

AMENDMENT No. 3**CONTRACT NO. C38293****MASTER TECHNOLOGY SYSTEMS AGREEMENT**

The Effective Date of this Amendment is **February 1, 2011**.

This Contract was made and entered into on the 1st day of September, 2008, by and between **ESi Acquisition, Inc.**, a Delaware corporation, hereinafter called "Contractor," and the **City of Portland**, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called "City." This Amendment may refer to the City and Contractor individually as a Party or collectively as the Parties.

The purposes of this Amendment are to extend the term of the Contract, to increase the value of the Contract, and to add more products and services.

The Parties hereby agree to amend the Contract as follows:

1. The contract is hereby extended for the two-year option period. The new expiration date is **August 31, 2013**.
2. The not-to-exceed value of the Contract is increased by **\$700,500.00**, from **\$499,500.00** to **\$1,200,000.00**.
3. The City purchases additional software licenses, support, and services for WebEOC Mapper Professional for Clackamas County Emergency Management, Clark Regional Emergency Services Agency (CRESA) and the City as set forth in Exhibit A to this Amendment, ESi Quotation Q15200. Although a line item for Washington State sales tax is in the quotation, to document CRESA's obligation, Contractor shall not invoice the City for this amount and Contractor will not have to collect the sales tax and pay it to the State of Washington. Instead, CRESA will pay the sales tax directly to the State of Washington.
4. The City renews the task for the services of the Regional WebEOC Administrator for the period from June 1, 2011, through August 31, 2013, as set forth in Exhibit B to this Amendment, Quotation Q15599.
5. The City renews WebEOC Software Support Renewal for the one-year period of June 1, 2011, through May 31, 2012, for Clackamas County Emergency Management, CRESA and the City as set forth in Exhibit C to this Amendment, Quotations Q15462, Q15465 and Q15491

All other terms and conditions of the Contract shall remain unchanged by this Amendment and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

CITY OF PORTLAND**ESI ACQUISITION, Inc. (CONTRACTOR)**

Chief Procurement Officer

Date

Authorized Signature

Date*Approved as to Form*
Deputy City Attorney1/19/2011
Date

Printed Name and TitleAddress: 823 Broad Street
Augusta, GA 30901

Phone: _____

Fax: _____



ESI Acquisition, Inc
823 Broad Street
Augusta, GA 30901

**EXHIBIT A
PRICE QUOTATION FOR
WebEOC MAPPER PROFESSIONAL**

Office (706) 823-0911
Toll Free (800) 596-0911
Fax (706) 826-9911
Website www.esi911.com

**AMENDMENT No. 3
CONTRACT NO. C38293**

Customer: CRESA
Address: 710 W. 13th St.
Vancouver, WA 98660-2810
Title: CRESA - Emergency Management Coordinator
Contact: Scott Clemetson
Phone: (360) 737-1911 x3940
Reference:
Summary: WebEOC Mapper Professional for Clackamas, CRESA and Portland
Date: 10/06/2010
Quote Expires: 04/05/2011
Disclaimer: Quotes issued in US Dollars & Valid 180 days from Issuance unless otherwise indicated. Items not manufactured by ESI are subject to change. Substitutes will be provided for customer consideration and approval.

Document Number: Q15200

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Product ID	Description	QTY	Price	Extended Price
SW-CIMS7-MPRS-TXI	WebEOC® Mapper Professional w/YR1 Support Assumes ArcGIS Server 10.0 on a separate, customer provided GIS server with access to mapping data. - CRESA	1	22,425.00	22,425.00
TS-RINST-MPR-TXI	Remote WebEOC® Mapper Professional Configuration CRESA	8	250.00	2,000.00
TS-FINSD-ES	FSS Daily Rate - Onsite Inst, Planning, Tng, or Implement Mapper Training - CRESA. No travel costs. Assumes availability of locally-based ESI representative.	1	2,000.00	2,000.00
TS-PMHOR-ES	Project Management - Normal Hourly Rate (Travel excluded) CRESA	2	250.00	500.00
SW-CIMS7-MPRS-TXI	WebEOC® Mapper Professional w/YR1 Support Assumes ArcGIS Server 10.0 on a separate, customer provided GIS server with access to mapping data. - Clackamas	1	22,425.00	22,425.00
TS-RINST-MPR-TXI	Remote WebEOC® Mapper Professional Configuration Clackamas	8	250.00	2,000.00
TS-FINSD-ES	FSS Daily Rate - Onsite Inst, Planning, Tng, or Implement Mapper Training - Clackamas. No travel costs. Assumes availability of locally-based ESI representative.	1	2,000.00	2,000.00
TS-PMHOR-ES	Project Management - Normal Hourly Rate (Travel excluded)	2	250.00	500.00
SW-CIMS7-MPRS-TXI	WebEOC® Mapper Professional w/YR1 Support Assumes ArcGIS Server 10.0 on a separate, customer provided GIS server with access to mapping data. - Portland	1	22,425.00	22,425.00

