e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

- f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

- g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this

Agreement in accordance with Section 36 effective on the date of such lapse of insurance.

- h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.
- j. (Reserved)

28. Indemnification and General Liability. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement. Nothing in the foregoing shifts liability to Contractor for City's own negligence, gross negligence or intentional tortious acts or omissions.

Infringement Indemnity ESRI shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost or expense, including reasonable attorneys' fees, which may be incurred by Licensee against any claims, actions, or demand by a third party alleging that the Software, Data, or Documentation infringes a U.S. patent, copyright, or trademark provided

- (a) Licensee promptly notifies ESRI in writing of the claim thereof;
- (b) ESRI has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
- (c) Licensee cooperates fully in the defense of the claim.

If ESRI believes that the Software, Data or Documentation is or will become the subject of an infringement claim, or in the event that use of the Software, Data or Documentation is enjoined, ESRI, at its own expense, may either (i) obtain the right for Licensee to continue using the Software, Data or Documentation or (ii) modify the Software, Data, or Documentation to make it noninfringing while maintaining substantially similar software functionality or data/informational content. If neither of such alternatives is commercially practical, the infringing items shall be returned to ESRI and ESRI's sole liability shall be to refund license fees paid by Licensee prorated on a twenty percent (20%) per year straight line depreciation basis over a five (5) year period from the initial date of delivery.

ESRI shall have no obligation hereunder to defend Licensee or to pay any resulting costs, damages, or reasonable attorneys' fees for or with respect to any claims, actions, or demands alleging (i) infringement that arises by reason of combination of noninfringing items, however acquired, with any items not supplied by ESRI; (ii) infringement to the extent arising from material alteration of the Software, Data, or Documentation by anyone other than ESRI, its agents or its contractors; (iii) the direct or contributory infringement of any process patent by Licensee through the use of the Software, Data, or Documentation other than a process patent that is necessarily infringed by the internal processes executed within the Software or Data itself when the Software or Data is executed for its intended purpose; (iv) continued allegedly infringing activity by Licensee after it has been notified of the possible infringement; or (v) continued allegedly infringing activity by Licensee to the extent it arises from failure of Licensee

to use the updated or modified Software, Data, or Documentation provided by ESRI for avoiding infringement.

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

29. Liability of each Party. EXCEPT FOR (A) LIABILITY COVERED UNDER OF SECTION 28 ("Indemnification and General Liability"), SECTION 30 ("Proprietary or Confidential Information of City"), GROSS NEGLIGENCE, INTENTIONAL WRONGFUL ACTS OR OMISSIONS, TORT (EXCEPT FOR THE SPECIFIC NEGLIGENCE CLAIMS SET FORTH IN (I) BELOW, FALSE CLAIMS, AND SECTION 31 ("Esri Confidential Information"), AND (B) CITY'S USE OF SOFTWARE, DATA, DOCUMENTATION OR INTELLECTUAL PROPERTY OUTSIDE OF THE SCOPE OF THE LICENSES GRANTED HEREUNDER:

(I) EACH PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THIS ELA FROM ALL CAUSES OF ACTION, INCLUDING CONTRACT, NEGLIGENCE IN THE DESIGN, IMPLEMENTATION, CONTENT, TEST OR USE OF THE SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION, STRICT LIABILITY AND BREACH OF WARRANTY, SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE TO ESRI BY LICENSEE FOR SOFTWARE, DATA AND DOCUMENTATION UNDER THIS ELA; AND

(II) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS, LOST SALES OR BUSINESS EXPENDITURES, INVESTMENTS OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE, DATA OR DOCUMENTATION, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY OR ITS LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THESE LIMITATIONS TAKE PRECEDENCE OVER CONFLICTING TERMS IN ARTICLE 8 OF THE LICENSE AGREEMENT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY.

30. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all confidential information disclosed by City to Contractor shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would use to protect its own proprietary data.

31. ESRI Confidential Information. Certain terms and conditions of this ELA are confidential and proprietary information of Esri. City shall not publish or disclose to third parties, in hard copy or electronically, Appendix A and Appendix B, including the ELA Fee, without Esri's prior written consent. Except in response to an open/public records request, disclosure may be made only to those City employees who have a need to know to perform their duties and have an obligation of confidentiality. To the extent any such disclosures may be required by law, City shall inform Esri of the requested disclosure, with a reasonable description of the requested disclosure and identification of the requestor, in sufficient time for Esri to assert any objection Esri may have to such disclosure with the appropriate administrative or judicial body.

32. OEM Licenses. If Licensee obtains Software, Data, Web Services, or any component thereof as part of an original equipment manufacturer (OEM) software program or product developed and licensed by an OEM business partner of Esri, Licensee shall not be entitled to or seek any discount from the OEM business partner or Esri, directly or indirectly, as a result of or based upon the availability of such Software, Data, or Web Services, as Enterprise License Software under this ELA. In addition, such Software, Data, Web Services, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA. Need a better understanding of all three Articles.

33. Conversion of Enterprise License Software—Limited Quantity or Unit-Priced Item. Newer or updated Enterprise License Software may contain or be developed with (i) newly acquired technology obtained through a significant investment or (ii) third-party intellectual property that requires a unit-based royalty fee or prohibits Deployment under a site or enterprise license. Esri reserves the right to exclude such newer or updated versions of the Enterprise License Software from the tables in Appendix A. Such items can be made available to City on a limited quantity basis or as Unit-Priced Item(s). In such event, Licensee may continue to use the older (previous) version Deployed and Esri will provide Technical Support in accordance with the Esri Product Life Cycle Support Policy.

34. Product Obsolescence. During the term of this Agreement, some of the products listed in Appendix A may become obsolete or will no longer be commercially offered or may no longer be available for Deployment. Licensee may continue to use a product that has been Deployed, but support and upgrades for older products may not be available. ELA Maintenance and maintenance and availability of Enterprise License Software identified in Appendix A shall be subject to each item's Product Life Cycle Support Status, which can be found at <http://support.esri.com/index.cfm?fa=software.gateway> by selecting the product type and then clicking the Product Life Cycle link for specific product plans. Esri's Product Life Cycle Support Policy, available at <http://support.esri.com/knowledgebase/relatedDocs/ProductLifeCycle.pdf>, defines the support phases and overall support plans.

35. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract in accordance with Section 36(c), bring

a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor. City shall not disclose any Private Information to Contractor without Contractor's prior written authorization.

36. Term; Termination

- a. **Term.** The term of the ELA shall be for the period listed in Appendix B, commencing on the Effective Date unless this ELA is terminated earlier as provided herein.
- b. **Termination by Contractor.** Contractor shall have the right to terminate this Agreement for Material Breach if (i) City is delinquent in making payments of any sum due under this Agreement and continues to be delinquent for a period of ninety (90) days after the last day payment is due; provided, however, that written notice is given to City by Contractor of the expiration date of the ninety-day delinquency period at least ten days prior to the expiration date; or (ii) City commits any other Material Breach of this Agreement and fails to remedy such breach within thirty (30) days after receipt of written notice by Contractor of such breach. Upon termination of this ELA by Contractor for a Material Breach, unless otherwise agreed by Esri, all licenses Deployed shall also terminate, and the full amount of unpaid ELA Fees will be due and payable by City within thirty (30) days from the date of termination. City shall uninstall, remove, and destroy all Enterprise License Software, training materials, and any whole or partial copies, modifications, or merged portions in any form. City shall deliver evidence of such destruction to Contractor, which evidence shall be in a form acceptable to Contractor. Except for a material breach of the License Agreement, Licensee may continue to use Rolled-In Software, provided Licensee complies with the terms and conditions of the License Agreement. Further, Contractor agrees that Licensee is not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Licensee orders maintenance at time of ELA termination. Other non-refundable items that may be included in this ELA such as EAP, Virtual Campus credits for the Annual User License and its access codes, as well as the User Conference Registrations shall also terminate if this ELA is terminated.
- c. **Termination by City.** City shall have the right, without further obligation or liability to Contractor (except as specified in Sections 30 (Proprietary or Confidential Information of City), 31 (ESRI Confidential Information) hereof, and compliance with the surviving sections of this Agreement as set forth below):
 - (i) to immediately terminate this Agreement or the applicable Authorization Document if Contractor commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by City of such breach, in which event, Contractor shall reimburse City in the same manner as for the removal of the Enterprise License Software due to infringement under Article 9 in the E200; or
 - (ii) to terminate this Agreement or the applicable Authorization Document upon ninety (90) days prior written notice for any reason if the license granted hereunder is for any term other than perpetual. In the event the license granted is perpetual, termination of this Agreement or the applicable Authorization Document by City shall be effective upon receipt by Contractor of written notice of said termination. No refund will be provided to Licensee for payments made.

In the event that the ELA is terminated by City, Licensee must uninstall, remove, and destroy all Deployed Software, Data, or Documentation and any whole or partial copies identified in Appendix A, Table A-2, however Licensee(s) may continue to use Rolled-In Software, subject to its compliance with the License Agreement; Licensee may continue to use Deployed Enterprise License Software, Data, or Documentation identified in Appendix A, Table A-1, provided:

- (x) Licensee shall report the quantity and types of Deployed Enterprise License Software identified in Appendix A, Table A-1, and Esri shall determine the quantity and type of Software, Data, or Documentation that Licensee may continue to use under the License Agreement terms. This determination will be based on multiplying the commercial list price of the Deployed Enterprise License Software identified in Table A-1 by the reported quantity and types and subtracting that amount from a portion of the ELA Fee amounts paid (portion of ELA Fee applicable to Enterprise License Software licenses identified in Table A-1 hereinafter referred to as "**Offset Amount**"). Licensee shall uninstall, remove, and destroy Deployed Enterprise License Software valued in excess of the Offset Amount to reach an authorized quantity and type level. The remaining authorized quantities and types of software ("**Remaining Software**") will be licensed in accordance with the License Agreement; and
- (y) Rolled-In Software licenses of the type identified in Table A-1 will not terminate and may be used at the version level they have been upgraded to at the time of termination. Use and licensing of Rolled-In Software licenses will be in accordance with the License Agreement.

d. Wind-Up Following Termination

- i. Under no circumstances may City deploy additional copies of the Software, Data, or Documentation upon any termination of the Agreement.
- ii. Licensee is not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Licensee orders maintenance at time of ELA termination. Within thirty (30) days of termination of the ELA for Lack of Funds, City will document in writing to Esri the total quantity and type (e.g., Product) of Remaining Software and Rolled-In Software for which City desires to obtain maintenance, if any. Payment of maintenance fees for such Remaining Software and Rolled-In Software for which City wishes to have maintenance, if any, will be effective from the date of the ELA termination, provided that City allocates appropriate funds. Maintenance reinstatement fees will not be required for maintenance on Rolled-In Software that lapsed during the term of the ELA. Other non-refundable items that may be included in this ELA such as EAP, Virtual Campus credits for the Annual User License and its access codes, as well as the User Conference Registrations will also terminate if this ELA is terminated for Lack of Funds.
- iii. Other non-refundable items that may be included in this ELA such as EAP, Virtual Campus credits for the Annual User License and its access codes, as well as the User Conference Registrations shall also terminate if this ELA is terminated.

e. **Use Upon Expiration of ELA Term.** Upon expiration of this ELA, the License Agreement shall survive and Licensee may continue to use the Deployed Enterprise License Software and Rolled-In Software in accordance with the terms and conditions set forth in the License Agreement. Licensee may order maintenance upon expiration for Rolled-In Software for the next year without paying a maintenance reinstatement fee for lapsed maintenance. Licensee shall notify Esri of the quantity and type of licenses for which Licensee elects to purchase standard maintenance. If maintenance is not ordered for Rolled-In Software or Enterprise License Software upon expiration of the ELA, it lapses. If at a later date, Licensee decides to reinstate maintenance, Licensee must pay maintenance reinstatement fees (e.g. back maintenance fees) from the date of ELA expiration. City shall not Deploy additional copies of the Enterprise License Software beyond the quantities in use upon termination or as of the date of expiration.

f. **Survival.** This section and the following sections of this Agreement shall survive termination of expiration of this Agreement:

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|---|--|
| 24. Submitting False Claims; Monetary Penalties. | 30. Proprietary or Confidential Information of City |
| 25. Taxes | 35. Protection of Private Information. |
| 26. Independent Contractor; Payment of Taxes and Other Expenses | 41. Administrative Remedy for Agreement Interpretation |
| 27. Insurance | 42. Agreement Made in California; Venue. |
| 28. Indemnification and General Liability. | 43. Construction |
| 29. Liability of Each Party. | |

37. (Reserved)

38. Force Majeure. If the performance of any obligation under this ELA is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, threat of or actual terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

39. Notices. Any notice, report, demand, or other communication shall be properly given when made in writing in English and sent by courier; registered or certified airmail; by facsimile or other electronic transmission; and confirmed by courier or by registered or certified airmail, properly addressed to the appropriate party at the address set forth above, until changed by notice in writing by either party hereto. If sent by courier or airmail, notice shall be effective seven (7) days from the date of deposit with the courier service or post office. If sent by electronic transmission, notice shall be effective upon receipt, provided confirmation is given as specified herein. Notices shall be given at the following addresses:

**To City: Ms. Kendall W. Gary
Director of Technology Procurement
Department of Technology
City & County of San Francisco
One South Van Ness Ave 2nd Floor
San Francisco, Ca. 94103
O.415-581-4066
F.415-581-3970**

**To Contractor: ESRI-Contracts Manager
380 New York Street
Redlands, CA 92373-8100
FAX 909-307-3020
Phone 909-793-2853**

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

40. Points of Contact. Each party shall identify points of contact for administrative and technical issues in Appendix D.

41. Bankruptcy. In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Agreement shall terminate and be of no further force and effect.

42. Relationship of the Parties. The ELA does not constitute a partnership, joint venture, or agency between Esri and City. Neither Esri nor City shall hold itself out as such, nor shall Esri or City be bound or become liable because of any representation, action, or omission of the other.

43. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

44. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

45. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner

that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement

46. Sunshine Ordinance. In accordance with San Francisco Administrative Code Section 67.24(e), contracts, contractors' bids, responses to requests for proposals and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

47. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

48. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

49. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to

which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

50. Modification of Agreement. Except as provided herein, this Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

51. Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

52. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

53. Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

54. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision.

55. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws.

56. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or

the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute a material breach of this Agreement.

57. Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of \$100 liquidated damages for the first breach, \$200 liquidated damages for the second breach in the same year, and \$500 liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

58. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

59. General Provisions. The General Provisions and Limitations of Liability of the License Agreement shall apply to the entire ELA. If there is a conflict among any of the other terms and conditions in the various documents, the order of descending precedence shall be as follows: (1) This Agreement (2) E300 Scope of Use, and (3) E200 General License Terms and Conditions. In the event this ELA includes Enterprise Advantage Program, the terms and conditions of the Enterprise Advantage Program Addendum shall take precedence over the provision of the ELA with respect to the Enterprise Advantage Program. Except as otherwise expressly provided herein, any amendment or Addendum to this ELA must be in writing and signed by an authorized representative of each party.

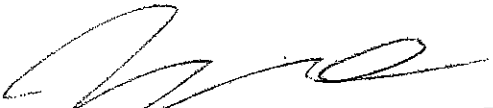
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:


ESRI


Chris A. Vein
CIO, City and County of San Francisco
Executive Director, Department of Technology

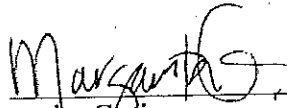
By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

Approved as to Form:

Dennis J. Herrera
City Attorney

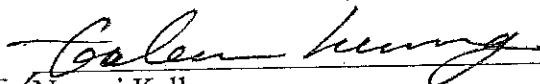

Krista Moreno
Manager, Contracts and Legal Services
DEC 09 2010

CT

By: 
Margarita Gutierrez
Deputy City Attorney

City vendor number: ~~118555~~ 38346

Approved:


Naomi Kelly
Director of the Office of Contract Administration, and Purchaser

Appendices

- Appendix A, Software and Deployment Schedule
- Appendix B, Enterprise License Fee Schedule
- Appendix C, City Annual Deployment Report
- Appendix D, ELA Points of Contact
- Appendix E, Tier 1 Help Desk Authorized Individuals

**APPENDIX A
SOFTWARE AND DEPLOYMENT SCHEDULE**

City may Deploy the Enterprise License Software up to the total quantity of licenses indicated below to Licensees. The quantities identified are the cumulative quantities available in any given year for the term of this ELA.

