



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

19

2. Council Meeting Date:

February 26, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: January 29, 2009

THROUGH: CITY MANAGER

4. Requesting Department: City Manager

5. SUBJECT: Approve a sole source agreement for Enterprise Licensing with ESRI in an amount not to exceed \$107,100.

6. RECOMMENDATION: Recommend approval of a sole source agreement for Enterprise Licensing with ESRI in an amount not to exceed \$107,100.

7. HISTORICAL BACKGROUND/DISCUSSION: The City GIS system is based on ESRI GIS products. The expanded use of these products throughout current City applications as well as in planned applications has resulted in a need for additional user licenses. By moving to an Enterprise License Agreement (ELA), the City will incur a lower cost-per-unit for licensed software. This ELA replaces an existing agreement where we are currently paying \$65,600 in maintenance annually. This agreement covers a limited number of licenses that do not meet the City's current needs. The ELA will allow IT to deploy software products from the GIS system as needed to support its growth. A City GIS Advisory team recommended this purchase and the Information Technology Oversight Committee approved the recommendation.

8. EVALUATION PROCESS: This ELA has been negotiated with ESRI since they are the sole provider of their GIS products and the City's GIS system is based on the ESRI GIS products. The agreement is for one year with the option to extend two additional one-year periods. The terms of the agreement allow the City to cancel the agreement due to lack of funding.

9. FINANCIAL IMPLICATIONS: Funds for this project are available in 101.1280.0000.5419.ITGISX General Funds, IT Infrastructure, Other Equipment R&M, IT Geographical Information Systems.

10. PROPOSED MOTION: Move to approve a sole source agreement for Enterprise Licensing with ESRI in an amount not to exceed \$107,100.

APPROVALS

11. Requesting Department

Dawn Crawford

Dawn Crawford, IT Apps Support Manager

12. Department Head

Steven Philbrick

Steven Philbrick, Chief Information Officer

13. Procurement Officer

Carolee Stees

Carolee Stees, CPPB

14. City Manager

W. Mark Pentz

W. Mark Pentz



ENTERPRISE LICENSE AGREEMENT
(E119 8/08)

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

Agreement No. 2008ELA6895

This Enterprise License Agreement including the documents listed below (collectively, "Agreement" or "ELA") is between City of Chandler ("City") and Environmental Systems Research Institute, Inc. ("ESRI"), and is effective _____ ("Effective Date"). This Agreement provides for the licensing and deployment of certain ESRI Software, delivery of ELA maintenance, and provision of ESRI International User Conference registrations and any additional services as specified herein.

This Agreement is comprised of the following documents which are incorporated herein by reference:

1. Enterprise License Agreement signature page(s), E119
2. Enterprise License Terms and Conditions, E512, including:
 - 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
3. License Agreement—Agreement No. 2008MLA6895
 - General License Terms and Conditions, E200
 - ESRI Exhibit 1, Scope of Use, E300
 Note: Licensee is defined on first page of item 2 above.

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.

ACCEPTED AND AGREED:

CITY OF CHANDLER
(City)

By: _____
Mayor

Printed Name: _____

Title: _____

Date: _____

ATTEST:

City Clerk

Approved as to form:

City Attorney *[Signature]*

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(ESRI)

[Signature]
Authorized Signature

Printed Name: LAURA DANGERMONT

Title: VICE PRESIDENT

Date: FEB 19 2009

City Contact Information

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, ZIP: _____

E-mail: _____



ENTERPRISE LICENSE TERMS AND CONDITIONS

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 ELA shall have the same meaning in this Enterprise License Terms and Conditions. In addition, the following definitions apply to the ELA:

- "Deploy," "Deployment," or "Deployed" means to redistribute, or the redistribution of, the Enterprise License Software (and its related keycodes/registration files), or its having been redistributed, by City for installation and use on Licensee's hardware.
- "ELA Fee" means the fee set forth in Appendix B.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by ESRI for Enterprise License Software and Rolled-In Software.
- "Enterprise License Software" means the Software identified in Table A-1 and Table A-2 of Appendix A. Enterprise License Software does not include separately orderable Item(s) or ESRI technology that may be embedded in third-party products purchased by Licensee.
- "Incident" means a failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "License Agreement" means the General License Terms and Conditions (E200) and Exhibit 1, Scope of Use (E300).
- "Licensee" means City, inclusive of internal end users.
- "Rolled-In Software" means Software that Licensee acquired for use prior to the Effective Date and that receives ELA Maintenance during the term of the ELA.
- "Technical Support" means 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" means City point of contact from which all Tier 1 Support will be given to Licensees.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensees in attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by ESRI to the Tier 1 Help Desk when the Incident cannot be resolved through the Tier 1 Support.