**ESI Acquisition, Inc**

823 Broad Street
Augusta, GA 30901

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Document Number: Q15200

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Product ID	Description	QTY	Price	Extended Price
TS-RINST-MPR-TXI	Remote WebEOC® Mapper Professional Configuration Portland	8	250.00	2,000.00
TS-FINSD-ES	FSS Daily Rate - Onsite Inst, Planning, Tng, or Implement Mapper Training - Portland. No travel costs. Assumes availability of locally-based ESI representative.	1	2,000.00	2,000.00
TS-PMHOR-ES	Project Management - Normal Hourly Rate (Travel excluded) Portland	2	250.00	500.00
	WA Sales Tax 8.2%		26,925.00	2,207.85
	Tax Not Included		53,850.00	0.00
Sum Σ				82,982.85



ESI Acquisition, Inc
823 Broad Street
Augusta, GA 30901

EXHIBIT B
PRICE QUOTATION FOR
WebEOC Administrator

AMENDMENT No. 3
CONTRACT NO. C38293

Office (706) 823-0911
Toll Free (800) 596-0911
Fax (706) 826-9911
Website www.esi911.com

Customer: Portland Office of Emergency Management
Address: 1001 SW 5th Avenue
Suite 650
Portland, OR 97204
Title: WebEOC Administrator/Exercise & Training
Contact: Mark McKay
Phone: (503) 823-3924

Document Number: Q15599

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Reference:
Summary: Quote for Regional WebEOC Administrator from June 1, 2011 – Aug 30, 2013
Date: 01/12/2011
Quote Expires: 07/11/2011
Disclaimer: Quotes issued in US Dollars & Valid 180 days from Issuance unless otherwise indicated. Items not manufactured by ESI are subject to change. Substitutes will be provided for customer consideration and approval.

Product ID	Description	QTY	Price	Extended Price
TS-SYSPROJ-ES	Tech Svcs - Misc. Project Regional WebEOC Administrator - 27 months	1	253,125.00	253,125.00
	Tax Not Included		253,125.00	0.00
Sum Σ				253,125.00

184400



ESI Acquisition, Inc
823 Broad Street
Augusta, GA 30901

EXHIBIT C
PRICE QUOTATION FOR
SOFTWARE SUPPORT

AMENDMENT No. 3
CONTRACT NO. C38293

Office (706) 823-0911
Toll Free (800) 596-0911
Fax (706) 826-9911
Website www.esi911.com

Customer: CRESA
Address: 710 W. 13th St.
Vancouver, WA 98660-2810
Title: CRESA - Emergency Management Coordinator
Contact: Scott Clemetson
Phone: (360) 737-1911 x3940
Reference:
Summary: WebEOC Software Support Renewal Quote for period 06/01/11-05/31/12
Date: 01/05/2011
Quote Expires: 05/27/2011
Disclaimer: Quotes issued in US Dollars & Valid 180 days from Issuance unless otherwise indicated. Items not manufactured by ESI are subject to change. Substitutes will be provided for customer consideration and approval.