**Table A-1
Enterprise License Software—Unlimited Quantities**

Item	Total Qty/Seats to Be Deployed
DESKTOP SOFTWARE	
ArcInfo*	Unlimited
ArcEditor*	Unlimited
ArcView *	Unlimited
ArcReader	Unlimited
Desktop Extension Software	
ArcGIS Spatial Analyst	Unlimited
ArcGIS 3D Analyst	Unlimited
ArcGIS Network Analyst	Unlimited
Geostatistical Analyst	Unlimited
Server Software and Extensions	
ArcGIS Server Workgroup or Enterprise [Basic, Standard or Advanced]	Unlimited
ArcGIS Server Extensions – 3D, Network, Geostatistical, Image, and Spatial	Unlimited
ArcGIS Server Geoportal Extension	Unlimited
ArcIMS	Unlimited
Developer	
ArcGIS Engine Runtime Deployments*	Unlimited
ArcGIS Engine Runtime Extensions: 3D, Spatial, Geodatabase (GDB) Update, and Network	Unlimited
Tool Set	
Production Mapping (Workflow Manager, Map Production System Atlas, GIS data Reviewer)	Unlimited

* Unlimited transactions per user, per year for internal use are provided under this ELA for Bing Maps (formerly Virtual Earth) with select version 9.3.1 or higher desktop GIS software.

**Table A-2
Enterprise License Software—Limited Quantities**

Item	Total Qty./Seats to Be Deployed
Esri Developer Network	4

**APPENDIX B
ELA FEE SCHEDULE**

The ELA Fee is \$750,000. The ELA Fee is in consideration of the Enterprise License Software, ELA Maintenance, Esri International User Conference Registrations, and Virtual Campus credits. A prepriced option to extend the term of the ELA through year 4 is also provided.

	Year 1	Year 2	Year 3	ELA Fee
Payments	<i>\$250,000</i>	<i>\$250,000</i>	<i>\$250,000</i>	<i>\$750,000</i>
Virtual Campus Premium Annual User License with 15,000 Virtual Campus Credits	<i>included</i>	<i>included</i>	<i>included</i>	<i>n/a</i>

Year 4 Option	Year 4
Payment	<i>\$250,000</i>
Virtual Campus Premium Annual User License with 15,000 Virtual Campus Credits	<i>included</i>

Note: Year 4 option must be exercised prior to the expiration of the base term of the ELA.

Number of Esri International User Conference Registrations	25
Number of Tier 1 Help Desk Individuals	10
Term of ELA pursuant to Section 7.1	3 years

**APPENDIX D
ELA POINTS OF CONTACT**

Either party may change its point of contact by written notice to the other party.

1. ESRI point of contact for order processing issues:

Name: Customer Service
ESRI Redlands
380 New York Street
Redlands, CA 92373-8100
E-mail: service@esri.com
Phone: 888-377-4575
Fax: 909-307-3083

2. ESRI Contact for Tier 2 Support issues:

E-mail: support@esri.com
Phone: 909-793-3774 (domestic U.S. only)
Fax: 909-792-0960
Web: support@esri.com

3. City centralized point of contact for order release and administrative issues:

Name: Jeff Johnson, Manager, SFGIS Program
E-mail: Jeff.johnson@sfgov.org
Phone: 415-581-4004
Fax: 415 581-3970

4. All deliverables to City shall be shipped to the address listed below:

Jeff Johnson, Manager, SFGIS Program
Director of Technology Procurement
Department of Technology
City & County of San Francisco
One South Van Ness Ave 2nd Floor
San Francisco, Ca. 94103

5. All notices to City shall be mailed to the address listed below:

Ms. Kendall W. Gary
Director of Technology Procurement
Department of Technology
City & County of San Francisco
One South Van Ness Ave 2nd Floor
San Francisco, Ca. 94103
O.415-581-4066
F.415-581-3970

**APPENDIX E
TIER 1 HELP DESK AUTHORIZED INDIVIDUALS**

Below are named Tier 1 Help Desk individuals authorized to seek Tier 2 Support from ESRI. Substitutes/Changes to Tier 1 Help Desk authorized individuals may be made by written notice to ESRI.

#	Name	Address	Phone	Fax	Email	Department
1	Jeff Johnson	1 South Van Ness Ave, 2nd Floor, San Francisco CA 94103	415-581-4004	415-581-3970	jeff.johnson@sfgov.org	Technology
2	Sam Valdez	1 South Van Ness Ave, 2nd Floor, San Francisco CA 94103	415-581-4047	415 581-3970	samuel.valdez@sfgov.org	Technology
3	Cheong Tseng Eng	1 South Van Ness Ave, San Francisco CA 94103	415 701 5664	n.a.	Cheong-Tseng.Eng@sfmta.com	SFMTA
4	Mike Wynne	1650 Mission Street Suite 400 San Francisco CA 94103- 2479	(415) 575-9096	n.a.	Mike.Wynne@sfgov.org	City Planning
5	Carson Chin	850 Bryant St, San Francisco CA 94103	(415) 734-3610	(415) 553- 9870	carson.chin@sfgov.org	Police
6	Marivic Huff	875 Stevenson St, San Francisco, CA 94103	415-554-5910	n.a.	marivic.huff@sfdpw.org	Public Works
7	Lily Dryden	1155 Market Street 9th Floor San Francisco CA 94103	(415) 551-4363	n.a.	LDryden@sfgwater.org	Public Utilities Commission
8	Jason Hill	P.O. Box 8097, San Francisco CA, 94128	(650) 821-7857	n.a.	Jason.Hill@flysfo.com	Airport
9	Jeff Burton	101 Grove St, San Francisco, CA 94102	(415) 554-2650	n.a.	Jeff.Burton@sfdph.org	Public Health
10	Sean Stasio	501 Stanyan Street San Francisco CA 94117	(415) 831-2718	n.a.	Sean.Stasio@sfgov.org	Recreation and Park



ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2953 • FAX 909-793-9953

MASTER LICENSE AGREEMENT

This Master License Agreement ("Agreement") is between the licensee printed below ("Licensee") and Environmental Systems Research Institute, Inc. ("ESRI"). The Agreement includes (i) this signature page, (ii) the General License Terms and Conditions version, and (iii) the Exhibit 1 version listed below. The parties acknowledge that they have read and understood this Agreement and agree to be bound by the terms and conditions.

Licensee may only use the type and number of copies of the Software, Data, and Documentation for which the appropriate license fees have been paid to ESRI and in accordance with Exhibit 1 and the licensed configuration on file with ESRI Customer Service.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

SAN FRANCISCO PLANNING DEPARTMENT
(Licensee)

By: Altan Chinn
Authorized Signature

Printed Name: ALTAN CHINN

Title: PROGRAMMER ANALYST

Date: 11/24/2004

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(ESRI)

By: Jacquelyn Ricks
Authorized Signature

Printed Name: JACQUELYN RICKS
Title: Contracts Admin.

Date: NOV 29 2004

Licensee Contact Information

Contact: ALTAN CHINN

Address: 1660 MISSION ST, #500

City, State, ZIP: SAN FRANCISCO, CA 94103

Telephone: 415-558-6374

Fax: 415-558-6426

E-mail: altan.chinn@sfgov.org

ESRI Contract Number: 7651MLA1414

General License Terms and Conditions Version E200

ESRI Exhibit 1 Version E300



GENERAL LICENSE TERMS AND CONDITIONS
(E200 04/19/2010)

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

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- a. "Beta" means any alpha, beta, or prerelease Software, Data, Documentation, or Web Services.
- b. "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data coordinates, raster, reports, or associated tabular attributes, licensed under this License Agreement.
- c. "Documentation" means all printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- d. "Samples" means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Web Services.
- e. "Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an Esri authorized Web site or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
- f. "Term License" means licenses provided for use in a limited time period or on a subscription or transaction basis.
- g. "Web Services" means software services or Esri or third-party data provided by Esri that perform geographic information system (GIS) functions, tasks, or data services and are accessed over the Internet.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Software, Data, Web Services, and Documentation are licensed and not sold. Esri and its licensors own Software, Data, Web Services, Documentation, and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect Software, Data, Web Services, and Documentation from unauthorized use, reproduction, distribution, or publication. Esri and its third-party licensors reserve all rights not specifically granted in this License Agreement including the right to change and improve Web Services.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms of this License Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to

- a. Use the type and number of copies of Software, Data, and Documentation and access Web Services (i) for which the applicable license fees have been paid, (ii) for Licensee's own internal use, and (iii) in accordance with Exhibit 1 and the licensed configuration on file as authorized by Esri.
- b. Access and use any secure Esri Web site resources made available to Licensee for Licensee's own internal use, provided that Licensee follows Esri's terms of use policy specified therein. All password or controlled access information provided by Esri shall be treated as Esri confidential information.

3.2 Beta License. Licensee may be accepted into a current Beta Testing Program.

- a. If Licensee is accepted into the Beta Testing Program, Esri will provide to Licensee access to Beta and will grant Licensee a personal, nonexclusive, nontransferable, royalty-free Term License to use Beta at the authorized and identified test sites solely for the purpose of testing Beta as delivered, in accordance with the Beta Testing Program guidelines and the terms of this License Agreement. This grant of license is effective from the date Licensee is accepted into the program or date of receipt of any Beta until the date of the commercial release of Software from Esri Customer Service or the date of termination of the Beta Testing Program for the specific Beta, whichever is sooner.
- b. Licensee agrees to provide suggestions or comments regarding performance, usability or effectiveness, bug reports, test reports, or other feedback (collectively, "Feedback") to Esri with respect to Beta.
- c. Licensee grants to Esri the right to freely use, share, disclose, reproduce, license, distribute and otherwise publicly display and perform any Feedback provided to Esri by Licensee. Licensee will not provide Feedback that Licensee knows or reasonably should have known contains content subject to license or use restrictions.

- d. Beta and Feedback contain confidential information and trade secrets that are proprietary to Esri. Licensee agrees to use commercially reasonable means (at least as great as those used by Licensee for its own confidential information) to maintain the integrity, confidentiality, and Esri proprietary rights in Beta and Feedback. Licensee may not share or release Feedback or results of Beta testing with any third party.
- e. Beta is subject to change prior to its commercial release or may never be commercially released. Licensee acknowledges that Beta is not suitable or licensed for full use in any production system and accepts all responsibility for use and any results generated.

3.3 Evaluation License. Esri may from time to time offer Term License(s) for Software, Data, Web Services, or Documentation for Licensee's evaluation only.

3.4 Consultant or Contractor Access. Subject to Section 3.1, Esri grants Licensee the right to provide access to and use of Software, Data, Web Services, or Documentation to any consultant or contractor of Licensee exclusively for the benefit of Licensee. Licensee shall be solely responsible for compliance by consultants and contractors with this License Agreement. Access to or use of Software, Data, Web Services, and Documentation by consultants or contractors not exclusively for the benefit of Licensee is prohibited.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. Licensee may install and store Software, Data, and Documentation on electronic storage device(s).
- b. Licensee may make one (1) copy of Software, Data, and Documentation for archival purposes. Licensee may make routine computer backups.
- c. Licensee may customize Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in Documentation.
- d. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portion(s) of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors: "Portions of this document include intellectual property of Esri and its licensors and are used herein under license. Copyright © [Insert the actual copyright date(s) from the source materials] Esri and its licensors. All rights reserved."

4.2 Uses Not Permitted

- a. Except as provided herein, Licensee shall not sell, rent, lease, sublicense, lend, assign, or time-share Software, Data, Web Services, or Documentation. Licensee shall not act as a service bureau or commercial application service provider (ASP) that allows third-party access to Software, Data, Web Services, and Documentation. Licensee shall not use Software, Data, Web Services, or Documentation for a site or service and operate the site or the service for a profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service).
- b. Except as provided herein, Licensee shall not redistribute Software, Data, or Web Services to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs.
- c. Licensee shall not reverse engineer, decompile, or disassemble Software, Data, Web Services, or Documentation except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- d. Except to the extent that applicable law prohibits this restriction, Licensee shall not make any attempt to circumvent the technological measure(s) that controls access to or use of Software, Data, Web Services, and Documentation.
- e. Except as provided herein, Licensee shall not redistribute Software activation number(s), registration number/license authorization file(s), developer license file(s), or Web Services access codes to third parties.
- f. Licensee shall not use Software or Web Services to transfer or exchange any material where such transfer or exchange is prohibited by intellectual property laws or any other applicable laws.
- g. Licensee shall not remove or obscure any Esri or its licensors' patent, copyright, trademark, or proprietary rights notices contained in or affixed to Software, Data, Web Services, or Documentation.
- h. Licensee shall not unbundle individual or component parts of Software or Data for independent use.
- i. After a reasonable transition period, Licensee shall not use an older version of the Software that Licensee has updated to a newer version. Licensee shall not use more Software licenses at any given time than the total quantity in Licensee's licensed configuration on file with Esri.

ARTICLE 5—TERM AND TERMINATION

This License Agreement is effective upon acceptance. This License Agreement and any licenses granted hereunder shall continue until (i) such time that Licensee elects in writing to discontinue use of Software, Data, Web Services, or Documentation and terminates the license; (ii) expiration of a Term License; or (iii) either party terminates the license for a material breach that is not cured within ten (10) days of written notice to the other party, except that termination is immediate for a material breach of a nature that is impossible to cure. Upon termination of a license, Licensee shall (i) cease access and use of Web Services and clear Web Services client-side data cache and (ii) cease use, uninstall, remove, and destroy all Software, Data, and Documentation and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such actions to Esri.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Esri warrants that (i) the unmodified Software will substantially conform to the published Documentation and (ii) media on which the Software, Data, and Documentation are provided will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.

6.2 Data and Web Services Disclaimer. Data and Web Services may contain some nonconformities, defects, errors, or omissions. THE DATA AND WEB SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that Data and Web Services will meet Licensee's needs or expectations, that the use of Data and Web Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on Data or Web Services, and Licensee should always verify actual Data or Web Services.

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(E300 10/15/2010)**

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The scope of use for the Software, Data, Web Services, and Documentation identified below is described in the applicable footnotes identified in parentheses.

Software

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS API for iOS, Windows Phone, or Android (1, 16, 25, and 33)
- ArcGIS Desktop
 - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Server
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
 - ArcGIS Server Geoportals Extension (either 3, 4, or 5 and 7 and 52)
 - ArcGIS Server Image Extension (7, 8, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
 - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, 35, and 53)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
 - Desktop (either 1 or 2 and 25)
 - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
 - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
 - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)
- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)
- Esri Business Analyst Server
 - Workgroup (either 3, 4, or 5 and 8, 9, 21, 25, 28, 29, 31, 33, 39, 40, 45, and 48)
 - Enterprise (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 39, 40, 45, and 48)
- Esri Business Analyst Server Developer (3, 6, 25, 33, 35, and 51)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- Geoportal Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLE (1)
- NetEngine Internet (5)
- Tracking Server (either 4 or 5 and 31)

Web Services

- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)

Data

- ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Esri Data & Maps (either 1, 2, 3, 4, or 5 and 23 and 37)
- Esri Data (either 1, 2, or 5 and 25 and 48)
 - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
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TECHNICAL SUPPORT RESPONSE TIME MATRIX

Severity	Criteria	Response Time*	Resolution Time**
Critical	<ul style="list-style-type: none"> ■ Causes a severe impact on business operations (e.g., critical business processes are disabled) due to inability to access data. ■ No work-around available. 	Four (4) hours (Critical issues must be reported or followed up via telephone.)	If unresolved, ESRI will update status in writing within twenty-four (24) hours. ESRI will work to correct problem during standard hours until it is resolved or a work-around is provided, if available.
High	<ul style="list-style-type: none"> ■ Causes a noncritical impact on business operations (e.g., significant degradation of quality or handling of data). ■ Intermittent disruption of full program availability that cumulatively affects business operations. ■ No stable work-around available. 	Eight (8) hours	If unresolved, ESRI will update status in writing within twenty-four (24) hours. ESRI will work to correct problem during standard hours until it is resolved or a work-around is provided, if available.
Medium	Causes a minor impact on business operations (e.g., minimal degradation of program operations or data).	Two (2) days	ESRI will make reasonable efforts to resolve the problem or provide a work-around while keeping Licensee updated at a minimum every three (3) days until closure of the support incident.
Low	Causes little or no impact on business operations of end user.	Two (2) days	ESRI will make reasonable efforts to resolve the problem or provide a work-around while keeping Licensee updated at minimum every five (5) days until closure of the support incident.