ARTICLE 2—GRANT OF LICENSE

2.1 Grant of License. Licensee's use of the Enterprise License Software is subject to the License Agreement and any additional terms set forth in Article 2 and Article 3 below. City shall remain primarily responsible to ESRI for compliance by Licensees with the terms and conditions of this ELA. Rolled-In Software shall be licensed in accordance with the License Agreement.

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

2.3 Consultant Access. Section 3.4, Consultant Access, in the License Agreement is modified such that 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 or (ii) remotely using/accessing Enterprise License Software from Licensee's on-site computers or machines.

ARTICLE 3—SCOPE OF USE

The Uses Permitted and Uses Not Permitted section of the License Agreement are modified as follows:

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

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

3.2 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. Hard-copy Documentation may not be copied.

ARTICLE 4—MAINTENANCE

4.1 ELA Maintenance. ELA Maintenance is included in the ELA Fee. Each Rolled-In Software and Enterprise License Software item will receive ELA Maintenance, provided that standard maintenance is available. 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 4.1. ELA Maintenance does not include Technical Support for Web Services. The maintenance reinstatement fee for Rolled-In Software will be waived for the term of the ELA.

a. Tier 1 Support Provided by City

- (1) Tier 1 Support shall be provided through the Tier 1 Help Desk 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 five (5) named Tier 1 Help Desk individuals as identified in Appendix E who are the only individuals 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 attempt 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 on media.

ARTICLE 5—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT REPORT

5.1 Purchase Orders, Delivery, and Deployment

- a. City shall issue a purchase order upon execution of the ELA and annually thereafter in accordance with the fee schedule in Appendix B. These fees shall be due and payable within thirty (30) days of the anniversary date of the ELA, with the initial payment due within thirty (30) days of execution of the ELA.
- b. Upon receipt of the initial purchase order from City, ESRI shall deliver five (5) sets of media containing the Enterprise License Software to City for Deployment to Licensees. ESRI shall ship the media to the ship-to address identified in Appendix D, FOB Destination with shipping charges prepaid. City may purchase additional media sets at the prices in effect at the time of purchase.
- c. ESRI shall provide City with up to one hundred (100) hardware keys ordered on an as-required basis. Additional hardware keys may be ordered at the prices in effect at the time of purchase.
- d. ESRI shall provide registration numbers or keycodes, as applicable, to activate the nondestructive copy protection program that enables the Software to operate.
- e. City shall Deploy, install, configure, and track the Enterprise License Software.

5.2 Purchase Order Requirements

- a. Any purchase orders issued by City shall reference and be subject to the terms and conditions of this ELA. No additional or different term 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, or, for separately orderable item(s), the quantity, description, price, and name of Licensee.
 - (4) On the face of the purchase order, print the following statement: "Subject to Enterprise License Agreement No. 2008ELA6895."

5.3 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.

5.4 ESRI International User Conference Registration. City shall receive ESRI International User Conference registrations annually for the term of this ELA in the quantities set forth in Appendix B. City is responsible for distributing the registrations to Licensees. Third parties may not represent City or at any ESRI International User Conferences.

5.5 Web-Based Training—ESRI will provide City with access to ESRI Virtual Campus Web-based training through an annual \$10,000 Virtual Campus Standard Subscription. The subscription includes all asynchronous, self-study courses and Web workshops that are authored by ESRI. The Standard Subscription does not include instructor-assisted (Virtual Classroom) courses and courses authored by third parties. City must designate a person as the Subscription Administrator. The Subscription Administrator shall receive and control the Subscription Master Code that allows City to select courses and distribute Course Access Codes to employees of participating Licensees. Each time a course access code is issued, the subscription 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 dollars shall be forfeited at the end of the subscription period (one [1] year) and may not be credited toward other training or consulting services or rolled over to the next annual period.