Document Number: Q15462

Product ID	Description	QTY	Price	Extended Price
SS-CIMS7-PRS	WebEOC® Professional, v7 Software Support, Silver 06/01/11-05/31/12	1	9,000.00	9,000.00
SS-DTSTD-YR	Double-Take® Standard additional year maintenance 06/01/11-05/31/12	2	600.00	1,200.00
	WA Sales Tax 8.2%		10,200.00	836.40
Sum Σ				11,036.40



ESI Acquisition, Inc
823 Broad Street
Augusta, GA 30901

Office (706) 823-0911
Toll Free (800) 596-0911
Fax (706) 826-9911
Website www.esi911.com

Customer: Clackamas County Emergency Management
Address: 2200 Kaen Rd.
Oregon City, OR 97045
Title: Strategic Program Coordinator
Contact: Sarah Stegmuller
Phone: 503-650-3381

Document Number: Q15465

Reference:
Summary: WebEOC Software Support Renewal Quote for period 06/01/11-05/31/12

Date: 01/05/2011

Quote Expires: 05/27/2011

Disclaimer: Quotes issued in US Dollars & Valid 180 days from Issuance unless otherwise indicated. Items not manufactured by ESI are subject to change. Substitutes will be provided for customer consideration and approval.

Product ID	Description	QTY	Price	Extended Price
SS-CIMS7-PRS	WebEOC® Professional, v7 Software Support, Silver 06/01/11-05/31/12	1	9,000.00	9,000.00
SS-CIMS7-ADL	WebEOC® Redundant Server Software Support 06/01/11-05/31/12	1	800.00	800.00
SS-DTSTD-YR	Double-Take® Standard additional year maintenance 06/01/11-05/31/12	2	600.00	1,200.00
	Tax Not Included		11,000.00	0.00
Sum Σ				11,000.00

184400

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Augusta, GA 30901**Office** (706) 823-0911
Toll Free (800) 596-0911
Fax (706) 826-9911
Website www.esi911.com**Customer:** Portland Office of Emergency Management**Address:** 1001 SW 5th Avenue
Suite 650

Portland, OR 97204

Title: WebEOC Administrator/Exercise & Trainin**Contact:** Mark McKay**Phone:** (503) 823-3924**Reference:****Summary:** WebEOC Software Support Renewal Quote for period 06/01/11-05/31/12**Date:** 01/05/2011**Quote Expires:** 05/26/2011**Disclaimer:** Quotes issued in US Dollars & Valid 180 days from Issuance unless otherwise indicated. Items not manufactured by ESI are subject to change. Substitutes will be provided for customer consideration and approval.**Document Number: Q15491**

Product ID	Description	QTY	Price	Extended Price
SS-CIMS7-PRS	WebEOC® Professional, v7 Software Support, Silver 06/01/11-05/31/12	1	9,000.00	9,000.00
SS-CIMS7-ADL	WebEOC® Redundant Server Software Support 06/01/11-05/31/12	1	800.00	800.00
SS-DTSTD-YR	Double-Take® Standard additional year maintenance 06/01/11-05/31/12	2	600.00	1,200.00
	Tax Not Included		11,000.00	0.00
Sum Σ				11,000.00



Software Support Plans
WebEOC® & ESiWebFUSION™
(Last Updated: April 16, 2010)

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1.0 GENERAL

ESi listens to its customers. More and more WebEOC users are coming back to ESi for additional services, and looking for a way to ensure that they have a vehicle to budget for and procure these services on a regular basis. Our emergency management community understands the critical importance and value of ongoing training, regular exercises and analysis of exercise results, as well as development of tailored boards that capture specific processes. In order to respond to these requests for a greater degree of support, we have designed support plans that capture the services most often requested by our clients. It is our hope that these plans will help you streamline the procurement process while getting the additional services you need.

ESi also understands that some agencies have limited budgets. It is our desire and commitment not to leave a single customer behind. Therefore, we offer a lower cost maintenance option that allows customers to keep their WebEOC current. This plan provides software updates only, allowing clients to "pay as you go" for technical support on a time and materials basis.

We hope that one of these options will meet your needs, and as always, we are open to additional suggestions.

During the first 90 days of ownership, from the first day of the month following installation of the Software, customers are entitled to receive any software updates created and released by ESi. During this ninety (90) day period, customers are also entitled to ESi routine telephone support, Monday through Friday, during the hours of 8:30 a.m. to 7:00 p.m. Eastern Standard Time (excluding holidays), and emergency "after hours" support provided 24/7 as necessary during actual or exercise events/incidents.

ESi's four optional software support plans are listed below and described in the coming pages.