* Response time is defined as the period of time that ESRI is provided to acknowledge receipt of communication of a software error or problem from the customer.

** Resolution time starts after ESRI has confirmed that the problem is an ESRI Software error.

Response/Resolution times are exclusively from 5 a.m. to 5 p.m. Pacific time, Monday through Friday, ESRI holidays excepted.

To qualify for continuing technical support, the customer must be under ESRI Maintenance and implement new software releases. Additional support services are available subject to payment of additional fees.

The level to which a product version is supported is described in each Product Life Cycle document stored and frequently updated at: <http://support.esri.com/index.cfm?fa=knowledgebase.productLifeCycles.gateway>.

To the extent that a critical or high severity issue impacts Licensee and also other ESRI customers, ESRI shall use commercially reasonable efforts to provide priority Support treatment that fall within the scope of Technical Support Services.

Esri U.S. Software
Standard Maintenance Program

Last edited: November 3, 2010

Article 1.0 Introduction

1.1 Purpose. The purpose of this Esri US Standard Maintenance Program ("**Program**") document is to:

- Describe the Program for U.S. customers.
- Provide definitions of Maintenance and support-related terminology used by Esri.
- Describe Maintenance subscription quoting and invoicing procedures.
- Describe the services provided by Esri Support Services.
- List general procedures and conditions including contact information and requirements.

1.2 Program Overview. The Program, also referred to as "**Standard Maintenance**," or "**Maintenance**," is the support Esri makes available for unmodified Software to the Software licenseholder ("**Licensee**"), including Incident tracking, attempts to correct reported problems, new releases, and enhancements. Maintenance for the first year is automatically included when qualifying Software is licensed. To determine which Software includes first-year Standard Maintenance, consult Esri's Product Qualification webpage, <http://www.esri.com/apps/products/maintenance/qualifying.cfm>.

The Program is composed of the following:

- Automatic shipment of Software Updates.
- Esri Support Services.
- Registration (where applicable) to the annual Esri user conference.
- Priority consideration for Esri's Software Beta Program, which allows the Licensee to preview and test Software prior to general release.
- Subscriptions to *ArcNews* and *ArcUser*.
- Notification of Software promotions, when offered.

Article 2. Definitions and Descriptions

Capitalized terms used in this Program shall have the following:

2.1 Authorized Caller or Point of Contact

An Authorized Caller or Point of Contact is an individual designated by Licensee who may contact Esri to request technical support (e.g., to report Software Incidents or request assistance with Software use).

2.2 Customer Number

Customer Number means a unique number created and provided by Esri that identifies each Esri customer site. The number is between one and six digits and may also be referred to as an *end user* or *client ID* number on the invoice and/or packing list that is shipped with Esri software.

2.3 Hot Fix

A Hot Fix is a single fix in one of the specific functional areas deemed critical for a specific site (e.g., when production has stopped). When a business justification review is completed and a complete technical feasibility assessment results in approval, the fix is delivered directly to the

customer or to a local distributor, usually via FTP. The documentation delivered with the Hot Fix clearly identifies the software problems(s) that are addressed by a Hot Fix and any limitations. Hot Fixes are tested by the affected team(s) in a focused manner. Hot Fixes are incorporated into subsequent service packs. Hot Fixes do not add new functionality. Hot Fixes are not functional unless the end user already has the required Product release installed.

2.4 Incident

An Incident is the record of a customer request for technical assistance made by phone, e-mail, fax, web form, or chat. It contains technical notes and documentation of all interactions between the customer and support representative related to the request. Depending on how the request was initiated, an Incident or tracking number is provided by a support representative either verbally or by e-mail confirming the creation of the Incident. The Incident number is used for referencing the request. The status of an Incident can be open (active) or closed (inactive).

2.5 Maintenance Renewal Quote

The Maintenance Renewal Quote is the non-invoice notification, issued 90 days before the expiration of a Maintenance term, to all customers who have current Maintenance subscriptions that are nearing the Maintenance term expiration date. The quote is sent to the Point of Contact who has been designated to receive all Maintenance-related correspondence from Esri. The Maintenance quote is sent via e-mail or fax and contains information about the forthcoming Software Maintenance term, which includes the type of Software licensed and quantity of licenses, the type of Maintenance subscription (primary or secondary), the start and end dates of the Maintenance term, and the anticipated Maintenance renewal fees due for each type of Maintenance subscription. Maintenance renewal quotes are valid for 90 days from date of issuance.

2.6 Maintenance Term

The Maintenance Term is the Maintenance subscription duration as defined by the Maintenance start and end dates, during which customers with licensed products who have purchased Maintenance are entitled to receive applicable Maintenance benefits.

2.7 Patch

A Patch is a single fix (see Hot Fix) or a set of related fixes in a specific functional area of the software that will affect a large number of customers and needs to be posted on the web for general availability. Once a Patch is released it will be incorporated into a subsequent service pack release. Patches are tested by the affected teams. Patches do not add new functionality. Patches are not functional unless the end user already has the required product release installed.

2.8 Primary Maintenance

Primary maintenance subscriptions include 12 months of technical support for one authorized caller and updates for one license. Primary maintenance is applicable to the first software license. For example, the first of every 10 ArcInfo licenses and/or any of its extensions that you acquire is considered a primary license (i.e., copies 1, 11, 21, 31, and so on).

2.9 Secondary Maintenance

Secondary maintenance subscriptions provide software updates but technical support is covered under primary maintenance and is typically applied to the additional nine software licenses of every

10 licenses. However, you may choose to have any combination of primary and secondary maintenance subscriptions as long as a minimum ratio of one primary to nine secondary licenses is maintained. For example, you may choose to have additional primary maintenance subscriptions to acquire additional primary maintenance benefits such as additional complimentary Esri User Conference registrations or added authorized callers.

2.10 Software License

A Software License is the limited grant of rights to use a Software program or component as defined by the terms and conditions in the Esri software license agreement.

2.11 Software Updates

Software Updates are a collection of files that correct a problem with a Software program or improve the Software through enhancements. Updates are distributed automatically to customers who are current on Maintenance and elect to receive media delivery, as part of the benefits of a Maintenance subscription. Customers may also elect to receive updates through web download; in such cases, Esri will send an e-mail message to the customer's designated Points of Contact advising when a new release is available for download.

2.12 Support Services

Support Services is Software technical support or technical assistance provided by Esri to the Licensee and the Esri user community. See Article 3.0 Support Services for a more detailed description.

Article 3.0 Support Services

3.1 Support Services. Esri Support Services comprises the following:

a. Telephone Support and Incident Reporting/Logging

If a technical issue arises that Licensee needs help with, Licensee can log an Incident with Esri over the phone. Support hours are Monday through Friday, 5:00 a.m. to 5:00 p.m. (Pacific Time). Licensee is not limited to a set number of times telephone support can be contacted. Licensee can reach Esri at 888-377-4575, ext. 2.

b. Secure Live Remote Support

Esri may interact with Licensee's system using Citrix® GoToAssist tool to assist with technical support.

c. Esri Online Support Center

The Esri Online Support Center is an Esri Web site that communicates new technical information to Licensee and to the Esri user community in the form of updated product documentation, blog posts, technology announcements, and more. The Esri Online Support Center can be found at <http://support.esri.com>. Licensee can also report an Incident using the Esri Online Support Center.

d. Esri User Advocacy Group

A User Advocacy Group is a group within Support Services created to improve Esri's ability to understand and respond to technical issues impacting Esri licensees. The UAG encourages feedback from the user community by collecting user information which is presented to development teams to help shape the future direction of Software. UAG may be contacted through Esri Support Services.

e. Hot Fix

A Hot Fix is defined above under Article 2 Definitions.

f. Knowledge Base

Esri's Knowledge Base is a database of known Software problems, "how-to" documents, white papers, system requirements, and common error messages for Esri Software. It can be accessed by navigating to <http://support.esri.com> and clicking the Knowledge Base tab.

g. User Forums

The Esri Software user forums are Web based and provided to share questions and knowledge about technical details and techniques for accomplishing tasks. The user forums can be accessed by navigating to <http://support.esri.com> and clicking the User Forums tab.

h. Web Help

Web Help is an up-to-date version of the help system shipped with the product; new information is added and existing topics are updated as necessary. Web Help can be accessed by navigating to <http://support.esri.com>, clicking the Knowledge Base tab, and clicking the Web Help link.

i. Product Documentation

Product Documentation is part of Knowledge Base and includes How-To documents, FAQs, Tutorials, Tips and Tricks, Functionality Matrixes, Best Practices, and What's New? sections on Esri's past and current products. Product Documentation can be accessed by navigating to <http://support.esri.com>, clicking the Knowledge Base tab, and clicking the Product Documentation link.

j. Customer Care Portal

The Customer Care Portal is a self-service tool for licensing, downloads, Incident management, and software problem management. The Customer Care Portal is a key tool in the acquisition and use of ESRI Software. The Customer Care Portal can be found at <http://customers.esri.com>.

k. Support Newsletters

Licensee can subscribe to *ArcNews*, which contains articles specific to Support Services. These articles contain technical and product information designed to enable our customers to work more effectively with Esri Software. To subscribe to *ArcNews*, visit www.esri.com and click *ArcNews* under the News tab.

3.2 Support Services Scope

- Technical assistance provided through Esri Support Services is limited to unmodified Esri Software.
- Sample applications that ship with each product are provided for demonstration purposes and are considered unsupported.
- Patches received outside a product's life cycle deliverables are considered unsupported unless authorized by Esri.
- The technical support resources available during a product's life span are described in the Product Life Cycle Support Policy at <http://help.arcgis.com/en/shared/product-life-cycle/ProductLifeCycle.pdf>. The four support phases of Esri's Product Life Cycle are outlined in this document. The Life Cycle Support status for each of the Esri software products can be found at <http://resources.arcgis.com/content/product-life-cycles>.
- Technical assistance through Esri Support Services is not available for hardware, graphic cards, monitors, plotters, graphic printers, digitizers, modems, and other like peripherals which are not provided by Esri, except to answer questions of how standard, supported devices interface to Esri Software.
- These terms and conditions are subject to change by Esri with thirty (30) days written notice.

3.3 Accessing Support Services

Licensees are required to designate Authorized Callers for all direct support services-related communications with Esri. Esri's Product Qualification webpage identifies the number of Authorized Callers that Licensee may designate for each software product. If the Licensee has an enterprise license or site license agreement with Esri, the Authorized Callers will be identified by name in the license agreement. Licensee may replace an Authorized Caller at any time by notifying Esri Support Services.

Licensees within the United States may contact Support Services between 5:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, except for Esri holidays. International users should contact their local Esri distributor for these services.

Tel.: 888-377-4575, ext. 2

Fax: 909-792-0960

E-mail: support@esri.com

Web: <http://support.esri.com>

a. By Telephone

Each reported technical support request is logged as an Incident and given a unique identification number for Licensee's reference and tracking. After an Incident is logged, the caller is connected to a technical specialist who will be dedicated to work on the Incident until it is resolved or determined to be a problem in the Software. If a specialist is unavailable, the call is placed in a dispatch queue. Licensee will then be contacted by the first available technical specialist.

b. By E-mail, Fax, or Web Form

Fax and e-mail support are available to Licensees who do not want to telephone or who cannot reach technical support during normal operating hours. Licensee may in addition request support by completing an on-line web form available at <http://support.esri.com/en/webform>. Requests through these channels are received 24 hours a day, 7 days a week, but are logged and assigned to a technical specialist beginning the next business day. Support requests are answered on a first come, first served basis. All Incidents reported by fax, e-mail, or web form are given the same priority and level of attention as those reported by telephone.

All requests for technical support must contain detailed information about Licensee's Incident. To help expedite a solution, technical specialists expect information that includes Licensee's type and version of Esri Software, hardware platform, and peripherals (if applicable); the version of operating system; a description of the problem; and Licensee's Esri customer number. Please refer to the Preparing for Contacting Support Services section below for additional details. Esri's technical specialist will respond by telephone, fax, or e-mail.

c. By Chat

Another method of contacting technical support is to use online chat. Each valid chat interaction is logged as an Incident and given a unique identification number for Licensee's reference and tracking. The licensee is connected to a technical specialist who will be dedicated to work on the Incident until it is resolved or determined to be a problem in the Software. Chat-based requests are received during business hours. To begin a chat, click the button for 'Chat with an Analyst' on Esri's Online Support Center Web-site. The URL is <http://support.esri.com/en/webform-chat>.

3.4 Resolution Time

Resolution times are dependent on factors that are often outside the control of Esri. These factors often include but are not limited to operating system limitations, limitations based on user-designated workflow, security issues, integration with third-party applications that have not been provided by Esri and customer availability. Usually, Esri is able to answer questions and suggest solutions to Incidents on the same day it receive requests, but the turnaround time for a response may depend on the complexity of the Incident. While it is Esri's goal to provide an acceptable resolution to all incoming issues, Esri cannot predict resolution time.

3.5 Preparing for Contacting Support Services

When contacting Esri for technical assistance, Licensee must be prepared to provide as much of the following information as possible:

- Licensee's Esri Customer Number
- The phone number and e-mail address where Licensee can be reached
- The version of the Software Licensee is using
- The version of the operating system Licensee is using
- The database Licensee is using, if applicable
- A description of what Licensee was doing when the problem occurred
- The exact wording of any error messages that may appear on the screen
- Any steps taken to resolve the problem

Article 4.0 Maintenance Renewal and Expiration

4.1 Renewal Notice. Esri will notify Licensee when Maintenance subscriptions are scheduled to expire. If Licensee wishes to renew Maintenance, a quote is mailed to the Licensee.

4.2 Maintenance Expiration. If Esri has not received an order or payment prior to the termination date, Licensee will receive a notification stating that Licensee Maintenance term has expired. Technical support will be extended for an additional thirty (30) days and Licensee will no longer be eligible to receive any Software Updates that are released after the Licensee Maintenance term has expired. Any other Maintenance activities that are contingent on a current Maintenance subscription will also be terminated.

If a purchase order or payment is received during the extended thirty (30) day technical support period, all benefits will be reinstated. However, if no order or payment is received, Licensee will no longer be able to receive technical support and Licensee's Maintenance subscription will be considered to have expired.

Article 5.0 Payment

5.1 Payment. Maintenance program subscriptions can be purchased in advance on an annual basis. Fees are due and payable annually in advance. Payment terms will be Net 30 Days.

5.2 Prorating Maintenance Terms. If multiple Software products have been licensed throughout the course of a year by one customer, separate Maintenance quotes for each product are not issued. Instead, the Maintenance anniversary date for each license is prorated to the anniversary date of the

first product licensed, with Maintenance. All licensed Esri Software products offering a maintenance subscription are synchronized to reflect a common Maintenance start and end date, regardless of when each was first licensed. These prorated dates will be reflected on the Maintenance renewal quote.

5.3 Reinstatement of Lapsed Maintenance Subscriptions. If Maintenance has lapsed, Maintenance reinstatement fees equal to the amount of back maintenance from the date maintenance lapsed, in addition to the current fees, will be required to be paid to reinstate Maintenance.

