

RESOLUTION 2017-138 PASSED: DECEMBER 11, 2017

AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. FOR THE RENEWAL OF DESKTOP SOFTWARE MAINTENANCE AND ONLINE SUBSCRIPTION SERVICES IN AN AMOUNT NOT TO EXCEED \$22,095.00.

WHEREAS, the City of DeKalb, DeKalb County, Illinois is a home rule community with those powers granted under the provisions of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et. seq.*; and

WHEREAS, the City of DeKalb currently maintains the Purchasing Manual, which relates to the Purchasing Policies in Section II of the Purchasing Policy; and

WHEREAS, the Purchasing Policy states: If any City purchase with a single vendor exceeds \$20,000 for the current fiscal year, the purchase must be presented to Council for approval prior to the agreement being executed; and

WHEREAS, the City Council of the City of DeKalb have determined that it is necessary and appropriate and promotes the interests of the City in purchasing a necessary commodity at a competitively obtained price through the State of Illinois consolidated purchasing process;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: That the City Council authorizes the City Manager to enter into an agreement, subject to changes acceptable to the Mayor, with Environmental Systems Research Institute, Inc. (Esri) in the amount of \$22,095.00.

Section 2: That the City of DeKalb be authorized and directed to pay to Esri Incorporated in the amount of \$22,095.00, which is within the budgeted amount across all funds for FY2018.

Section 3: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 11th day of December, 2017, and approved by me as Mayor on the same day. Passed by an 8-0 Ombinus roll call vote under the Consent Agenda. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:


SUSANNA HERRMANN, City Clerk


JERRY SMITH, Mayor





Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 12/01/2017
To: Jeremy Alexander
Organization: City of DeKalb
Information & Technology Dept
Fax #: **Phone #:** 815-748-2330

From: Shannon Robertson
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 1533
Email: srobertson@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #25813246
Document Date: 10/02/2017

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

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

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

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

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

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

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



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1533
Fax #: 909-307-3083

Quotation

Date: 10/02/2017

Quotation Number: 25813246

Contract Number: 2011MPA3795

City of DeKalb
Information & Technology Dept
200 S 4th St
DeKalb IL 60115-3733
Attn: Jeremy Alexander

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Shannon Robertson

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Customer Number: 437743

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

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 01/01/2018 End Date: 12/31/2018	3,000.00	3,000.00
1010	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 01/01/2018 End Date: 12/31/2018	1,500.00	1,500.00
2010	4	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 01/01/2018 End Date: 12/31/2018	1,200.00	4,800.00
3010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 01/01/2018 End Date: 12/31/2018	500.00	500.00
4010	1	100571	500.00	500.00

Quotation is valid for 90 days from document date.

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

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

Issued By: Shannon Robertson **Ext:** 1533

[ROBERTSONS]

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



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380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1533
Fax #: 909-307-3083

Quotation

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Date: 10/02/2017

Quotation Number: 25813246

Contract Number: 2011MPA3795

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 01/01/2018 End Date: 12/31/2018		
5010	1	123236	6,795.00	6,795.00
		Esri Business Analyst Basic for Desktop State Maintenance Start Date: 01/01/2018 End Date: 12/31/2018		
6010	1	161328	5,000.00	5,000.00
		ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 01/01/2018 End Date: 12/31/2018		
			Item Subtotal	22,095.00
			Estimated Tax	0.00
			Total	USD 22,095.00

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



esri[®]
 380 New York Street
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 Fax #: 909-307-3083

Quotation
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Date: 10/02/2017	Quotation No: 25813246	Customer No: 437743	Contract No: 2011MPA3795	
Item	Qty	Material#	Unit Price	Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

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

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

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

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

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD 22,095.00 plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

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

Anne Marie Gaura 12-11-17
 Signature of Authorized Representative Date

Anne Marie Gaura City Manager
 Name (Please Print) Title



ESRI MAINTENANCE AND SUPPORT PROGRAM

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

This Esri Maintenance and Support Program document describes Esri's commitment to support a US customer's use of Esri's unmodified Qualifying Products by providing some or all of the following maintenance benefits: technical support, new version software, hot fixes, patches, software updates, Self-Paced E-Learning, beta programs, and/or Esri User Conference registration ("**Maintenance**"). Maintenance benefits may vary by product or program. For Maintenance details, contact Esri Customer Service or visit Esri's product qualification web page at <http://www.esri.com/software/maintenance/benefits>.