- **Bronze**
- **Silver**
- **Gold**
- **Platinum**

During the first 90 days of ownership, from the first day of the month following installation of the Software, customers are entitled to receive any software updates created and released by ESi. During this ninety (90) day period, customers are also entitled to ESi routine telephone support, Monday through Friday, during the hours of 8:30 a.m. to 7:00 p.m. Eastern Standard Time (excluding holidays), and emergency "after hours" support provided 24/7 as necessary during actual or exercise events/incidents.



2.0 WebEOC® PLAN HIGHLIGHTS

	Bronze	Silver	Gold	Platinum
All eligible product updates	•	•	•	•
Routine toll-free phone support during ESI business hours	TIME & MATERIALS	•	•	•
24/7 emergency phone support		•	•	•
Email and website support (webeoc.com and forum)		•	•	•
After action analysis and suggestions for improvement		•	•	•
1 complimentary registration to annual User Conference		•	•	•
Board configuration services		10 hours	40 hours	80 hours
Annual onsite exercise evaluation			2 days	4 days
Annual onsite implementation evaluation			1 day	1 day
Educational services at ESI University, Atlanta, GA (transportation, lodging not included)			4 days	8 days

- i. Software updates cannot be purchased separately. Customers desiring correction, point, and level releases must select one of ESI's software support plans.
- ii. Pricing for Bronze, Silver, Gold, and Platinum cover listed product(s) only. Renewal cost of other ESI and 3rd party products is additive.
- iii. Customers who have implemented WebEOC locally (to include the local side of Hybrid implementations) are responsible for all costs associated with any third party software upgrades necessary due to changes/revisions to WebEOC software. These third party software products include operating, database and/or replication software (e.g., Microsoft Windows Server, Microsoft SQL Server or Double-Take).
- iv. To renew software support after a lapse in coverage, customer must pay for the lapsed period dating back to when support ended.
- v. ESI will prorate software support at any time to coincide with customer's fiscal year.
- vi. Unused services (e.g., board configuration, educational services, etc.) do not roll over at year end.
- vii. Gold and Platinum support plans may be customized, but only to the extent that services are added, not removed (e.g., more frequent trips onsite, increased board builder hours, additional User Conference registrations, etc.).
- viii. ESI will negotiate services (e.g., board building, onsite support, offsite training, etc.) with customers who desire to upgrade to Gold or Platinum during a year in which support is already being provided at a lower level. The discussion will focus on prorated services unless customer elects to pay the difference between the two levels.
- ix. Gold and Platinum support plans include travel expenses associated with onsite services within the Continental United States (CONUS). Non-CONUS customers seeking Gold or Platinum support should contact ESI for pricing.
- x. Support Plans apply to the current level release only.
- xi. Pricing contained herein is subject to change.



3.0 WebEOC® SOFTWARE SUPPORT PLANS

3.1 BRONZE

Price: WebEOC® *Professional* – \$4,900.00¹

WebEOC® *Professional* Bronze Software Support is the least expensive software support option ESI offers. In addition to corrections, which address software anomalies and enhancements which provide new features/functionality, renewal also ensures customers have access to updates that correct or improve performance and security. Maintaining WebEOC at the latest software release will simplify collaboration with other agencies using WebEOC and assure compatibility with any WebEOC plug-ins customer may have or subsequently purchase. It will also ensure your system is always capable of connecting to ESIWebFUSION.

Bronze software support includes:

- Level releases: new release or new generation of software (such as the 2008 release of WebEOC 7.0.).
- Point releases: modifications to the current generation of software, including enhancements and improvements.
- Correction releases: patches provided to correct software anomalies.
- Access to community-use boards and tips at www.WebEOC.com.
- Customers seeking technical support will be billed on a time and materials basis (\$175.00 first hour, plus \$150.00/hr thereafter). See [Section 7.0](#) for additional details.