Article 6.0 User Conference Registration

6.1 Registration Guidelines

a. Maintenance for some Esri Software includes registration at Esri's annual user conference at no additional charge. Unless otherwise agreed by Esri and the Licensee, Esri's Product Qualification webpage establishes which products qualify for user conference registrations and the number of registrations available for each product.

b. If the Licensee has an enterprise license agreement, partner agreement, or other master agreement with Esri, the agreement may provide for a different number of user conference registrations.

c. Maintenance for ArcGIS extension Software and secondary Maintenance for any Software (except ArcGIS, ArcView, and ArcEditor) do not include any entitlement for user conference registrations. Only the standard Maintenance programs provide this benefit.

d. For Software licensed on a concurrent or single use basis, the number of registrations available may depend on the total number of concurrent or single use licenses currently covered under a Maintenance subscription. In these cases, the total number of Maintenance subscriptions is considered regardless of Maintenance type (e.g., primary or secondary). In other words, both primary and secondary licenses count toward the total.

e. Staging Server Licenses and Software obtained under the EDN program do not qualify for user conference registrations.

f. Esri reserves the right to withhold user conference registrations from customers who are substantially delinquent in Maintenance payments due to Esri.

g. User conference registrations are assigned to customers in the order that registration forms are received. If the customer number listed on the registration form does not meet the above guidelines, or if the number of attendees from each site exceeds the number of user conference registrations available to the site based on qualifying Maintenance benefits, the customer will be responsible for any additional registration fees.

h. Presenting a paper, submitting a poster, submitting a Software application, or having other involvement with the conference does not automatically register Licensee or exclude Licensee from user conference fees. All presenters must register and pay the appropriate fees (or Maintenance) to attend the conference.

i. A list of Licensee's Software licenses can be found on Licensee's annual Software Maintenance

subscription invoice.

j. User conference registrations are nontransferable.

Article 7.0 Contacting Esri

Esri Support Services (technical support) Center

Tel.: 888-377-4575, ext. 2

Fax: 909-792-0960

E-mail: support@esri.com

Website Address: <http://support.esri.com>

Support Web Form: <http://support.esri.com/en/webform>

Chat: <http://support.esri.com/en/webform-chat>

Hours: 5:00 a.m. to 5:00 p.m. (Pacific time) Monday through Friday, except Esri holidays

Esri Corporate Offices

Tel.: 909-793-2853

Fax: 909-793-5953

E-mail: info@esri.com

Hours: 8:00 a.m. to 5:00 p.m. (Pacific time) Monday through Friday, except Esri holidays

Esri Customer Service

Tel.: 888-377-4575, ext. 5

E-mail: service@esri.com

Web: <http://service.esri.com>

Hours: 8:00 a.m. to 5:00 p.m. (Pacific time) Monday through Friday, except Esri holidays

380 New York Street, Redlands, California 92373-8100, USA

Telephone 909-793-2853 • Fax 909-793-5953

Web: <http://www.esri.com>

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PSC 43213-14/15

Esri Old Contract Amendment 2007

City and County of San Francisco
 Office of Contract Administration
 Purchasing Division
 City Hall, Room 430
 1 Dr. Carlton B. Goodlett Place
 San Francisco, California 94102-4685

AMENDMENT NO. 1
 TO
 SOFTWARE LICENSE AGREEMENT
 BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO
 AND
 ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

This Amendment No. 1 (Amendment) is made on April 10, 2007 and changes the Software License Agreement and related attachments (Agreement) made on April 11, 2005 as follows:

1. **Web Services.** Each instance of "Software, Data, or Documentation" is replaced with "Software, Data, Web Services, or Documentation" except for the following:

- a. Paragraph 11 Limited warranties and Disclaimers, Sub-paragraph D Remedies
- b. Paragraph 13 Indemnification, Sub-paragraph B
- c. Paragraph 13 Indemnification, Sub-paragraph C
- d. Paragraph 13 Indemnification, Sub-paragraph D

2. **Paragraph 1. Definitions.** The following new definitions are added to this section:

- "Beta" means any alpha, beta, or prerelease Software, Data, Documentation, or Web Services.
- "Web Services" means software functions and third-party data components that perform GIS functions, tasks, or data services and are accessed over the Internet.

3. **Paragraph 1. Definitions.** The definitions for "Software" and "Documentation" are changed to read as follows:

- "DOCUMENTATION" The printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings supplied under this License Agreement.
- "SOFTWARE" The actual copy of all or any portion of ESRI's proprietary geographic information system (GIS) software technology, computer software code, components, dynamic link libraries (DLLs), underlying organization, object model, and programs delivered on any media, including but not limited to, alpha, beta, prerelease, restricted version(s), or final commercial any release provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, patches, hot fixes, sample code, sample application, sample extension, or merged copies permitted hereunder or subsequently supplied under this Agreement.

4. **Paragraph 3. Term of the Agreement.** The following new sentence is inserted:

The term of this Agreement is extended two years from April 10, 2007 to April 11, 2009.

5. **Paragraph 11. B Data Disclaimer.** This Section is changed to read as follows:

Data and Web Services Disclaimer—Any Data or Web Services provided to the City under this Agreement have has been obtained from sources that Contractor believes are reliable, but Contractor does not guarantee accuracy and completeness of the Data or Web Services. The Data and Web Services also may contain some nonconformities, defects, errors, or omissions. CONTRACTOR AND ITS LICENSOR(S) MAKE NO WARRANTY WITH RESPECT TO THE DATA AND WEB SERVICES AND ARE PROVIDED "AS IS." Without limiting the generality of the preceding sentences, Contractor and its licensor(s) do not warrant that the Data and Web Services will meet City's needs or expectations, that the use of the Data and Web Services will be uninterrupted, or that all

nonconformities can or will be corrected. Contractor and its licensor(s) are not inviting reliance on this Data or Web Services, and City should always verify actual Data or Web Services including, but not limited to, map, spatial, raster, and tabular information.

- 6. **Appendix A: Master Purchase Agreement, E500.** Appendix A Master Purchase Agreement (E500 1/05) is replaced in its entirety with the attached Appendix A Master Purchase Agreement (E500 11/06).
- 7. **Appendix B: General License Terms and Conditions, E200.** Appendix B General License Terms and Conditions (E200 3/05) is replaced in its entirety with the attached Appendix B General License Terms and Conditions (E200 10/06).
- 8. **Appendix C: Exhibit 1 - Scope of Use, E300.** Appendix C Exhibit 1 - Scope of Use (E300 3/05) is replaced in its entirety with the attached Appendix C Exhibit 1 - Scope of Use (E300 5/07).
- 9. **Appendix D: Price List, E405.** Appendix D Price List (E405 2/05) is replaced in its entirety with the attached Appendix D Price List (E413 5/07).

All other terms and conditions shall remain the same. Accepted and agreed with the intent to be legally bound:

CITY

By: [Signature]
Authorized Signature

Printed Name: Blair Adams

Title: Chief Consulting Officer

Date: August 8, 2007

CONTRACTOR

[Signature]
Authorized Signature

Printed Name: LAURA DANGERMOND
VICE PRESIDENT

Title: _____
Date: AUG 13 2007



MPA TERMS AND CONDITIONS
(State and Local)
(E500 11/06)

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

ARTICLE 1—DEFINITIONS

All definitions in other parts of the MPA shall have the same meaning in this ESRI MPA Terms and Conditions. In addition, the following definitions apply to this MPA:

- a. **"Authorized Entity"** means a political subdivision of the governmental body authorized by Customer to order and acquire Software, Data, Web Services, Documentation, products, or services under this Agreement.
- b. **"License Agreement"** means the General License Terms and Conditions (E200) and Exhibit 1, Scope of Use (E300).
- c. **"Licensee"** means the Customer or an Authorized Entity that places orders pursuant to this Agreement.

ARTICLE 2—TERM OF AGREEMENT

Licensee's right to purchase under this Agreement shall remain in effect until April 10, 2009 unless terminated earlier as set forth in Article 5—Termination; Cancellation. The term may be extended upon mutual written agreement. The term of any Software, Data, or Web Services licenses ordered through this Agreement shall be as stated in the License Agreement. ESRI may elect to not renew this Agreement should total orders for licenses, training, consulting, or custom application development not exceed fifty thousand dollars (\$50,000.00) per year or one hundred thousand dollars (\$100,000.00) for the period April 11, 20067 through April 10, 2009.

ARTICLE 3—PRODUCT OFFERINGS

3.1 Discontinued Items. ESRI may, at its sole discretion, discontinue offering any Software, Data, Web Services, Documentation, or other product and services included in this Agreement at any time upon reasonable written notice.

3.2 New Items. ESRI may, at its sole discretion, offer new Software, Data, Web Services, Documentation, hardware, services, or larger quantity discount pricing by providing written notice. ESRI may require additional license terms prior to use of new Software, Data, Web Services, Documentation, hardware, or services. Such notice shall become part of this Agreement upon (i) ordering Software, Data, Documentation, Web Services, hardware, or services covered by the notice or (ii) thirty (30) days after Licensee's receipt of notice, whichever is sooner. Licensee may object in writing to the terms of the notice prior to the occurrence of (i) or (ii). Any objections or changes to the terms in the notice shall require written agreement of both parties.

ARTICLE 4—GRANT OF LICENSE AND SCOPE OF USE

The license grant and permitted uses specified in Article 3 and Article 4 of the License Agreement are restricted to use within the United States of America, its possessions, and territories. For Internet mapping Software, the server must be located within the United States of America, its possessions, and territories.

ARTICLE 5—TERMINATION; CANCELLATION

5.1 Termination

- a. **Termination for Convenience.** This Agreement may be terminated by either party upon forty-five (45) days' written notice. ESRI, at its sole election, may terminate the right of any Authorized Entity to participate in this Agreement in accordance with this provision without terminating this Agreement with respect to Customer or any other Authorized Entity.
- b. **Termination for Breach.** Without prejudice to any other right or remedy available, this Agreement may be terminated for breach provided the breaching party is given forty-five days' written notice. Termination of this Agreement shall be effective upon written notice to Licensee if Licensee discloses any trade secret or other information proprietary to ESRI in breach of this Agreement.

ESRI Contract No. 2004MPA2965

- c. **Licensee Obligations Upon Termination.** On termination of this Agreement, all accounts and payments will be processed according to financial arrangements set forth herein for performance rendered to the date of termination. After termination, Licensee shall no longer be permitted to place orders under this Agreement. .
- d. **License Survival.** Upon expiration of this Agreement or voluntary termination of this Agreement for the convenience of Licensee, Licensee may continue to retain and use such licensed Software, Data, Web Services, and Documentation in accordance with the License Agreement. Licensee may then directly and separately contract for Software maintenance.

5.2 Cancellation of an Order. Purchase orders, other than for the initial purchase, may be canceled by Licensee in whole or in part, upon forty-five (45) days' written notice to ESRI. There will be no cancellation charge for canceled Software, Data, or Documentation unless such Software, Data, or Documentation has been delivered. If the Software, Data, or Documentation has been shipped, the cancellation will require Licensee payment of return shipping costs. Licensee has the right to cancel hardware purchases forty-five (45) days prior to scheduled delivery without cost. After hardware delivery or within forty-five (45) days of scheduled delivery, cancellation of the hardware purchase is subject to a manufacturer cancellation charge not to exceed thirty-five percent (35%) of hardware list price. There are no refunds for cancellation of a subscription or maintenance if the term for the subscription or maintenance has started.

ARTICLE 6—FUNDING; NO MINIMUM PURCHASE

6.1 Funding. Where the financial obligations of Licensee payable after the current fiscal year are contingent upon funds being appropriated, budgeted, or otherwise made available, and the funds are not appropriated or otherwise made available, this Agreement may be terminated as set forth in Article 5.

6.2 No Minimum Purchase. Licensee does not guarantee to purchase any certain quantity under this Agreement.

ARTICLE 7—ORDERS

7.1 Licensee Purchase Orders. Licensee shall issue purchase orders to ESRI for Software, Data, Web Services, Documentation, services, or hardware based on the pricing specified in this Agreement. Licensee should confirm hardware pricing and model availability with ESRI prior to placement of a purchase order. The terms and conditions of this Agreement shall govern all orders issued by Licensee. Any additional or different terms included with an order shall require approval by ESRI via a written modification to this Agreement to be binding.

7.2 Purchase Order Requirements. The following information shall be included in each purchase order:

- a. Name or identification of Licensee, place of delivery, and the end user name and contact information
- b. Purchase order number
- c. Date delivery is requested (minimum thirty [30] days after ESRI receipt of order)
- d. Primary site for maintenance if primary maintenance is *not* ordered
- e. Quantity, description, and unit price
- f. On the face of the purchase order, print the following statement: "Subject to ESRI Master Purchase Agreement No. 20042965."

7.3 Additional Quotes. Licensee may request a quote for any new or unlisted Software, Data, Web Services, services, or hardware and issue a purchase order under this Agreement. ESRI may require additional license terms for use of the new or unlisted Software, Data, Web Services, services, or hardware.

7.4 Authorized Entity. An Authorized Entity may order or acquire Software, Data, Web Services, Documentation, hardware, services, or maintenance subject to this Agreement. Authorized Entities will be required to assent to the terms of this Agreement. ESRI shall not fill any purchase orders that do not adequately provide the information identified in section 7.2.

7.5 Registration/Keycode Request. To activate Software subject to a License Manager, Licensee may be required to register or obtain a keycode through ESRI's Web site at myESRI.com or through ESRI's Customer Service Department.

ARTICLE 8—ESRI AUTHORIZED RESELLER ORDERS

8.1 Criteria to Order from Reseller. Licensee may purchase certain Software from an authorized ESRI reseller under the terms of this Agreement if the following requirements are satisfied:

- a. The quotation for Software and the selection of the ESRI reseller must comply with all applicable state and local public procurement laws and regulations;
- b. The ESRI reseller must be a member of the ESRI Business Partner Program in good standing at the time the ESRI reseller places the order with ESRI and be authorized to provide the Software ordered as defined at ESRI Web site <http://gis.esri.com/partners/index.html>. Select "Resellers" to view the authorized resellers and the Software they are authorized to provide; and
- c. The Licensee purchase order forwarded by the reseller to ESRI must list the information requested in section 7.2, the ESRI reseller name, and the Software MPA pricing [Reseller must use MPA pricing to use this Agreement.].

8.2 Order Process. If all conditions of sale under this Agreement are met, ESRI will accept the order and the authorized reseller will receive a sales commission. ESRI will deliver the Software directly to Licensee, invoice, and receive payment for any such order. If ESRI does not accept the order, Licensee may enter into a direct transaction with the ESRI reseller, and the order will not be processed under this Agreement.

8.3 ESRI Reseller List. Upon request, the ESRI regional office will provide Licensee with a list of authorized ESRI resellers in good standing that do business in Licensee's state.

ARTICLE 9—PRICING

9.1 Pricing. ESRI will provide Software, Data, Web Services, Documentation, maintenance, and support specified at the prices incorporated into this Agreement. The specified prices stated in the incorporated ESRI Price List are exclusive of shipping, installation, and applicable taxes. ESRI may update the pricing no more than once each calendar quarter upon written notice to Customer.

9.2 Hardware. Hardware purchases will be processed in accordance with procedures in Article 12, Hardware Purchases. ESRI is subject to hardware vendors' price fluctuations; however, ESRI shall provide a firm quote for hardware valid for sixty (60) to ninety (90) days upon written request. Licensee shall confirm delivery dates with ESRI's hardware manager prior to placing orders.

9.3 Custom Software and Application Services. Custom software and application services are available on a time and materials or firm fixed price basis via a signed task order. The Customer Software, Technical Data, and Assistance License Addendum (E600) and the Time and Material Rate Schedule (J-7264-a/BD) together comprise the applicable terms, staffing, and hourly labor rates (hourly rates applicable only for time and materials projects) for any such work to be performed under this Agreement. Labor rates are subject to annual escalation not to exceed seven and one-half percent (7.5%) in January of each year. The scope of work and any additional terms are subject to mutual agreement in the task order. Information and arrangements regarding Custom Software and Application Services are available from the Implementation Services Program Manager, at 909-793-2853, ext. 1546.