ARTICLE 6—POINTS OF CONTACT; NOTICES

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

6.2 Notices. Except as set forth in Section 6.1, 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: ESRI
380 New York Street
Redlands, CA 92373-8100
Attn.: Manager, Contracts and Legal Services

To: City
as listed on the signature page

ARTICLE 7—TERM, TERMINATION, AND EXPIRATION

7.1 Term. The term of the ELA shall be for one (1) year with two (2) one-year options to extend from the Effective Date unless this ELA is terminated earlier as provided herein. The sole reason City may elect not to extend the term of the ELA in the optional years is for Lack of Funds, as described below in Section 7.5.

7.2 Termination for a Material Breach. Either party may terminate this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from date of written notice to cure any material breach. Upon termination of this ELA by ESRI for a material breach, 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 or Licensee 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 execute and deliver evidence of such destruction to ESRI, which evidence shall be in a form acceptable to ESRI. Licensee

may continue to use Rolled-In Software, subject to compliance with the License Agreement. Other items that may be included in this ELA such as EAP, Virtual Campus training license, access, or VC dollar credits, and User Conference Registrations shall also terminate if this ELA is terminated.

7.3 Termination of a Particular Licensee . ESRI may elect to terminate the license rights of a particular Licensee for material breach without terminating this ELA with City or other Licensees. The breaching Licensee shall be given a period of ten (10) days from date of written notice to cure any material breach. Upon the termination of the Licensee, any licenses for Deployments provided to Licensee shall also terminate. City shall reasonably cooperate with ESRI in termination of a Licensee in material breach of this ELA, including enforcement of the ELA with respect to such Licensee. There shall be no reduction in the ELA Fee if a Licensee's rights are terminated.

7.4 License Term and 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 shall notify ESRI of the quantity and type of licenses for which Licensee elects to purchase standard maintenance. If maintenance lapses, Licensee must pay back maintenance fees to reinstate maintenance. 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.

7.5 Termination for Non-Appropriation of Funds or Lack of Funds—City's obligation to pay the amounts due for following fiscal years is contingent upon appropriation of funds for this ELA. City or ESRI may terminate this ELA in the event such funding is not made available ("Lack of Funds"). If either party terminates for Lack of Funds it will give the other party written notice of termination and the effective date of termination. In all cases the effective date of the termination shall be prior to the annual anniversary date for the next payment.

Under no circumstances may City deploy additional copies of the Software, Data, or Documentation upon termination of the ELA for Lack of Funds.

In the event that the ELA is terminated for Lack of Funds the following conditions shall apply:

- a. 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;
- b. Licensee may continue to use Deployed Enterprise License Software, Data, or Documentation identified in Appendix A, Table A-1, provided;
 - (i) Licensee shall report the quantity and types of Deployed Enterprise License Software, and ESRI shall determine the quantity and type of Software, Data, or Documentation that Licensee may continue to use under the general license terms, based on the value of the software deployed at commercial list prices against a portion of the amount paid (portion applicable to Enterprise License Software licenses identified in Table A-1). Licensee shall uninstall, remove, and destroy the Deployed Enterprise Software in excess of the authorized quantities and types. The remaining authorized quantities and types of software ("Remaining Software") shall be licensed in accordance with the License Agreement; and
 - (ii) Rolled-In Software licenses of the type identified in Table A-1 shall 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 shall be in accordance with the License Agreement.

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 for which City desires to obtain maintenance, if any. Payment of maintenance fees for such Remaining Software for which City wishes to have maintenance, if any, will be effective from the date of the termination, provided that City allocates appropriate funds. Other items that may be included in this ELA such as EAP, Virtual Campus training access/ VC dollar credits, User Conference Registrations shall also terminate if this ELA is terminated for Lack of Funds.

ARTICLE 8—CONFIDENTIALITY

8.1 ESRI Confidential Information. Some terms and conditions of this ELA are confidential and proprietary information of ESRI. Except in response to an open/public records request, City shall not publish or disclose to third parties or , in hard copy or electronically, Appendix A and Appendix B, including the ELA Fee, without ESRI's prior written consent. Disclosure may be made only to those employees and advisors of City 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.

ARTICLE 9—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.

ARTICLE 10—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.

ARTICLE 11—GIS STANDARD

City shall officially name ESRI as its GIS standard and act as a reference for other ESRI customers and potential customers as long as the ELA remains in effect. This ELA shall not be construed or interpreted as an exclusive dealings agreement, and City and its reserve the right to purchase from third parties any of their requirements for GIS Software.

City agrees that ESRI may publicize the existence of the ELA.

ARTICLE 12—ADMINISTRATIVE REQUIREMENTS

12.1 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.