¹ WebEOC Air, \$8,800.00; WebEOC ST, \$9,050.00; WebEOC for Hospitals, \$5,700.00



3.2 SILVER

Price: WebEOC® *Professional* – \$9,000.00 ²

Features include:

- Software Updates
 - Level releases: new release or new generation of software (such as the 2008 release of WebEOC 7.0.)
 - Point releases: modifications to the current generation of software, including enhancements and improvements
 - Correction releases: patches provided to correct software anomalies
- Routine software support available by telephone, Monday through Friday, during the regular business hours of 8:30 a.m. to 7:00 p.m. EST.
 - Toll-free, email and website support (webeoc.com)
 - Support for WebEOC software reinstalls
 - Remote session support
- Emergency “after hours” support provided 24/7 as necessary during actual or exercise events/incidents.
- Remote analysis of After Action Report findings with suggestions for improvement.
- Access to community-use boards and tips at www.WebEOC.com.
- 10 hours of Board building, scripting, or configuration.
- One complimentary registration for the Annual WebEOC User Conference ³.
 - Learn about latest WebEOC advances
 - Attend Administrator and User training sessions
 - Meet with users to share experiences
 - Meet with other agencies within your region or vertical (utilities, airlines, etc.) to discuss information sharing and interoperability issues
 - Attend user presentations on how WebEOC software is used
 - See technology demonstrations on current and future products

² WebEOC *Air*, \$12,900.00; WebEOC *ST*, \$13,150.00; WebEOC *for Hospitals*, \$9,800.00

³ Applies to core WebEOC license only (*Professional*, *Air* or *ST*). Additional registrations are not given for purchase of WebEOC plug-ins, interfaces or “Redundant Server” software.



Your obligations under this plan:

- Appoint a designated point of contact and two alternate points of contact for interactions with ESi.
- Provide ESi with all necessary information about your operating environment, hardware, network configuration, security protocols, operational processes, and other information needed by ESi to respond to your requests for technical and other software support.



3.3 GOLD

Price: WebEOC®*Professional* – \$24,900.00 ⁴

Gold and Platinum Support are available to customers who desire an enhanced level of support from ESI, including annual exercise support, system evaluation, and training opportunities.

Gold Support Plan features include:

- Software Updates
 - Level releases: new release or new generation of software (such as the 2008 release of WebEOC 7.0.)
 - Point releases: modifications to the current generation of software, including enhancements and improvements
 - Correction releases: patches provided to correct software anomalies
- Routine software support available by telephone, Monday through Friday, during the regular business hours of 8:30 a.m. to 7:00 p.m. EST.
 - Toll-free, email and website support (webeoc.com)
 - Support for WebEOC software reinstalls
 - Remote session support
- Emergency “after hours” support provided 24/7 as necessary during actual or exercise events/incidents.
- Remote analysis of After Action Report findings with suggestions for improvement.
- Access to community-use boards and tips at www.WebEOC.com.
- One complimentary registration for the Annual WebEOC User Conference⁵.
 - Learn about latest WebEOC advances
 - Attend Administrator and User training sessions
 - Meet with users to share experiences
 - Meet with other agencies within your region or vertical (utilities, airlines, etc.) to discuss information sharing and interoperability issues
 - Attend user presentations on how WebEOC software is used
 - See technology demonstrations on current and future products
- 40 hours of Board Building, scripting, and configuration.

⁴ WebEOC Air fee is \$28,800.00; WebEOC ST, \$29,050.00; WebEOC for Hospitals \$25,700.00

⁵ Applies to core WebEOC license only (*Professional, Air or ST*). Additional registrations are not given for purchase of WebEOC plug-ins, interfaces or “Redundant Server” software.



- **Annual exercise evaluation – Two (2) days onsite**

A regular EOC exercise program will keep you, your EOC staff, and your WebEOC® software in top working order. ESi will send a specialist to your facility to support your WebEOC Administrator and assist in evaluating the EOC Exercise.

- Evaluate the ability to exchange information using WebEOC and evaluate the effectiveness of the WebEOC configuration for regional collaboration (as appropriate)
 - Evaluate customer's event reporting, mission tasking and situation reporting process
 - Make recommendations for changes to the customer's WebEOC implementation based upon current WebEOC "best practices"
 - Support the WebEOC Administrator during the exercise with user-related issues
 - Provide onsite technical support during the exercise
 - Provide an After-Action Report to the WebEOC Administrator documenting findings, lessons learned and recommendations
- **Annual process evaluation - One (1) day onsite**
 - Based on best practices observed throughout the user community, recommend process / workflow improvements
 - Review software enhancements issued throughout the year
 - Evaluate effectiveness of customer changes made during the year.
 - **Four (4) days of educational services at ESi University (travel expenses borne by customer)**

Your obligations under this plan:

- Appoint a designated point of contact and two alternate points of contact for interactions with ESi.
- Provide ESi with all necessary information about your operating environment, hardware, network configuration, security protocols, operational processes, and other information needed by ESi to respond to your requests for technical and other software support.