9.4 Training Services. Training will be provided in accordance with the policies defined under "Education and Training" at www.esri.com and the ESRI Client Site Training Terms and Conditions (E207) incorporated herein. Training prices are subject to annual escalation, not to exceed seven and one-half percent (7.5%) in January of each year.

9.5 Freight. Freight terms are FOB Origin with freight charges prepaid and added to the invoice. Standard shipping is by two (2)-day air via UPS or equivalent carrier. Expedited express delivery for Software can be arranged. Shipping and handling charges may be confirmed in advance; the ESRI invoicing program will incorporate the current fees automatically. There may be periodic changes due to fluctuations in the transportation industry fees.

ARTICLE 10—MAINTENANCE

ESRI will provide maintenance, comprised of updates and technical support as specified in the latest software maintenance program found on the ESRI Web site at <http://esri.com/legal/maintenance>.

Maintenance is generally offered on an annual basis. Upon expiration of any complimentary maintenance year or any subsequent maintenance term, Licensee may issue a purchase order under this Agreement for renewal of maintenance at the

terms and pricing then in effect. Upon acceptance of an ESRI quotation, the purchase order shall be issued in advance or no later than concurrent with the present maintenance term. If maintenance lapses, Licensee must pay back maintenance fees to reinstate maintenance.

ARTICLE 11—TERMS OF COMPENSATION AND ACCEPTANCE

11.1 Terms of Compensation. Software, Data, Documentation, and hardware will be invoiced one-hundred percent (100%) upon shipment. Web Services will be invoiced one-hundred percent (100%) upon issuance of access codes. Software and hardware installation and training services, as applicable, will be invoiced upon completion. Licensee agrees to pay each invoice in full within thirty (30) days of receipt of a valid invoice.

11.2 Acceptance. Unless rejected in writing, acceptance of any shipment of Software, Data, Documentation, and hardware shall be presumed to have occurred fifteen (15) days after shipment by ESRI. Acceptance of Web Services occurs upon issuance of access codes. If ESRI installation is ordered, acceptance occurs upon completion of ESRI Software installation and testing, unless rejected in writing.

11.3 Rejection of Order. ESRI may reject any purchase order if Licensee fails or refuses to pay any license or service fee due and payable.

ARTICLE 12—HARDWARE PURCHASES

12.1 Hardware Purchase Procedures. ESRI is a value-added hardware reseller. Licensee acknowledges that ESRI is restricted from selling hardware to any user who has not licensed Software.

ESRI shall provide hardware prices by written quotation prior to issuance of an order. ESRI will order hardware upon receipt of Licensee's purchase order.

12.2 Responsibilities

- a. **Licensee Responsibilities.** Licensee shall designate a person to act as its system administrator. Prior to the start date for installation, Licensee shall, at its own expense, prepare the designated site in accordance with the hardware manufacturer's or third party vendor's ("Vendor's") specifications. These preparations shall include installation of appropriate electrical wiring, air conditioning, heating, humidity control, lighting, and space for hardware components.
- b. **ESRI Responsibilities.** ESRI shall coordinate the shipping, insurance, and delivery of the various hardware components including communication with Licensee regarding appropriate logistics.

12.3 Manufacturer's Warranty and Infringement Indemnity. ESRI will pass through any hardware warranty and infringement indemnity from each respective manufacturer directly to Licensee. The Vendor's hardware is not designed for use in fail-safe environments or mission-critical applications such as, but not limited to, running nuclear operations, airport/aircraft control systems, or 911 emergency and life support response systems.

THE WARRANTIES AND INDEMNITIES SET FORTH IN THIS SECTION 12.6 FOR HARDWARE ARE IN LIEU OF, AND THIS AGREEMENT EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT THE HARDWARE IS FAULT-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; AND (ii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.

ARTICLE 13—GENERAL PROVISIONS

13.1 Order of Precedence. The General Provisions and Limitations of Liability provisions of the License Agreement shall apply to the entire Agreement unless specifically stated otherwise and are supplemented by the provisions set forth in this Article 13. In the event of a conflict between the terms of documents in this Agreement, the documents will have the following precedence: (i) ESRI MPA Terms and Conditions (E500), (ii) the License Agreement, (iii) the Customer Software, Technical Data, and Assistance License Addendum, and (iv) the ESRI Client Site Training Terms and Conditions.

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

Licensee Contact:

See signature page (E111)

ESRI Contact:

Manager, Contracts and Legal Services
ESRI
380 New York Street
Redlands, CA 92373-8100
Phone: 909-793-2853
Fax: 909-307-3020



GENERAL LICENSE TERMS AND CONDITIONS (E200 10/06)

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

ARTICLE 1—DEFINITIONS

Definitions—The terms used are defined as follows:

- a. "Beta" means any alpha, beta, or prerelease Software, Data, Documentation, or Web Services.
- b. "Data," except as otherwise provided herein, means any ESRI or third party data vendor(s) digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, reports, or associated tabular attributes.
- c. "Documentation" means all of the printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- d. "Software" means the actual copy of all or any portion of ESRI's proprietary software technology, computer software code, components, dynamic link libraries (DLLs), underlying organization, object model, and programs delivered on any media, including any release provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, patches, hot fixes, sample code, sample application, sample extension, or merged copies permitted hereunder.
- e. "Web Services" means software services or third party data components that perform GIS functions, tasks, or data services and are accessed over the Internet.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Software, Data, Web Services, and Documentation are licensed and not sold. ESRI and its Licensors own the Software, Data, Web Services, and Documentation, which are protected by United States laws and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights, inclusive of trade secrets. From the date of receipt, Licensee agrees to use reasonable means to protect the Software, Data, Web Services, and Documentation from unauthorized use, reproduction, distribution, or publication. ESRI and its Licensors reserve all rights not specifically granted in this License Agreement. ESRI or its third-party data licensor(s) reserve the right to improve and/or make changes in its offerings of the Web Services and its associated software, datasets, or information at any time.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License—Subject to the terms of this License Agreement, ESRI grants to Licensee a personal, nonexclusive, nontransferable license to

- a. Use the type and number of copies of the Software, Data, and Documentation and access Web Services (i) for which the appropriate license fees have been paid to ESRI, (ii) for Licensee's own internal use only, and (iii) in accordance with Exhibit 1 and the licensed configuration on file as authorized by ESRI.
- b. Access and use any secure ESRI Web site resources made available to Licensee for Licensee's internal use only, provided that Licensee follows ESRI's terms of use policy specified therein. All password or controlled access information provided by ESRI shall be treated as ESRI confidential information.

3.2 Beta License—Licensee may be accepted into a current Beta Testing Program. Licensee may be provided copies of, or access to, Beta for the limited purpose of testing Beta in accordance with the Beta testing policies then in effect. Delivered Beta is confidential and proprietary to ESRI and contains trade secrets, inclusive of unpublished specifications. Licensee agrees to retain all Beta in confidence. Except for a "public" Beta Testing Program, Licensee shall maintain results of testing, performance statistics, errors, or any other quality issues encountered in confidence, and agrees not to disclose same to any third party. Beta is subject to change prior to its commercial release and may never be commercially released. Licensee acknowledges that such Beta is not suitable or licensed for full use and accepts all responsibility for use of the same and any results generated. Licensee may from time to time provide suggestions or comments regarding performance, usability or effectiveness, bug reports, test reports, or other feedback (collectively, "Feedback") to ESRI with respect to Beta. ESRI retains title to such comments and may freely use, disclose, reproduce, license, distribute, and otherwise commercialize any Feedback. A Beta Testing Program may have additional requirements. See a description at <http://www.esri.com/software/maintenance/benefits/beta-program.html>.

3.3 Evaluation License—ESRI may from time to time offer a limited term license(s) for Software, Data, Web Services, or Documentation for Licensee's evaluation only.

3.4 Consultant Access—Licensee may provide access to the Software, Data, Web Services, or Documentation to any consultant or contractor of Licensee, provided that the consultant or contractor is using the Software, Data, Web Services, or Documentation exclusively for the benefit of Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this License Agreement. Licensee shall require consultant or contractor to discontinue use of, and access to, Software, Data, Web Services, and Documentation upon completion of work for Licensee.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. Licensee may install and store copies of Software, Data, and Documentation onto electronic storage device(s).
- b. Licensee may make one (1) copy of the Software, Data, and Documentation for archival purposes. Licensee may make routine computer backups.
- c. Licensee may customize the Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
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4.2 Uses Not Permitted

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- b. Licensee shall not redistribute the Software to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs without the prior written approval of ESRI as set forth in an appropriate redistribution license agreement.
- c. Licensee shall not reverse engineer, decompile, or disassemble the Software, Data, Web Services, or Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- d. Except to the extent that applicable law prohibits this restriction, Licensee shall not make any attempt to circumvent the technological measure(s) that controls access to, or use of, the Software, Data, Web Services, and Documentation.
- e. Licensee shall not redistribute the Software registration number/license authorization file(s), developer license file(s), or Web Services access codes.
- f. Licensee shall not use the Software or Web Services to transfer or exchange any material where such transfer or exchange is prohibited by intellectual property laws or any other applicable laws.
- g. Licensee shall not remove or obscure any ESRI or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Software, Data, Web Services, or Documentation.
- h. Licensee shall not unbundle individual or component parts of the Software or Data for independent use.

ARTICLE 5—TERM AND TERMINATION

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any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such actions to ESRI.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties—For a period of ninety (90) days from the date of receipt of Software authorization or keycode file(s) by Licensee, ESRI warrants that (i) the unmodified Software will substantially conform to the published Documentation and (ii) the media upon which the Software, Data, and Documentation is provided will be free from defects in materials and workmanship under normal use and service.

6.2 Data and Web Services Disclaimer—If included under this License Agreement, the Data and Web Services have been obtained from sources believed to be reliable, but the accuracy and completeness of the Data and Web Services are not guaranteed. The Data and Web Services may contain some nonconformities, defects, errors, or omissions. ESRI AND ITS LICENSOR(S) MAKE NO WARRANTY WITH RESPECT TO THE DATA AND WEB SERVICES AND ARE PROVIDED "AS IS." Without limiting the generality of the preceding sentence, ESRI and its licensor(s) do not warrant that the Data and Web Services will meet Licensee's needs or expectations, that the use of the Data and Web Services will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and its licensor(s) are not inviting reliance on this Data or Web Services, and Licensee should always verify actual Data or Web Services.

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- b. To the extent permitted by law, Licensee agrees to indemnify, defend, and hold ESRI, its officers, directors, employees, agents, subcontractors, licensors, successors, and assigns harmless from and against any and all liability, losses, claims, expenses (including attorneys' fees), demands, or damages of any kind, including direct, indirect, special, punitive, incidental, or consequential damages, arising out of or in any way connected with Licensee's use or permitting the use by others of the Software, Web Services, and Data for Fault-Intolerant Activities. Delivery of the Software, Web Services, and Data does not constitute a waiver of the rights and obligations set forth in this Article.

6.4 Special Disclaimer—SAMPLE CODE, SAMPLE APPLICATION, SAMPLE EXTENSION, HOT FIXES, EVALUATION SOFTWARE, AND BETA ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SAMPLE CODE, SAMPLE APPLICATION, SAMPLE EXTENSION, HOT FIXES, EVALUATION SOFTWARE, AND BETA.

6.5 Internet Disclaimer—BOTH PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (1) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (2) NEITHER PARTY HAS CONTROL OVER THE INTERNET, AND (3) NEITHER PARTY IS LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE WEB SERVICE.

6.6 General Disclaimer—EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. ESRI DOES NOT WARRANT THAT THE SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION WILL MEET LICENSEE'S NEEDS, OR THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

6.7 Exclusive Remedy—Licensee's exclusive remedy and ESRI's entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at ESRI's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a work-around for the Software subject to the ESRI Support Services Policy; or (iii) return of the license fees paid by Licensee for the Software or Documentation that does not meet ESRI's Limited Warranty, provided that Licensee uninstalls,

removes, and destroys all copies of the Software or Documentation and executes and delivers evidence of such actions to ESRI.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability—ESRI AND ITS LICENSOR(S) SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; COMMITMENTS IN CONNECTION WITH ANY BUSINESS; LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT OR USE OF THE SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability—EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR SOFTWARE, DATA, WEB SERVICES, OR DOCUMENTATION PURSUANT TO THIS LICENSE AGREEMENT.

7.3 Applicability of Disclaimers and Limitations—Licensee agrees that the limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted the Software, Data, Web Services, or Documentation or any other product or service delivered by ESRI. The parties agree that ESRI has set its prices and entered into this License Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 ESRI shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, which may be incurred by Licensee against any claims, actions, or demands by a third party alleging that the Software, Data, or Documentation infringes a U.S. patent, copyright, or trademark provided

- a. Licensee promptly notifies ESRI in writing of the claim thereof;
- b. ESRI has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
- c. Licensee cooperates fully in the defense of the claim.

8.2 If ESRI believes that the Software, Data, or Documentation is or will become the subject of an infringement claim, or in the event that use of the Software, Data, or Documentation is enjoined, ESRI, at its own expense, may either (i) obtain the right for Licensee to continue using the Software, Data, or Documentation or (ii) modify the Software, Data, or Documentation to make it noninfringing while maintaining substantially similar software functionality or data/informational content. If neither of such alternatives is commercially reasonable, the infringing items shall be returned to ESRI, the license shall terminate, and ESRI's sole liability shall be to indemnify Licensee pursuant to Article 8.1 and refund license fees paid by Licensee prorated on a five (5) year, straight line depreciation basis beginning from the initial date of delivery.

8.3 ESRI shall have no obligation hereunder to defend Licensee or to pay any resulting costs, damages, or reasonable attorneys' fees for or with respect to any claims, actions, or demands alleging (i) infringement that arises by reason of combination of noninfringing items, however acquired, with any items not supplied by ESRI; (ii) infringement to the extent arising from material alteration of the Software, Data, or Documentation by anyone other than ESRI, its agents, or its contractors; (iii) the direct or contributory infringement of any process patent by Licensee through the use of the Software, Data, or Documentation other than a process patent that is necessarily infringed by the internal processes executed within the Software or Data itself when the Software or Data is executed for its intended purpose; (iv) continued allegedly infringing activity by Licensee after it has been notified of the possible infringement; or (v) continued allegedly infringing activity by Licensee to the extent it arises from failure of Licensee to use the updated or modified Software, Data, or Documentation provided by ESRI for avoiding infringement.

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

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Orders—All Software, Data, Web Services, Documentation, or maintenance orders placed within one (1) year of this License Agreement's execution date shall be licensed under the terms of this License Agreement, except that new Software, Data, Web Services, and Documentation commercially released during that year may require additional terms. Orders placed and Software, Data, Web Services, and Documentation or updates provided after that time shall be governed by the then-current General License Terms and Conditions and Exhibit 1, the terms of which will be indicated on ESRI's Web site, included with a quote, or included with the deliverable Software, Data, Web Services, or Documentation.

9.2 Export Control Regulations—Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, or provide the Software, Data, Web Services, or Documentation, in whole or in part, to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control laws or regulations including amendments and supplemental additions as they may occur from time to time. Licensee shall not export the Software, Data, Web Services, and/or Documentation or any underlying information or technology to any facility in violation of these or other applicable laws and regulations including, but not limited to, the terms of any export license or licensing provision. Licensee represents and warrants that it or its employees, consultants, or customers who gain access to the Software, Data, Web Services, or Documentation are not a national, resident, located in or under the control of, or acting on behalf of any person, entity, or country subject to such U.S. export controls.