In addition to Maintenance, customers in the United States of America may purchase Premium Support Services (PSS), which enhance the benefits of Maintenance, including access to a designated Technical Account Manager (TAM), the ability for Premium LAC to convert a Case into a PSS Case at any time, priority Case management, and additional enhanced support and services. For Premium Support Services details, contact Esri or visit Esri's Premium Support web page at <http://support.esri.com/other-resources/SupportServices>.

Esri reserves the right to change the Esri Maintenance and Support Program at any time and, if reasonable under the circumstances, Esri will provide thirty (30) days' advance written notice of any material alterations. Any material alterations will become effective upon renewal.

ARTICLE I—DEFINITIONS

The terms used are defined as follows:

- a. "**Authorized Caller(s)**" means the Customer-designated individual who may contact Esri to request standard technical support (e.g., to report technical issues or request product assistance).
- b. "**Case**" previously referred to as Incident, means the Esri record that contains technical notes and documentation of all related interactions between Customer and Esri Support Services for a given technical issue. Depending on how the request was initiated, Esri will provide phone, email, or chat confirmation of the Case creation. The Case will be given a unique identification number for reference and tracking.
- c. "**Customer**" means Licensee as defined in the License Agreement.
- d. "**Customer Number**" means a unique number created by Esri to identify each Customer office or site and that will be included on the invoice and/or packing list with any shipment.
- e. "**Hot Fix(es)**" means a single fix in one of the specific functional areas that is critical to Customer (e.g., Customers production has stopped) Esri will send the Hot Fix to Customer as soon as Esri completes a technical feasibility assessment. With the Hot Fix, Esri will deliver documentation that will clearly identify the technical problems addressed and any limitations. Esri will conduct limited testing on Hot Fixes before providing them to Customer. Esri will incorporate Hot Fixes into subsequent service packs. Hot Fixes do not provide new functionality. Hot Fixes will only function with the associated Esri product type and release.
- f. "**Patch(es)**" means a single fix (see Hot Fix[es]) or a set of related fixes that are in a specific functional area of the Esri product and will apply to multiple Esri customers. Once a Patch is released, it will be incorporated into a subsequent service pack release. Esri conducts limited testing on Patches before providing them to customers. Patches do not provide new functionality. Patches will only function with the associated Esri product type and release.
- g. "**Premium LAC**" means up to two (2) individuals selected by Customer to report a PSS Case and work directly with the TAM.
- h. "**PSS Case(s)**" means a Case that is opened as or elevated to PSS via Customer request or technical support's elevation process.
- i. "**Qualifying Product(s)**" means Esri's unmodified Products or Products that were modified by Esri or under Esri's direction and are eligible for some or all of the Maintenance benefits licensed to Customer subject to the terms and conditions of the License Agreement signed by Esri and Customer.
- j. "**Self-Paced E-Learning**" means a collection of self-paced learning resources for the ArcGIS Platform, accessible from the Esri Training website.
- k. "**Software Updates**" means a collection of files that enhance or correct a Qualifying Product and that will be available for Customer to download during the Maintenance term.

1. "TAM" means the Technical Account Manager who will be the primary point of contact for the coordination and escalation of PSS Cases.

ARTICLE 2—PAYMENT, EXPIRATION, RENEWAL, AND REINSTATEMENT

2.1 Payment. Esri will automatically provide Maintenance for the first twelve (12) consecutive months from the licensed date of Qualifying Products. Thereafter, Customer can purchase Maintenance and/or PSS in advance, on an annual basis with payment terms of net thirty (30) days, unless otherwise agreed to in another agreement between Customer and Esri. Customer may issue a purchase order for its initial PSS order at any time during a Maintenance term.

2.2 Term Expiration. Esri will send Customer a notice of expiration one hundred twenty (120) days before the term expires. Esri will issue a quote ninety (90) days before the expiration date ("Renewal Quote"). The Renewal Quote will be sent via email or fax and provide Customer with a breakdown of the Products licensed and PSS due to expire and the associated fees to renew. If Esri does not receive a purchase order or payment prior to the expiration date, Esri will notify Customer that the term has expired. Esri will continue to provide standard technical support for an additional thirty (30) days, but Customer will no longer receive Software Updates released after the Maintenance term's expiration, or have access to PSS. If Customer does not reinstate Maintenance within thirty (30) days after the expiration date, Customer will no longer receive technical support. All other Maintenance benefits and Premium Support Services will end with the expiration of the Maintenance term.