12.2 Conversion to Enterprise License Software—Limited Quantity or Unit-Priced Separately Orderable 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 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 Separately Orderable 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 Product Life Cycle Policy.

12.3 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. A 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 products 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 Life Cycle Support Policy, available at <http://support.esri.com/knowledgebase/relatedDocs/ProductLifeCycle.pdf>, defines the support phases and overall support plans.

ARTICLE 13—GENERAL PROVISIONS

13.1 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) E119 Signature Page, (2) E512 ELA Terms and Conditions, (3) E300 Scope of Use, and (4) 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.

13.2 Survival of Certain ELA Clauses. The provisions of Article 8 and Article 12 of this Enterprise License Terms and Conditions document (E512) shall survive the expiration or termination of this ELA.

13.3 No Kickback: ESRI warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in ESRI'S proposal to CITY.

13.4 Kickback Termination: CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a ESRI to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

13.5 No Conflict: ESRI stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

13.6 Pursuant to the provisions of A.R.S. § 41-4401, ESRI hereby warrants to the City that ESRI will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty"). ESRI warrants that no subcontractors will be used in the provision of services under this Agreement.

13.7 A breach of the Contractor Immigration Warranty (Exhibit 2) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

13.8 The City retains the legal right to inspect the papers of any Contractor employee who works on this Contract to ensure that the Contractor is complying with the Contractor Immigration Warranty. ESRI agrees to provide evidence of compliance in a mutually agreed upon format upon City's request.

13.9 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor to ensure compliance with Contractors Immigration Warranty. ESRI agrees to provide evidence of compliance in a mutually agreed upon format upon City's request.

13.10 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

13.11 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

13.12 In accordance with A.R.S. §35-391.06 the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.

**APPENDIX A
SOFTWARE AND DEPLOYMENT SCHEDULE**

City may Deploy the Software, Data, and Documentation and access Web Services 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**

Product	Total Qty./Seats to Be Deployed
ArcGIS Desktop Software	
ArcInfo	Unlimited
ArcEditor (Single and Concurrent Use)	Unlimited
ArcView (Single and Concurrent Use)	Unlimited
ArcGIS Desktop Extensions (Single and Concurrent Use)	
Spatial Analyst	Unlimited
3D Analyst	Unlimited
Network Analyst	Unlimited
ArcGIS Publisher	Unlimited
ArcGIS Maplex	Unlimited
Geostatistical Analyst	Unlimited
ArcScan	Unlimited
ArcGIS Schematics	Unlimited
Job Tracking for ArcGIS	Unlimited
Server Software	
ArcGIS Server Workgroup and Enterprise Editions (Basic, Standard and Advanced)	Unlimited
ArcIMS	Unlimited
ArcGIS Server Extensions	
3D	Unlimited
Network	Unlimited
Spatial	Unlimited
Job Tracking	Unlimited
Geostatistical	Unlimited
Schematics	Unlimited
Developer Software	
ArcGIS Engine Runtime Deployments	Unlimited
ArcGIS Engine Runtime Extensions: 3D, Spatial, Geodatabase (GDB) Update, Network, Schematics, and Maplex	Unlimited

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

Product	Rolled-in Qty.	Total Qty./Seats to Be Deployed
ArcGIS Image Server	1	1
ArcGIS Survey Analyst Extension	1	2
ArcGIS Data Interoperability Extension	1	2
PLTS Foundation Concurrent Use	1	2
MapObjects Developers Kit	1	1
Annual Subscription ESRI Developer Network	2	2

**APPENDIX B
ELA FEE SCHEDULE**

The ELA Fee is \$100,000.00 annually. The ELA Fee is in consideration of the Enterprise License Software, ELA Maintenance, ESRI International User Conference Registrations, and training.

	Year 1	Year 2	Year 3	Total ELA Fee
Payments	<i>\$100,000</i>	<i>\$100,000</i>	<i>\$100,000</i>	<i>\$300,000</i>

Number of ESRI International User Conference Registrations	11
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All ESRI instructor-led training shall be provided to City with a five percent (5%) discount on all commercially available courses conducted at an ESRI training facility.