9.3 Taxes and Fees, Shipping Charges—License fees quoted to Licensee are exclusive of any and all taxes or fees including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

9.4 No Implied Waivers—The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability—The parties mutually agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Counterparts—This License Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

9.7 Successor and Assigns—Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this License Agreement without ESRI's prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding upon the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a Government contractor that has acquired Software, Data, Web Services, or Documentation under contract to the Government may assign its rights under this License Agreement to its Government customer upon written notice to ESRI provided the Government customer assents to the terms of this License Agreement.

9.8 Survival of Terms—The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement shall survive the expiration or termination of this License Agreement.

9.9 Equitable Relief—Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, ESRI shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

9.10 Government Licensee—The Software, Data, Web Services, and Documentation are commercial computer software, commercial data, commercial computer software documentation, and commercial Web Services. This License Agreement contains ESRI's commercial license terms and conditions for such items. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of the Software, Data, Web Services, and Documentation. No other license terms or conditions shall apply unless expressly agreed in writing by ESRI and Licensee. ESRI Software source code is unpublished and all rights to the Software, Data, Web Services, and Documentation are

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9.11 Governing Law, Arbitration

- a. *Licensees in the United States of America, Its Territories, and Outlying Areas*—This License Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. Except as provided in Article 9.9, any dispute arising out of or relating to this License Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If Licensee is a U.S. Government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601–613), in lieu of the Arbitration provisions of this clause.
- b. *All Other Licensees*—Except as provided in Article 9.9, any dispute arising out of, or relating to, this License Agreement or the breach thereof, which cannot be settled through negotiation, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said Rules. The language of the arbitration shall be in English. The place of the arbitration shall be at a mutually agreed location. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.



EXHIBIT 1 - SCOPE OF USE
(E300 5/07B)

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

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

Desktop GIS

- ArcReader (1 and 20)
- ArcView (either 1, 2, or 6 and 17)
- ArcEditor (either 1, 2, or 6 and 17 and 26)
- ArcInfo (either 2 or 6 and 17, and 26)
- ArcGIS Desktop Extensions (7)
- ArcView 3.x and Extensions (1, 7, and 17)

Server GIS

- ArcGIS Server and Extensions
 - Workgroup (either 3, 5, or 6 and 7, 8, 9, 28, 29, 30, 32, 38, 39, and 40)
 - Enterprise (3, 4, 5, or 6 and 7, 8, 9, 27, 31, 38, 39, and 40)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, 5, or 6 and 7, 8, 10, and 31)
 - ArcIMS ArcMap Server (either 3, 4, 5, or 6 and 31)
- Tracking Server (5 and 31)
- ArcGIS Image Server and Extensions (either 3, 4, 5, or 6 and 7, 8, 31, 41, and 42)
- RouteMAP IMS (either 3, 4, or 5 and 8, 15, and 31)

Mobile GIS

- ArcPad (1, 12, and 13)
- ArcPad Application Builder (1)
- ArcGIS Mobile ADF Application Deployments (1, 15, and 16)

Developer GIS

- ESRI Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 33, 34, 35, and 36)
- ArcGIS Engine Developer Kit (either 1 or 6 and 14, 15, 22 and 43)
 - Extensions (7)
- ArcGIS Engine Runtime (1, 15, and 22)
 - Extensions (7)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)

- NetEngine (1, 5, and 15)
- NetEngine Internet (5)

GIS Viewers and Connectors

- ArcExplorer—Java and Windows Editions (1 and 20)
- ArcGIS Explorer (1 and 20)
- ArcGIS For AutoCAD (1 and 20)

Business GIS

- ArcGIS Business Analyst (either 1 or 2)
- ArcView Business Analyst (1)
- ArcLogistics Route (either 1 or 2 and 11)
- BusinessMAP (1)

Cartographic Production

- Maplex (1)
- Military Overlay Editor (1)
- Production Line Tool Set (PLTS) for ArcGIS, GIS Data ReViewer, Job Tracking for ArcGIS (JTX) (either 1 or 2), Job Tracking for ArcGIS Server (either 4 or 5 and 7)

Web Services

- ArcGIS Online (6, 25, 33, 34, and 35)
- ArcWeb Services (6, 16, 25, and 36)

Data

- ESRI Map Data (either 1 or 5 and 23 and 37)
- Demographic Data (either 1 or 5)
 - CommunityInfo
 - Retail Marketplace
 - Consumer Expenditure
- Community Tapestry Data
 - For Appending to Customer Records (6 and 21)
 - For Area Profiles (either 1 or 2 and 21)
- Community Coder (6 and 21)
- *Sourcebook America* (1)
- Portfolio Product Suite (1)
- ArcGIS Data Appliance (6, 23, and 25)
- ArcGIS Data Appliance (Server Bundle) (6, 23, and 25)
- ArcGIS Data Appliance (Data Only) (6, 23, and 25)

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E413

Section	Description	Price
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	ArcInfo Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...)	\$1,200.00
	ArcEditor Concurrent Use License	\$6,300.00
	ArcView Concurrent Use License	\$2,857.00
	ArcGIS Spatial Analyst Concurrent Use License	\$2,040.00
	ArcGIS 3D Analyst Concurrent Use License	\$2,040.00
	ArcGIS Geostatistical Analyst Concurrent Use License	\$2,040.00
	ArcGIS Publisher Concurrent Use License	\$2,040.00
	ArcGIS Survey Analyst Concurrent Use License	\$2,040.00
	ArcGIS Tracking Analyst Concurrent Use License	\$2,040.00
	ArcGIS ArcScan Concurrent Use License	\$2,040.00
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	Secondary Maintenance for ArcView Concurrent Use License	\$500.00
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$200.00
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	\$500.00
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	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	\$200.00
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	Secondary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$200.00
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	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	\$200.00
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	Secondary Maintenance Job Tracking for ArcGIS (JTX) Concurrent Use License	\$200.00

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	Secondary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,200.00
	Primary Maintenance for ArcEditor Single Use with Extensions	\$2,100.00
	Secondary Maintenance for ArcEditor Single Use with Extensions	\$1,800.00
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	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$1,050.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$750.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Each Extension	\$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Each Extension	\$300.00
	ArcGIS Upgrades	
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License (Single use license must be on maintenance to qualify)	\$1,482.00

Section	Description	Price
	Upgrade from One ArcGIS Product to Another	
	Upgrade from ArcView Single Use to ArcEditor	\$4,489.00
	Upgrade from ArcView Single Use to ArcInfo	\$6,070.00
	Upgrade from ArcView Concurrent Use to ArcEditor	\$2,856.00
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	ArcInfo 7.x, or 8.0.x Software—UNIX/Windows NT	
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$4,000.00
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	ArcPress for ArcView UNIX License	\$285.00
	ArcPress for ArcView Windows/Windows NT License	\$285.00
2	ArcView 3.x and Extensions	
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	ArcView 3.x for UNIX License Qty. 1–5 (each)	\$1,791.00
	ArcView 3.x for UNIX License Qty. 6–25 (each)	\$1,613.00
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	ArcView 3.x for UNIX License Secondary Maintenance	\$500.00
	Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT	\$484.00
	ArcView Network Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,287.00
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	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 1–5 (each)	\$2,287.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 6–25 (each)	\$2,101.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 26+ (each)	\$1,910.00

Section	Description	Price
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,746.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,522.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 26+ (each)	\$2,293.00
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	\$500.00
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	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	\$500.00
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	\$200.00
	Windows/Windows NT	
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$976.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$878.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each)	\$780.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$400.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$300.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$1,000.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$900.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,371.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,259.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,145.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,371.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,259.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,145.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,287.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,101.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,910.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,287.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,101.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,910.00
	ArcView StreetMap	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	\$454.00
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	MapObjects—Windows Edition	
	MapObjects—Windows Edition Stand-Alone Developer's Kit (includes MapObjects—Windows Edition and 50 Stand-Alone Deployments)	\$4,081.00
	MapObjects—Windows Edition Internet Developer Kit (includes 2 MapObjects Windows Edition Developer Licenses, 2 ArcIMS Developer Licenses, and one ArcIMS Server Deployment License for up to two CPUs)	\$11,632.00
	Additional MapObjects—Windows Edition Developer License	\$816.00

Section	Description	Price
	Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under a discontinued program)	\$968.00
	MapObjects—Windows Limited Deployment Site License Kit	\$16,321.00
	Maintenance for MapObjects—Windows Edition Stand-Alone Developer Kit	\$1,000.00
	Maintenance for MapObjects—Windows Edition Internet Developer Kit	\$2,400.00
	Maintenance for Additional MapObjects—Windows Edition Developer License	\$200.00
	Maintenance for MapObjects—Windows Limited Deployment Site License Kit	\$3,000.00
	25-Pack Additional MapObjects—Windows Edition Stand-Alone Deployments	\$2,040.00
	MapObjects LT	
	MapObjects LT Web Download License	\$350.00
	MapObjects—Java Edition	
	MapObjects—Java Edition Stand-Alone Developer Kit (includes MapObjects—Java Edition Developer License and 50 Stand-Alone Deployment Licenses)	\$4,081.00
	MapObjects—Java Edition Internet Developer Kit (Includes 2 MapObjects Java Edition Developer License and Deployment License for one Server with up to two CPUs)	\$6,121.00
	Additional MapObjects—Java Edition Developer License	\$816.00
	Additional MapObjects—Java Edition Server Deployment License for one Server with up to two CPUs	\$4,081.00
	Additional MapObjects—Java Edition CPU Deployment License	\$2,243.00
	Maintenance for MapObjects—Java Edition Stand-Alone Developer Kit	\$1,000.00
	Maintenance for MapObjects—Java Edition Internet Developer Kit	\$1,500.00
	Maintenance for Additional MapObjects—Java Edition Developer License	\$200.00
	Maintenance for Additional MapObjects—Java Edition Server Deployment License for one Server with up to two CPUs	\$1,000.00
	Maintenance for Additional MapObjects—Java Edition CPU Deployment License	\$750.00
	25-Pack Additional MapObjects—Java Edition Stand-Alone Deployments	\$2,040.00
	MapObjects—Java Edition (Staging Server)	
	MapObjects—Java Edition Internet Developer Kit for Staging Server (includes two MapObjects Java Edition Developer License and Deployment License for one Server with up to two CPUs)	\$3,060.00
	Additional MapObjects—Java Edition Developer Licenses for Staging Server	\$408.00
	Additional MapObjects—Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$2,040.00
	Additional MapObjects—Java Edition CPU Deployment License for Staging Server	\$1,121.00
	Maintenance for MapObjects—Java Edition Internet Developer Kit for Staging Server	\$750.00
	Maintenance for Additional MapObjects—Java Edition Developer Licenses for Staging Server	\$100.00
	Maintenance for Additional MapObjects—Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$500.00
	Maintenance for Additional MapObjects—Java Edition CPU Deployment License for Staging Server	\$375.00
4	ArcGIS Engine Runtime	
	Standard ArcGIS Engine Runtime License	\$408.00
	ArcGIS Engine Runtime 3D Extension License	\$816.00
	ArcGIS Engine Runtime Spatial Extension License	\$816.00
	ArcGIS Engine Runtime Enterprise Geodatabase (GDB) Update Extension License	\$816.00
	ArcGIS Engine Runtime Network Extension License	\$816.00
	ArcGIS Engine Runtime Schematics Extension License	\$816.00
	ArcGIS Engine Runtime Tracking Extension License	\$816.00

Section	Description	Price
	ArcGIS Engine Runtime Maplex Extension License	\$816.00
	ArcGIS Engine Runtime Data Interoperability Extension License	\$816.00
	Maintenance for Standard ArcGIS Engine Runtime License without Extensions	\$100.00
	Maintenance for Standard ArcGIS Engine Runtime License with Extensions	\$400.00
5	ArcGIS Server	
	ArcGIS Server—Enterprise	
	Enterprise Advanced	
	ArcGIS Server Enterprise Advanced (up to two sockets—maximum two cores/socket)	\$40,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced (up to two sockets—maximum two cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced (additional sockets—maximum two cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced (additional sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced (up to two sockets—maximum four cores/socket)	\$80,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced (up to two sockets—maximum four cores/socket)	\$20,000.00
	ArcGIS Server Enterprise Advanced (additional sockets—maximum four cores/socket)	\$40,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced (additional sockets—maximum four cores/socket)	\$10,000.00
	Enterprise Standard	
	ArcGIS Server Enterprise Standard (up to two sockets—maximum two cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard (up to two sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard (additional sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard (additional sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard (up to two sockets maximum—four cores/socket)	\$40,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard (up to two sockets—maximum four cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Standard (additional sockets—maximum four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard (additional sockets—maximum four cores/socket)	\$5,000.00
	Enterprise Basic	
	ArcGIS Server Enterprise Basic (up to two sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic (up to two sockets—maximum two cores/socket)	\$3,000.00
	ArcGIS Server Enterprise Basic (additional sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic (additional sockets—maximum two cores/socket)	\$1,500.00
	ArcGIS Server Enterprise Basic (up to two sockets—maximum four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic (up to two sockets—maximum four cores/socket)	\$6,000.00
	ArcGIS Server Enterprise Basic (additional sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic (additional sockets—maximum four cores/socket)	\$3,000.00
	Workgroup	
	ArcGIS Server Workgroup Advanced (single socket—maximum two cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Workgroup Advanced (single socket—maximum two cores/socket)	\$5,000.00

Section	Description	Price
	Workgroup Standard Single Socket (maximum two cores/socket)	\$10,000.00
	Annual Maintenance Workgroup Standard Single Socket (maximum two cores/socket)	\$2,500.00
	Workgroup Basic Single Socket (maximum two cores/socket)	\$5,000.00
	Annual Maintenance Workgroup Basic Single Socket (maximum two cores/socket)	\$1,250.00
	ArcGIS Server Extensions	
	ArcGIS Server Enterprise Standard Data Interoperability Extension (up to two sockets—maximum two cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension (up to two sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Network Extension (up to two sockets—maximum two cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced Network Extension (up to two sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced 3D Extension (up to two sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Spatial Extension (up to two sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension (up to two sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (additional sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension (additional sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Standard Network Extension (additional sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced Network Extension (additional sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced 3D Extension (additional sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Spatial Extension (additional sockets—maximum two cores/socket)	\$5,000.00

Section	Description	Price
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension (additional sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (up to two sockets—maximum four cores/socket)	\$20,000.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension (up to two sockets—maximum four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Network Extension (up to two sockets—maximum four cores/socket)	\$20,000.00
	ArcGIS Server Enterprise Advanced Network Extension (up to two sockets—maximum four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced 3D Extension (up to two sockets—maximum four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced Spatial Extension (up to two sockets—maximum four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension (up to two sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Network Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced Network Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced 3D Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension (additional sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Spatial Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension (additional sockets—maximum four cores/socket)	\$2,500.00

Section	Description	Price
	ArcGIS Server Workgroup Standard Data Interoperability Extension (single sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Workgroup Advanced Data Interoperability Extension (single sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Workgroup Standard Data Interoperability Extension (single sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Workgroup Advanced Data Interoperability Extension (single sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Workgroup Standard Network Extension (single sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Workgroup Advanced Network Extension (single sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Workgroup Standard Network Extension (single sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Workgroup Advanced Network Extension (single sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Workgroup Advanced 3D Extension (single sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Workgroup Advanced 3D Extension (single sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Workgroup Advanced Spatial Extension (single sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Workgroup Advanced Spatial Extension (single sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Mobile Additional Application Deployments—25 Pack	\$2,500.00
	Annual Maintenance ArcGIS Mobile Additional Application Deployments—25 Pack	\$500.00
	ArcGIS Server Upgrades	
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard Up to Two Socket Maximum Two Cores/Socket License	\$8,160.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced Up to Two socket Maximum Two Cores/Socket License	\$24,482.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced Up to Two Socket Maximum Two Cores/Socket License	\$16,322.00
	ArcGIS Server Additional Sockets Maximum Two Cores/Socket Enterprise Basic Upgrade to Enterprise Standard License	\$4,080.00
	ArcGIS Server Additional Sockets Maximum Two Cores/Socket Enterprise Basic Upgrade to Enterprise Advanced License	\$12,241.00
	ArcGIS Server Additional Sockets Maximum Two Cores/Socket Enterprise Standard Upgrade to Enterprise Advanced License	\$8,160.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard Up to Two Sockets Four Cores/Socket License	\$16,322.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced Up to Two Sockets Four Cores/Socket License	\$48,965.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced Up to Two Sockets Four Cores/Socket License	\$32,643.00
	ArcGIS Server Additional Sockets Maximum Four Cores/Socket Enterprise Basic Upgrade to Enterprise Standard License	\$8,160.00
	ArcGIS Server Additional Sockets Maximum Four Cores/Socket Enterprise Basic Upgrade to Enterprise Advanced License	\$24,482.00
	ArcGIS Server Additional Sockets Maximum Four Cores/Socket Enterprise Standard Upgrade to Enterprise Advanced License	\$16,322.00