3.4 PLATINUM

Price: WebEOC® *Professional* – \$34,900.00⁶

Gold and Platinum Support are available to customers who desire an enhanced level of support from ESI, including annual exercise support, system evaluation and training opportunities.

Platinum Support includes:

- Software Updates
 - Level releases: new release or new generation of software (such as the 2008 release of WebEOC 7.0.)
 - Point releases: modifications to the current generation of software, including enhancements and improvements
 - Correction releases: patches provided to correct software anomalies
- Routine software support available by telephone, Monday through Friday, during the regular business hours of 8:30 a.m. to 7:00 p.m. EST.
 - Toll-free, email and website support (webeoc.com)
 - Support for WebEOC software reinstalls
 - Remote session support
- Emergency “after hours” support provided 24/7 as necessary during actual or exercise events/incidents.
- Remote analysis of After Action Report findings with suggestions for improvement.
- Access to community-use boards and tips at www.WebEOC.com.
- One complimentary registration for the Annual WebEOC User Conference⁷.
 - Learn about latest WebEOC advances
 - Attend Administrator and User training sessions
 - Meet with users to share experiences
 - Meet with other agencies within your region or vertical (utilities, airlines, etc.) to discuss information sharing and interoperability issues.
 - Attend user presentations on how WebEOC software is used
 - See technology demonstrations on current and future products
- 80 hours of Board Building, scripting, and configuration.

⁶ WebEOC *Air* fee is \$38,800.00; WebEOC *ST*, \$39,050.00; WebEOC *for Hospitals*, \$35,700.00

⁷ Applies to core WebEOC license only (*Professional*, *Air* or *ST*). Additional registrations are not given for purchase of WebEOC plug-ins, interfaces or “Redundant Server” software.



- Annual exercise evaluation – **Four (4)** days onsite

A regular EOC exercise program will keep you, your EOC staff, and your WebEOC® software in top working order. ESI will send a specialist to your facility to support your WebEOC Administrator and assist in evaluating the EOC Exercise.

- Evaluate the ability to exchange information using WebEOC and evaluate the effectiveness of the WebEOC configuration for regional collaboration (as appropriate)
- Evaluate customer's event reporting, mission tasking and situation reporting process
- Make recommendations for changes to the customer's WebEOC implementation based upon current WebEOC "best practices"
- Support the WebEOC Administrator during the exercise with user-related issues
- Provide onsite technical support during the exercise
- Provide an After-Action Report to the WebEOC Administrator documenting findings, lessons learned and recommendations

- Annual process evaluation - **One (1)** day onsite

- Based on best practices observed throughout the user community, recommend process / workflow improvements.
- Review software enhancements issued throughout the year.

- **Eight (8)** days of educational services at ESI University (travel expenses borne by customer)

Customer obligations under this plan:

- Appoint a designated point of contact and two alternate points of contact for interactions with ESI.
- Provide ESI with all necessary information about your operating environment, hardware, network configuration, security protocols, operational processes, and other information needed by ESI to respond to your requests for technical and other software support.



4.0 ESIWebFUSION™ SOFTWARE SUPPORT

Price: \$15,000.00⁸

Features include:

- Software Updates
 - Level releases: new release or new generation of software
 - Point releases: modifications to the current generation of software, including enhancements and improvements.
 - Correction releases: patches provided to correct software anomalies.
- Routine software support available by telephone, Monday through Friday, during the regular business hours of 8:30 a.m. to 7:00 p.m. EST.
 - Toll-free, email and website support (webEOC.com)
 - Support for WebEOC software reinstalls
 - Remote session support
- Emergency “after hours” support provided 24/7 as necessary during actual or exercise events/incidents.
- 10 hours of Board Building, scripting, and configuration.
- Remote analysis of After Action Report findings with suggestions for improvement.
- Access to community-use boards and tips at www.WebEOC.com.
- One complimentary registration for the Annual WebEOC User Conference.
 - Learn about latest WebEOC and ESIWebFUSION™ advances
 - Attend WebEOC Administrator and User training sessions
 - Meet with users to share experiences
 - Meet with other agencies within your region or vertical (utilities, airlines, etc.) to discuss information sharing and interoperability issues.
 - Attend user presentations on how WebEOC software is used
 - See technology demonstrations on current and future products

⁸ Unlike WebEOC, ESIWebFUSION may be installed on one second database server without incurring a “second server” fee.