2.3 Prorating Renewal Terms. If Customer has acquired multiple Qualifying Products throughout the course of a year, Esri will provide a single Renewal Quote with prorated fees and a common renewal term for all Qualifying Products and PSS (if applicable). The common renewal term will start on the earliest of the Qualifying Products' renewal dates.

2.4 Reinstatement Fee for Past Due Renewals. Esri will reinstate Maintenance and PSS (if applicable) if Customer sends a purchase order or payment within thirty (30) days of the expiration date. If Customer does not renew Maintenance or PSS (either as a stand-alone order or through the Esri Enterprise Advantage Program) within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Customer would have paid since the expiration date. Renewal Maintenance and PSS will be reinstated at the then-current pricing.

ARTICLE 3—ESRI USER CONFERENCE REGISTRATION; SELF-PACED E-LEARNING

3.1 Esri User Conference Registration. During the Maintenance term, Customer may be eligible for complimentary registrations to attend the Esri User Conference. Unless otherwise agreed to in writing by Esri and Customer, Customer's eligibility will be dependent on the license type(s) and quantity of Qualifying Products. Customer may purchase additional registrations. Customer must submit a registration form for each individual attending the conference. Esri User Conference registrations are assigned in the order received and are nontransferable.

3.2 Self-Paced E-Learning. During the Maintenance term, Customers will receive access to Self-Paced E-Learning. Each individual must have an Esri account, a broadband Internet connection, and must be an employee, agent, consultant, or contractor of Customer. For education accounts, individuals may include registered students.

ARTICLE 4—STANDARD TECHNICAL SUPPORT

4.1 Scope of Standard Technical Support. During the Maintenance term, Qualifying Products will receive the level of technical support corresponding to the respective life cycle phase. Information on the Qualifying Product life cycle phase and the ArcGIS Product Life Cycle Support Policy can be found at <http://support.esri.com/en/content/productlifecycles>. Esri does not provide technical support for (a) sample applications; (b) patches received outside of a life cycle; or (c) hardware, graphics cards, monitors, plotters, graphics printers, digitizers, modems, or similar peripherals that are not provided by Esri. However, Esri does answer questions about how to interface Esri products with supported devices.

4.2 Authorized Callers. Customer may designate a limited number of Authorized Callers per Qualifying Product. Customer may replace Authorized Callers at any time by notifying Esri Support Services or through the My Esri site. If Customer has an enterprise agreement or site license agreement with Esri, Authorized Callers will be identified by name in the corresponding agreement.

4.3 Telephone, Chat, and Web Form. If Customer needs help with a technical issue, Authorized Caller may contact Esri by phone, chat, or web form.

- a. *By Telephone.* Each technical support request will be logged as a Case. After a Case is logged, the caller will be connected to a technical specialist who will be dedicated to work on the technical issue. If a technical specialist is unavailable, the Case will be placed in a dispatch queue for the next available technical specialist.
- b. *By Chat.* To initiate a chat consultation, click the Chat with an Analyst button at <http://support.esri.com/en/webform-chat>. Chat-based requests can only be made during Esri Support Services operating hours, listed in Article 7 below. Each technical support request will be logged as a Case. After a Case is logged, Authorized Caller will be connected to a technical specialist. If a technical specialist is unavailable, Authorized Caller can opt to receive an email notification when the next technical specialist is available.
- c. *By Web Form.* Authorized Caller may request technical support by completing an online web form available at <http://support.esri.com/en/webform>. Requests made through this channel are received twenty-four (24) hours a day, seven (7) days a week, but are logged and assigned to a technical specialist the next business day. Esri will respond on a first come, first served basis. All Cases reported by web form are given the same priority and level of attention as those reported by telephone.

4.4 Esri Online Support Center and My Esri. Esri has created a self-help support website center for Authorized Caller to submit technical issues; chat with technical specialists; track technical support Cases through the Esri Customer Care portal; and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The Esri Support website can be found at <http://support.esri.com>. My Esri can be found at <https://my.esri.com>.