Section	Description	Price
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Standard Single Socket Maximum Two Cores/Socket License	\$4,080.00
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Advanced Single Socket Maximum Two Cores/Socket License	\$12,241.00
	ArcGIS Server Workgroup Standard Upgrade to Workgroup Advanced Single Socket Maximum Two Cores/Socket License	\$8,160.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Basic Two Socket Maximum Two Cores/Socket License	\$4,080.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Standard Two Socket Maximum Two Cores/Socket License	\$12,241.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Advanced Two Socket Maximum Two Cores/Socket License	\$28,563.00
	ArcGIS Server Workgroup Standard upgrade to Enterprise Standard Two Socket Maximum Two Cores/Socket License	\$8,160.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Advanced Two Socket Maximum Two Cores/Socket License	\$24,482.00
	ArcGIS Server Workgroup Advanced Upgrade to Enterprise Advanced Two Socket Maximum Two Cores/Socket License	\$16,322.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Standard Two Socket Maximum Four Cores/Socket License	\$28,563.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Advanced Two Socket Maximum Four Cores/Socket License	\$61,206.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Standard Two Socket Maximum Four Cores/Socket License	\$24,482.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Advanced Two Socket Maximum Four Cores/Socket License	\$57,125.00
	ArcGIS Server Workgroup Advanced Upgrade to Enterprise Standard Two Socket Maximum Four Cores/Socket License	\$16,322.00
	ArcGIS Server Workgroup Advanced Upgrade to Enterprise Advanced Two Socket Maximum Four Cores/Socket License	\$48,965.00
	ArcGIS Server—Enterprise (Staging Server)	
	Enterprise Advanced (Staging Server)	
	ArcGIS Server Enterprise Advanced Staging Server (up to two sockets—maximum two cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Advanced Staging Server Additional Sockets (maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server Additional Sockets (maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Staging Server (up to two sockets—four cores/socket)	\$40,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server (up to two sockets—four cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Advanced Staging Server Additional Sockets (four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Staging Server Additional Sockets (four cores/socket)	\$5,000.00
	Enterprise Standard (Staging Server)	
	ArcGIS Server Enterprise Standard Staging Server (up to two sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server (up to two sockets—maximum two cores/socket)	\$2,500.00

Section	Description	Price
	ArcGIS Server Enterprise Standard Staging Server Additional Sockets (maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server Additional Sockets (maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Standard Staging Server (up to two sockets—four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server (up to two sockets—four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Staging Server Additional Sockets (four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Standard Staging Server Additional Sockets (four cores/socket)	\$2,500.00
	Enterprise Basic (Staging Server)	
	ArcGIS Server Enterprise Basic Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server (up to two sockets—maximum two cores/socket)	\$1,500.00
	ArcGIS Server Enterprise Basic Staging Server Additional Sockets (maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server Additional Sockets (maximum two cores/socket)	\$750.00
	ArcGIS Server Enterprise Basic Staging Server (up to two sockets—four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server (up to two sockets—four cores/socket)	\$3,000.00
	ArcGIS Server Enterprise Basic Staging Server Additional Sockets (four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Basic Staging Server Additional Sockets (four cores/socket)	\$1,500.00
	ArcGIS Server Extensions (Staging Server)	
	ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Network Extension Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Network Extension Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced 3D Extension Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00

Section	Description	Price
	ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Server Enterprise Advanced Network Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Standard Network Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Server Enterprise Advanced 3D Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Network Extension Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	ArcGIS Server Enterprise Standard Network Extension Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced 3D Extension Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (up to two sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00

Section	Description	Price
	ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Data Interoperability Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Standard Data Interoperability Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Network Extension Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Server Enterprise Standard Network Extension Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Network Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Server Enterprise Standard Network Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced 3D Extension Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced 3D Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Server Enterprise Advanced Spatial Extension Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Staging Server Enterprise Basic Upgrade to Enterprise Standard (up to two sockets—maximum two cores/socket)	\$4,080.00
	ArcGIS Staging Server Enterprise Basic Upgrade to Enterprise Advanced (up to two sockets—maximum two cores/socket)	\$12,241.00
	ArcGIS Staging Server Enterprise Standard Upgrade to Enterprise Advanced (up to two sockets—maximum two cores/socket)	\$8,160.00
	ArcGIS Staging Server Enterprise Basic Upgrade to Enterprise Standard (additional sockets—maximum two cores/socket)	\$2,040.00
	ArcGIS Staging Server Enterprise Basic Upgrade to Enterprise Advanced (additional sockets—maximum two cores/socket)	\$6,120.00
	ArcGIS Staging Server Enterprise Standard Upgrade to Enterprise Advanced (additional sockets—maximum two cores/socket)	\$4,080.00
	ArcGIS Staging Server Enterprise Basic Upgrade to Enterprise Standard (up to two sockets—maximum four cores/socket)	\$8,160.00
	ArcGIS Staging Server Enterprise Basic Upgrade to Enterprise Advanced (up to two sockets—maximum four cores/socket)	\$24,482.00
	ArcGIS Staging Server Enterprise Standard Upgrade to Enterprise Advanced (up to two sockets—maximum four cores/socket)	\$16,322.00
	ArcGIS Staging Server Enterprise Basic Upgrade to Enterprise Standard License (additional sockets—maximum four cores/socket)	\$4,080.00
	ArcGIS Staging Server Enterprise Basic Upgrade to Enterprise Advanced (additional sockets—maximum four cores/socket)	\$12,241.00
	ArcGIS Staging Server Enterprise Standard Upgrade to Enterprise Advanced (additional sockets—maximum four cores/socket)	\$8,160.00
6	Job Tracking Extension (JTX) for ArcGIS Server	
	JTX for ArcGIS Server Enterprise Advanced Windows Only (up to two sockets—maximum two cores/socket)	\$10,000.00
	JTX for ArcGIS Server Enterprise Advanced Windows Only (additional sockets—maximum two cores/socket)	\$5,000.00

Section	Description	Price
	JTX for ArcGIS Server Enterprise Advanced Windows Only (up to two sockets—maximum four cores/socket)	\$20,000.00
	JTX for ArcGIS Server Enterprise Advanced Windows Only (additional socket—maximum four cores/socket)	\$10,000.00
	JTX for ArcGIS Server Enterprise Standard Windows Only (up to two sockets—maximum two cores/socket)	\$10,000.00
	JTX for ArcGIS Server Enterprise Standard Windows Only (additional socket—maximum two cores/socket)	\$5,000.00
	JTX for ArcGIS Server Enterprise Standard Windows Only (up to two sockets—maximum four cores/socket)	\$20,000.00
	JTX for ArcGIS Server Enterprise Standard Windows Only (additional socket—maximum four cores/socket)	\$10,000.00
	Annual Maintenance JTX for ArcGIS Server Enterprise Advanced Windows Only (up to two sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance JTX for ArcGIS Server Enterprise Advanced Windows Only (additional sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance JTX for ArcGIS Server Enterprise Advanced Windows Only (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance JTX for ArcGIS Server Enterprise Advanced Windows Only (additional sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance JTX for ArcGIS Server Enterprise Standard Windows Only (up to two sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance JTX for ArcGIS Server Enterprise Standard Windows Only (additional sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance JTX for ArcGIS Server Enterprise Standard Windows Only (up to two sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance JTX for ArcGIS Server Enterprise Standard Windows Only (additional sockets—maximum four cores/socket)	\$2,500.00
	Job Tracking Extension (JTX) for ArcGIS Server Workgroup	
	JTX for ArcGIS Server Workgroup Advanced Windows Only (up to two sockets—maximum two cores/socket)	\$5,000.00
	JTX for ArcGIS Server Workgroup Standard Windows Only (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance JTX for ArcGIS Server Workgroup Advanced Windows Only (up to two sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance JTX for ArcGIS Server Enterprise Standard WorkGroup Windows Only (up to two sockets—maximum two cores/socket)	\$1,250.00
	Job Tracking Extension (JTX) for ArcGIS Server Staging Server	
	JTX for ArcGIS Server Staging Server Enterprise Advanced Windows Only (up to two sockets—maximum two cores/socket)	\$5,000.00
	JTX for ArcGIS Server Staging Server Enterprise Advanced Windows Only (additional sockets—maximum two cores/socket)	\$2,500.00
	JTX for ArcGIS Server Staging Server Enterprise Advanced Windows Only (up to two sockets—maximum four cores/socket)	\$10,000.00
	JTX for ArcGIS Server Staging Server Enterprise Advanced Windows Only (additional sockets—maximum four cores/socket)	\$5,000.00
	JTX for ArcGIS Server Staging Server Enterprise Standard Windows Only (up to two sockets—maximum two cores/socket)	\$5,000.00
	JTX for ArcGIS Server Staging Server Enterprise Standard Windows Only (additional sockets—maximum two cores/socket)	\$2,500.00

Section	Description	Price
	JTX for ArcGIS Server Staging Server Enterprise Standard Windows Only (up to two sockets—maximum four cores/socket)	\$10,000.00
	JTX for ArcGIS Server Staging Server Enterprise Standard Windows Only (additional sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance JTX for ArcGIS Staging Server Enterprise Advanced Windows Only (up to two sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance JTX for ArcGIS Staging Server Enterprise Advanced Windows Only (additional sockets—maximum two cores/socket)	\$625.00
	Annual Maintenance JTX for ArcGIS Staging Server Enterprise Advanced Windows Only (up to two sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance JTX for ArcGIS Staging Server Enterprise Advanced Windows Only (additional sockets—maximum four cores/socket)	\$1,250.00
	Annual Maintenance JTX for ArcGIS Staging Server Enterprise Standard Windows Only (up to two sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance JTX for ArcGIS Staging Server Enterprise Standard Windows Only (additional sockets—maximum two cores/socket)	\$625.00
	Annual Maintenance JTX for ArcGIS Staging Server Enterprise Standard Windows Only (up to two sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance JTX for ArcGIS Staging Server Enterprise Standard Windows Only (additional sockets—maximum four cores/socket)	\$1,250.00
7	ArcIMS	
	ArcIMS 9.2 Full Use Deployment (single socket—maximum two cores/socket)	\$10,000.00
	ArcIMS 9.2 Full Use Deployment (additional sockets—maximum two cores/socket)	\$10,000.00
	ArcIMS 9.2 Full Use Deployment (single socket—maximum four cores/socket)	\$20,000.00
	ArcIMS 9.2 Full Use Deployment (additional sockets—maximum four cores/socket)	\$20,000.00
	Maintenance for ArcIMS 9.2 Full Use Deployment (single socket—maximum two cores/socket)	\$2,000.00
	Maintenance for ArcIMS 9.2 Full Use Deployment (additional sockets—maximum two cores/socket)	\$2,000.00
	Maintenance for ArcIMS 9.2 Full Use Deployment (single socket—maximum four cores/socket)	\$4,000.00
	Maintenance for ArcIMS 9.2 Full Use Deployment (additional sockets—maximum four cores/socket)	\$4,000.00
	ArcIMS Route Server	
	ArcIMS Route Server (single socket—maximum two cores/socket)	\$3,000.00
	ArcIMS Route Server (additional sockets—maximum two cores/socket)	\$3,000.00
	ArcIMS Route Server (single socket—maximum four cores/socket)	\$6,000.00
	ArcIMS Route Server (additional sockets—maximum four cores/socket)	\$6,000.00
	Maintenance ArcIMS Route Server (single socket—maximum two cores/socket)	\$600.00
	Maintenance ArcIMS Route Server (additional sockets—maximum two cores/socket)	\$600.00
	Maintenance ArcIMS Route Server (single socket—maximum four cores/socket)	\$1,200.00
	Maintenance ArcIMS Route Server (additional sockets—maximum four cores/socket)	\$1,200.00
	ArcIMS Route Server Data Options	
	Data Pack—Tele Atlas North America (USA & Canada) Data License for up to 5,000,000 Transactions, Internet Use	\$10,000.00
	Data Pack—Tele Atlas North America (USA & Canada) Data License for up to 20,000,000 Transactions, Internet Use	\$25,000.00
	Data Pack—Tele Atlas North America (USA & Canada) Data License for up to 60,000,000 Transactions, Internet Use	\$75,000.00

Section	Description	Price
	Data Pack—NAVTEQ North America (USA & Canada) Data License for one Server and two CPUs	\$18,000.00
	Update Fee for Data Pack—NAVTEQ North America (USA & Canada) Data License for one Server and two CPUs	\$3,600.00
	Data Pack—NAVTEQ North America (USA & Canada) Data Additional CPU License	\$3,000.00
	Update Fee for Data Pack—NAVTEQ North America (USA & Canada) Data Additional CPU License	\$600.00
	ArcIMS Data Delivery Extension	
	ArcIMS Data Delivery Extension (single socket—maximum two cores/socket)	\$5,000.00
	ArcIMS Data Delivery Extension (additional sockets—maximum two cores/socket)	\$5,000.00
	ArcIMS Data Delivery Extension (single socket—maximum four cores/socket)	\$10,000.00
	ArcIMS Data Delivery Extension (additional sockets—maximum four cores/socket)	\$10,000.00
	Maintenance ArcIMS Data Delivery Extension (single socket—maximum two cores/socket)	\$1,000.00
	Maintenance ArcIMS Data Delivery Extension (additional sockets—maximum two cores/socket)	\$1,000.00
	Maintenance ArcIMS Data Delivery Extension (single socket—maximum four cores/socket)	\$2,000.00
	Maintenance ArcIMS Data Delivery Extension (additional sockets—maximum four cores/socket)	\$2,000.00
8	Business Applications Software	
	ArcView Business Analyst	
	ArcView Business Analyst Extension Software and Data License and One-Year Maintenance (per license) ESRI BIS	\$15,093.00
	ArcView Business Analyst Extension Software and Data License and One-Year Maintenance (per license) AGS	\$15,093.00
	Annual Maintenance ArcView Business Analyst Extension (per license) ESRI BIS	\$16,187.00
	Annual Maintenance ArcView Business Analyst Extension (per license) AGS	\$16,187.00
	Optional AGS Data Pack (only for ArcView Business Analyst Customers who have already purchased ArcView Business Analyst with the ESRI BIS Data Set) (per license)	\$2,500.00
	Optional ESRI BIS Data Pack (only for ArcView Business Analyst Customers who have already purchased ArcView Business Analyst with the AGS Data Set) (per license)	\$2,500.00
	Annual Maintenance for ArcView Business Analyst Optional ESRI BIS Data Pack (per license)	\$2,500.00
	Annual Maintenance for ArcView Business Analyst Optional AGS Data Pack (per license)	\$2,500.00
	ArcGIS Business Analyst (Single or Concurrent Use)	
	ArcGIS Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$15,093.00
	ArcGIS Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$11,013.00
	ArcGIS Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$6,933.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$15,093.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$11,013.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$6,933.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$18,362.00