**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 Forney
E-mail: jeff.Forney@chandleraz.gov
Phone: 480-782-2468
Fax: 480-782-2440

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

City Office: GIS
Name: Jeff Forney
Address: 275 E. Buffalo Street
Chandler, AZ 85225

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

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1. Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

2. Name: _____
Address: _____

Phone: _____
Fax: _____
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3. Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

4. Name: _____
Address: _____

Phone: _____
Fax: _____
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5. Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____



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- ArcInfo (2, 25, 26 and 44)
- ArcGIS Desktop Extensions (7)
- ArcView 3.x and Extensions (1, 7, and 17)

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 - Enterprise (either 3, 4, or 5, and 8, 9, 25, 27, 31, 38, 39, 40 and 45)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5, and 8, 10, and 31)
 - ArcIMS ArcMap Server (either 3, 4, or 5, and 31)
- Tracking Server (5 and 31)
- ArcGIS Image Server (either 3, 4, or 5, and 8, 31, and 42)
 - ArcGIS Image Server Service Editor (1)
- RouteMAP IMS (either 3, 4, or 5, and 8, 25 and 31)
- ArcGIS Business Analyst Server (5, 8, 9, 21, 25, 28, 39, 40, and 45)

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- ArcPad Application Builder (1 and 25)
- ArcGIS Mobile Deployments (1, 15, 16 and 25)

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- ArcGIS Engine Developer Kit and Extensions (1 and 14, 15, 22, 25, 26 and 43)
- ArcGIS Engine Runtime and Extensions (1, 15, 22, 25 and 26)
- 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 (20 and 25)
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- ArcGIS For AutoCAD (1, 20 and 25)

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- ArcLogistics Server (5, 8, 9, 21, 25, 28, 39, 40, and 45)
- ArcLogistics Navigator Deployments (1, 15, and 16)

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- Production Line Tool Set (PLTS) for ArcGIS, GIS Data ReViewer, Map Production System-Atlas, 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)

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 - CommunityInfo
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- Community Tapestry Data (either 1, 2 or 5, and 21)
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32. No redundant Software installation is permitted.
33. ArcGIS Online may only be utilized in conjunction with ArcGIS Desktop, ArcGIS Server (including the Web ADF), ArcGIS Mobile, ArcGIS Explorer Software, and the ArcGIS APIs (including JavaScript™ and Adobe® Flex®).
34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
35. Licensed end users shall not share client-side data cache derived from ArcGIS Online with other licensed end users or third parties.
36. Licensee may not download or store resulting data or information except for results derived from using ArcWeb Services Address Manager.
37. Data provided with StreetMap USA may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or calculating an alternate route if a turn is missed.
38. ArcGIS Server 3 D extension included with ArcGIS Server (Workgroup or Enterprise) Standard and Advanced may only be used for generating globe data cache(s), or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D Extension Software is permitted with ArcGIS Server Standard. ArcGIS Server 3D Extension can be used with ArcGIS Server Advanced if the additional license fees for the 3D extension have been paid.
39. Any editing functionality included with ArcGIS Server (Workgroup or Enterprise) is permitted for use only with ArcGIS Server Advanced.
40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) are permitted for use only with ArcGIS Server Advanced.
41. Reserved
42. Licensee has the right to one (1) desktop deployment of the ArcGIS Image Server Service Editor for every four (4) cores of ArcGIS Image Server licensed. Additional Service Editor desktop deployments can be licensed for an additional fee.
43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the Engine Runtime Software.
44. For any operating system environment in which Licensee runs instances of the Concurrent Use license management software, Licensee may run up to the same number of passive failover instances of the Concurrent Use license management software in a separate operating system environment for temporary failover support.
45. Data licensed with ArcGIS Business Analyst and ArcGIS Business Analyst Server are restricted to use with the respective Business Analyst extension and are not for general use with ArcGIS Desktop or ArcGIS Server Software.

EXHIBIT 2

Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

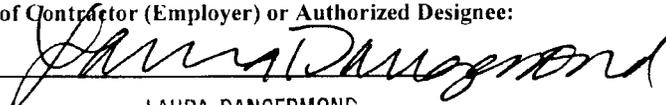
By completing and signing this form the contractor shall attest that it meets all conditions contained herein.

Contract Number: 2008ELA6895		
Name (as listed in the contract): Environmental Systems Research Institute, Inc.		
Street Name and Number: 380 New York Street		
City: Redlands	State: CA	Zip Code: 92373

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. No subcontractors will be used in the performance of this Agreement.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: LAURA DANGERMOND

Title: VICE PRESIDENT

Date (month/day/year): FEB 19 2009