4.5 Technical Support Case Reporting/Logging. For most Qualifying Products, Authorized Caller may contact Esri as many times as needed. All requests for technical support must contain detailed information about the technical issue. Authorized Caller must be prepared to provide as much of the following information as possible:

- The Esri Customer Number
- The phone number and email address where Authorized Caller can be reached
- The version of the software and operating system in use
- The database in use, if applicable
- The Esri Global ID
- A description of what Customer was doing when the problem occurred
- The exact wording of any error messages that appear on the screen
- Any steps taken to resolve the problem

4.6 Standard Technical Support Response Time. Esri will respond to a technical support request during Esri Support Services operating hours. Esri will make commercially reasonable efforts to respond and provide status updates to Authorized Caller according to the severity level of the technical issue as shown in the table below. Authorized Caller may request that the technical specialist change a technical issue severity level, but requests for critical- and high-severity levels must be made via telephone.

Severity	Criteria	Response Time	Status Updates
Critical	<ul style="list-style-type: none"> ▪ Causes a severe impact to business operations (e.g., critical business processes are disabled) ▪ No workaround available 	Six (6) business hours	Esri will provide status every business day until closure of the Case.
High	<ul style="list-style-type: none"> ▪ Causes a noncritical impact to business operations (e.g., significant degradation of quality or handling of data) ▪ No stable workaround available 	Eight (8) business hours	Esri will provide status every business day until closure of the Case.
Medium	<ul style="list-style-type: none"> ▪ Causes a minor impact to business operations 	Two (2) business days	Esri will provide status every three (3) business days until closure of the Case.
Routine	<ul style="list-style-type: none"> ▪ Causes little or no impact to business operations 	Two (2) business days	Esri will provide status every five (5) business days until closure of the Case.

4.7 Resolution Time. After the Technical Support Case is logged, Esri will use commercially reasonable efforts to provide corrections to a technical issue or supply a workaround. While it is Esri's goal to provide an acceptable resolution to technical issues, Esri cannot guarantee that all technical issues can be fixed or resolved.

ARTICLE 5—PREMIUM SUPPORT SERVICES (US CUSTOMERS ONLY)

If Customer pays for and utilizes Premium Support Services, Customer will receive (i) access to a designated TAM, (ii) the ability for Premium LAC to convert a Case into a PSS Case at any time, (iii) priority Case management, and (iv) additional enhanced support and services.

5.1 Technical Account Manager. Esri will assign a TAM to Customer to work directly with Premium LAC to oversee open Cases.

- a. TAM will (i) become familiar with Customer's geographic information system (GIS) software architecture and infrastructure; (ii) verify that all open PSS Cases are prioritized above Cases opened under Maintenance; (iii) work closely with Premium LAC and Esri senior support analyst toward the resolution of all open PSS Cases; (iv) provide Premium LAC with a daily status update on all PSS Cases or as agreed to by TAM and Customer; and (v) make reasonable efforts to be available from 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except on Esri holidays.
- b. Esri may replace TAM with another TAM of similar skill and background, by written notice to Customer.
- c. All communications will be conducted in the English language unless by written agreement of both parties.

5.2 Priority Case Management. Priority Case management will include the following protocol:

- a. Cases reported by Premium LAC and converted to a PSS Case will be given priority handling after the initial Case is created and documented (excluding chat Cases); and
- b. The Customer advocacy group within Esri support services, created to improve Esri's ability to understand and respond to technical issues, will give priority to Qualifying Product defects affecting Customer.

5.3 PSS Response Time. In addition to the response times outlined in Article 4.6, Esri will make commercially reasonable efforts to call or send an email response within one (1) business hour of receipt of a new PSS Case, regardless of its severity level. Esri will provide a status report every business day until closure of the PSS Case.

ARTICLE 6—CONFIDENTIALITY

All data, conversations, and Cases are confidential in nature. Esri will treat all Cases (including PSS Cases) as confidential, using the same degree of care, but no less than reasonable care, as Esri uses to protect its own confidential information. Within ninety (90) days of closing a Case, Esri will delete or destroy all information provided within a Case, unless otherwise requested by Licensee, in writing, to delete specific datasets more than ninety (90) days closing a Case. This obligation to delete or destroy excludes information retained in backup media or other archival records maintained in the ordinary course of business that are not readily accessible by Esri personnel, or information retained for future review by Esri's development team.

ARTICLE 7—CONTACTING ESRI

Esri Support Services

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

Tel.: 909-793-3774

Toll-Free Phone: 888-377-4575, extension 2

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

Email: support@esri.com

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

Esri Corporate Offices

Tel.: 909-793-2853

Fax: 909-793-5953

Email: info@esri.com

Esri Customer Service

Tel.: 888-377-4575, extension 5

Email: service@esri.com

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

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