Section	Description	Price
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$13,053.00
	ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$8,079.00
	Annual Maintenance for ArcGIS Business Analyst (National Dataset) Software License (per license)	\$16,187.00
	Annual Maintenance for ArcGIS Business Analyst (One Region Dataset) Software License and One Year Maintenance (per license)	\$11,811.00
	Annual Maintenance for ArcGIS Business Analyst (One State Dataset) Software License and One Year Maintenance (per license)	\$7,435.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License (per license)	\$16,188.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License (per license)	\$11,811.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License (per license)	\$7,435.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (National Dataset) Software License (per license)	\$19,693.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One Region Dataset) Software License (per license)	\$13,999.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with ALL MRI Categories (One State Dataset) Software License (per license)	\$8,674.00
9	Tracking Server	
	Tracking Server License (up to two CPUs)	\$10,000.00
	Additional Tracking Server CPU License	\$5,000.00
	Update Subscription for Tracking Server License	\$2,000.00
	Update Subscription for Additional Tracking Server CPU License	\$1,000.00
	Tracking Server (Staging Servers)	
	Tracking Server License (up to two CPUs) for Staging Server	\$5,000.00
	Additional Tracking Server CPU License for Staging Server	\$2,500.00
	Update Subscription for Tracking Server License (up to two CPUs) for Staging Server	\$1,000.00
	Update Subscription for Additional Tracking Server CPU License for Staging Server	\$500.00
10	ArcGIS Image Server	
	ArcGIS Image Server (up to two sockets—maximum two cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Image Server Staging Server (up to two sockets—maximum two cores/socket)	\$2,500.00
	ArcGIS Image Server (additional sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Staging Server (additional sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Image Server (up to two sockets—maximum four cores/socket)	\$20,000.00
	Annual Maintenance ArcGIS Image Server (up to two sockets—maximum four cores/socket)	\$5,000.00
	ArcGIS Image Server (additional sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Image Server (additional sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Image Server Orthorectification Extension (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension (up to two sockets—maximum two cores/socket)	\$1,250.00

Section	Description	Price
	ArcGIS Image Server Orthorectification Extension (additional sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Image Server—Orthorectification Extension (up to two sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Image Server—Orthorectification Extension (up to two sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Image Server Orthorectification Extension (additional sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Image Server Seamline Extension (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Seamline Extension (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Image Server Seamline Extension (additional sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Seamline Extension (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Image Server Seamline Extension (up to two sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Image Server Seamline Extension (up to two sockets—maximum four cores/socket)	\$2,500.00
	ArcGIS Image Server Seamline Extension (additional sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Seamline Extension (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Image Server (Staging Server)	
	ArcGIS Image Server Staging Server (up to two sockets—maximum two cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Staging Server (up to two sockets—maximum two cores/socket)	\$1,250.00
	ArcGIS Image Server Staging Server (additional sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Staging Server (additional sockets—maximum two cores/socket)	\$625.00
	ArcGIS Image Server Staging Server (up to two sockets—maximum four cores/socket)	\$10,000.00
	Annual Maintenance ArcGIS Image Server Staging Server (up to two sockets—four cores/socket)	\$2,500.00
	ArcGIS Image Server Staging Server (additional sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Staging Server (additional sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Image Server Orthorectification Extension Staging Server (up to two sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension Staging Server (up to two sockets—maximum two cores/socket)	\$625.00
	ArcGIS Image Server Orthorectification Extension Staging Server (additional sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension Staging Server (additional sockets—maximum two cores/socket)	\$312.00
	ArcGIS Image Server Orthorectification Extension Staging Server (up to two sockets—maximum four cores/socket)	\$5,000.00

Section	Description	Price
	Annual Maintenance ArcGIS Image Server Orthorectification Extension Staging Server (up to two sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Image Server Orthorectification Extension Staging Server (additional sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Orthorectification Extension Staging Server (additional sockets—maximum four cores/socket)	\$625.00
	ArcGIS Image Server Seamline Extension Staging Server (up to two sockets—maximum two cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Seamline Extension Staging Server (up to two sockets—maximum two cores/socket)	\$625.00
	ArcGIS Image Server Seamline Extension Staging Server (additional sockets—maximum two cores/socket)	\$1,250.00
	Annual Maintenance ArcGIS Image Server Seamline Extension Staging Server (additional sockets—maximum two cores/socket)	\$312.00
	ArcGIS Image Server Seamline Extension Staging Server (up to two sockets—maximum four cores/socket)	\$5,000.00
	Annual Maintenance ArcGIS Image Server Seamline Extension Staging Server (up to two sockets—maximum four cores/socket)	\$1,250.00
	ArcGIS Image Server Seamline Extension Staging Server (additional sockets—maximum four cores/socket)	\$2,500.00
	Annual Maintenance ArcGIS Image Server Seamline Extension Staging Server (additional sockets—maximum four cores/socket)	\$625.00
	ArcGIS Image Server Service Editor Desktop Deployment License	
	ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	\$2,500.00
	Annual Maintenance—ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	\$625.00
	ArcGIS Image Server—Service Editor Additional Seamline or Orthorectification Extensions for Service Editor Desktop Deployments	\$5,000.00
	Annual Maintenance ArcGIS Image Server—Service Editor Additional Seamline or Orthorectification Extensions for Service Editor Desktop Deployments	\$1,250.00
11	ArcLogistics Route	
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data)	\$9,792.00
	ArcLogistics Route Annual Maintenance (U.S. data)	\$2,000.00
	ArcLogistics Route Additional Service Area (U.S. data)	\$1,632.00
	ArcLogistics Route Additional Service Area (U.S. data) Annual Maintenance	\$1,000.00
	ArcLogistics Route No Data License	\$8,160.00
	ArcLogistics Route No Data License Annual Maintenance	\$1,000.00
	ArcLogistics Route for Citrix License (U.S. data) 5-Pack	\$24,481.00
	ArcLogistics Route for Citrix License (U.S. data) 5-Pack Annual Maintenance	\$6,000.00
	ArcLogistics Route for Citrix License (U.S. data) 25-Pack	\$81,604.00
	ArcLogistics Route for Citrix License (U.S. data) 25-Pack Annual Maintenance	\$20,000.00
	ArcLogistics Route No Data License for Citrix 5-Pack	\$20,401.00
	ArcLogistics Route No Data License for Citrix 5-Pack Annual Maintenance	\$5,000.00
	ArcLogistics Route No Data License for Citrix 25-Pack	\$61,203.00
	ArcLogistics Route No Data License for Citrix 25-Pack Annual Maintenance	\$15,000.00
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data) for Local Government	\$6,000.00
	ArcLogistics Route Annual Maintenance (U.S. data) for Local Government	\$1,600.00
	ArcLogistics Route No Data License for Local Government	\$5,000.00

Section	Description	Price
	ArcLogistics Route No Data License for Local Government Annual Maintenance	\$1,000.00
	ArcLogistics Route for Citrix License (U.S. data) 3-Pack for Local Government	\$18,000.00
	ArcLogistics Route for Citrix License (U.S. data) 3-Pack for Local Government Annual Maintenance	\$3,600.00
	ArcLogistics Route for Citrix License (U.S. data) 5-Pack for Local Government	\$24,000.00
	ArcLogistics Route for Citrix License (U.S. data) 5-Pack for Local Government Maintenance	\$6,000.00
	ArcLogistics Route for Citrix License (U.S. data) 25-Pack for Local Government	\$80,000.00
	ArcLogistics Route for Citrix Licenses (U.S. data) 25-Pack for Local Government Annual Maintenance	\$20,000.00
	ArcLogistics Route No Data License for Citrix 3-Pack for Local Government	\$15,000.00
	ArcLogistics Route No Data License for Citrix 3-Pack for Local Government Annual Maintenance	\$3,000.00
	ArcLogistics Route No Data License for Citrix 5-Pack for Local Government	\$20,000.00
	ArcLogistics Route No Data License for Citrix 5-Pack for Local Government Annual Maintenance	\$5,000.00
	ArcLogistics Route No Data License for Citrix 25-Pack for Local Government	\$60,000.00
	ArcLogistics Route No Data License for Citrix 25-Pack for Local Government Annual Maintenance	\$15,000.00
	BusinessMAP	
	BusinessMAP 4	\$349.00
	RouteMAP IMS	
	RouteMAP IMS (single socket—maximum four cores/socket) Includes RouteMAP IMS Software and Internet Deployment License	\$3,000.00
40858	RouteMAP IMS (additional single socket—maximum four cores/socket) Includes RouteMAP IMS Internet Deployment License	\$500.00
	Maintenance RouteMAP IMS (single socket—maximum 4 cores/socket)	\$1,000.00
	Maintenance RouteMAP IMS (additional single socket—maximum four cores/socket)	\$500.00
	Data Pack-North America for RouteMAP IMS (single socket—maximum 4 cores/socket) Includes Data for United States, Canada, and Puerto Rico, Software and Internet Deployment License	\$6,500.00
	Data Pack-North America for RouteMAP IMS (additional single socket—maximum four cores/socket) Includes data for United States, Canada, and Puerto Rico, Internet Deployment	\$500.00
	Maintenance Data Pack-North America for RouteMAP IMS (single socket—maximum 4 cores/socket) Includes Data for United States, Canada, and Puerto Rico, Software and Internet Deployment License	\$3,000.00
39397	Maintenance Data Pack-North America for RouteMAP IMS (additional single socket—maximum four cores/socket) Includes Data for United States, Canada, and Puerto Rico, Internet Deployment	\$500.00
12	Other Software	
	NetEngine	
	NetEngine Standard Developer Kit (incl. 1 Developer License and 10 Deployment Licenses)	\$12,500.00
	NetEngine Internet Developer Kit (incl. 2 Developer Licenses and One Deployment License for one Server with up to two CPUs)	\$7,500.00
	Additional NetEngine Server/CPU Deployment License (up to two CPUs)	\$6,000.00
	Additional NetEngine CPU Deployment License	\$5,000.00
	Additional NetEngine Developer License	\$2,500.00
	NetEngine Standard Deployment License (each)	\$1,000.00

Section	Description	Price
	Annual Maintenance for NetEngine Standard Developer Kit	\$2,000.00
	Annual Maintenance for NetEngine Internet Developer Kit	\$2,000.00
	Annual Maintenance for NetEngine Additional Server/CPU Deployment License	\$1,200.00
	Annual Maintenance for Additional NetEngine CPU Deployment License	\$1,000.00
	Annual Maintenance for Additional NetEngine Developer License (each)	\$500.00
	NetEngine Annual Renewal for Network Server Deployment License (Old Program)	\$1,000.00
	Maplex	
	Maplex First Single Use License	\$15,000.00
	Maplex Second Single Use License	\$14,000.00
	Maplex Third Single Use License	\$11,500.00
	Maplex Single Use License Annual Primary Maintenance	\$3,750.00
	Maplex Single Use License Annual Secondary Maintenance	\$1,500.00
	PLTS for ArcGIS (Single or Concurrent Use)	
	PLTS for ArcGIS Mapping Agency Solution	\$10,000.00
	Annual Maintenance for PLTS for ArcGIS Mapping Agency Solution	\$2,500.00
	PLTS for ArcGIS Nautical Solution	\$10,000.00
	Annual Maintenance for PLTS for ArcGIS Nautical Solution	\$2,500.00
	PLTS for ArcGIS Defense Solution	\$10,000.00
	Annual Maintenance for PLTS for ArcGIS Defense Solution	\$2,500.00
	PLTS for ArcGIS Aeronautical Solution	\$10,000.00
	Annual Maintenance for PLTS for ArcGIS Aeronautical Solution	\$2,500.00
	PLTS Foundation	\$5,000.00
	Annual Maintenance for PLTS Foundation	\$1,250.00
	GIS Data ReViewer (Single or Concurrent Use)	
	GIS Data ReViewer	\$2,500.00
	Annual Maintenance for GIS Data ReViewer	\$625.00
	Map Production System Atlas	\$2,500.00
	Annual Maintenance for Map Production System Atlas	\$625.00
	ArcPad	
	ArcPad Single Use License	\$404.00
	ArcPad Single Use License Technical Support	\$295.00
	ArcPad Application Builder Single Use License	\$1,224.00
	ArcPad Application Builder Primary Maintenance	\$500.00
	ArcPad Application Builder Secondary Maintenance	\$300.00
	ArcPad 5.x/6.x Upgrade to 7.x	\$145.00
14	ESRI Developer Network (EDN)	
	Annual Subscription for ESRI Developer Network (EDN)	\$1,500.00
	Annual Subscription for EDN with ArcView Single Use	\$2,000.00
	ArcView Addition to current EDN subscription (per subscription)	\$500.00
	DSG Support (10 calls) for ESRI Developer Network (EDN)	\$2,000.00
	Instructor-Led Training (5 days) for ESRI Developer Network (EDN)	\$2,000.00
15	Software Media Kits and Hardware Keys	
	Additional Install Kit for ArcGIS	\$400.00
	Additional ArcGIS Hardware Key (USB)	\$50.00
	Additional ArcGIS Hardware Key (Parallel)	\$50.00

Section	Description	Price
16	Developer Support Program	
	ArcIMS Developers Priority Support	\$1,495.00
	ArcIMS Developers Pay-As-You-Go Support (per incident)	\$300.00
	ArcInfo Workstation Developers Priority Support	\$2,000.00
	ArcInfo Workstation Developers Pay-As-You-Go Support (per incident)	\$300.00
	ArcGIS Desktop Developers Priority Support	\$2,000.00
	ArcGIS Desktop Developers Pay-As-You-Go Support (per incident)	\$300.00
	Cross Product Plan Developers Priority Support	\$2,000.00
	Annual Premium Support Services	\$75,000.00
	Premium Support Services at an Hourly Rate—Minimum 36 Hours	\$7,500.00
	Installation Services	
	ArcGIS Server Installation Service	\$3,500.00
	Tracking Server Installation and Support Service	\$20,000.00
	ArcIMS Installation Service	\$3,500.00
	ArcSDE Installation Service	\$3,500.00
	Training	
	ESRI Site Training per Student, per Day at ESRI Learning Centers in the USA (Price effective 01/01/2007)	\$475.00
	Client Site Training per Class, per Day (12 Students) at Client Locations in the USA (Price effective 01/01/2007)	\$3,675.00
17	Virtual Campus	
	Individual Courses	
	ESRI Virtual Campus Training Course Pricing (1 paid modules) per seat	\$25.00
	ESRI Virtual Campus Training Course Pricing (2 paid modules) per seat	\$50.00
	ESRI Virtual Campus Training Course Pricing (3 paid modules) per seat	\$75.00
	ESRI Virtual Campus Training Course Pricing (4 paid modules) per seat	\$100.00
	ESRI Virtual Campus Training Course Pricing (5 paid modules) per seat	\$125.00
	ESRI Virtual Campus Training Course Pricing (6 paid modules) per seat	\$150.00
	ESRI Virtual Campus Training Course Pricing (7 paid modules) per seat	\$175.00
	ESRI Virtual Campus Training Course Pricing (8 paid modules) per seat	\$200.00
	ESRI Virtual Campus Training Course Pricing (9 paid modules) per seat	\$225.00
	ESRI Virtual Campus Subscription Pricing	
	Education Subscriptions (for all Virtual Campus courses)	
	Annual Premium Subscription (\$2,500 Virtual Campus Dollar Value)	\$2,250.00
	Annual Premium Subscription (\$5,000 Virtual Campus Dollar Value)	\$4,250.00
	Annual Premium Subscription (\$10,000 Virtual Campus Dollar Value)	\$7,000.00
	Annual Premium Subscription (\$50,000 Virtual Campus Dollar Value)	\$30,000.00
	Annual Premium Subscription (\$100,000 Virtual Campus Dollar Value)	\$50,000.00
	Annual Standard Subscription (\$2,500 Virtual Campus Dollar Value)	\$2,125.00
	Annual Standard Subscription (\$5,000 Virtual Campus Dollar Value)	\$4,000.00
	Annual Standard Subscription (\$10,000 Virtual Campus Dollar Value)	\$6,000.00
	Annual Standard Subscription (\$50,000 Virtual Campus Dollar Value)	\$25,000.00
	Annual Standard Subscription (\$100,000 Virtual Campus Dollar Value)	\$40,000.00
	ESRI Virtual Campus Web Workshop	
	ESRI Virtual Campus Web Workshop (per seat)	\$30.00