Your obligations under this plan:

- Appoint a designated point of contact and two alternate points of contact for interactions with ESi.
- Provide ESi with all necessary information about your operating environment, hardware, network configuration, security protocols, operational processes, and other information needed by ESi to respond to your requests for technical and other software support.



5.0 THIRD PARTY AND WEBEOC PLUG-IN / INTERFACE SOFTWARE SUPPORT COSTS

Software support pricing shown below is in addition to the cost of Bronze, Silver, Gold or Platinum Plans for WebEOC Professional.

WebEOC Redundant Server ^{9 10}	\$800.00
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WebEOC Plug-in

WebEOC Mapper Professional	\$3,900.00
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WebEOC Resource Manager	\$3,000.00
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WebEOC Team Manager	\$3,000.00
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WebEOC Interface¹¹

MIR3™ Interface	no annual fee
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EMTrack™ Interface	no annual fee
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EMResource™ Interface	no annual fee
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Third Party Software – Double-Take® (Per License/Per Year)^{12 13}

Double-Take® Standard (Current)	\$600.00
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Double-Take® Advanced (Current)	\$1,000.00
---------------------------------	------------

Double-Take® Standard (Reactivation)	\$1,000.00
--------------------------------------	------------

Double-Take® Advanced (Reactivation)	\$2,000.00
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⁹ Fee based on 'database' servers, not web servers. Customers with multiple redundant servers must pay the Second Server fee for each redundant [database] server. This fee applies even though customer may designate another agency's WebEOC server as their redundant database server.

¹⁰ The Redundant Server software fee applies to core WebEOC products only (e.g., WebEOC Professional, WebEOC Air, WebEOC ST, WebEOC for Hospitals). Customers may install plug-ins / interfaces on redundant servers without incurring similar "redundant server" fees.

¹¹ Interfaces to commercial products listed are supported/maintained by ESI as part of the core WebEOC® Professional, ST, Air, or WebEOC for Hospitals software support plan.

¹² Double-Take® is a third party product from Double-Take Software. Customers wishing to renew Double-Take support are cautioned to renew on time to avoid "Reactivation" fees.

¹³ Per database server.



6.0 APPLICATION SERVICE PROVIDER (ASP) – HOSTING FEE¹⁴

ESi offers hosting services through Rackspace data centers located in Dallas, Texas and Herndon, Virginia. These facilities are fully redundant and geographically separated to reducing the likelihood that a man-made or natural disaster would affect both facilities simultaneously.

Customers who choose ESi to host their instance of WebEOC have two options – fully hosted or hybrid. In the fully hosted scenario, ESi provides and maintains the customer's WebEOC totally within its hosted environment. Hybrid customers have WebEOC installed at the customer's location on servers maintained locally with ESi providing a redundant capability at one of its datacenters. Annual ASP and Hybrid fees are payable beginning Year 1.

WebEOC Professional or Air ASP Service Description	Service Fee
ASP Hosting – SET-UP (One-time fee)	\$2,500 (One-time)
ASP Hosting – Reinstatement Fee (when payment lapses for 30 days)	\$2,000

WebEOC Professional ASP Service Description	Service Fee
ASP Hosting - Up to 250 concurrent, unlimited named.	\$7,850 (Annually)
ASP Hosting - Up to 500 concurrent, unlimited named.	\$12,850 (Annually)
ASP Hosting - Up to 750 concurrent, unlimited named.	\$17,850 (Annually)
ASP Hosting – Up to 1000 concurrent, unlimited named.	\$22,850 (Annually)
ASP Hosting - Up to 250 concurrent, unlimited named.	\$1,500 (Monthly)
ASP Hosting - Up to 500 concurrent, unlimited named.	\$3,000 (Monthly)

WebEOC Air ASP Service Description	Service Fee
ASP Hosting - Up to 250 concurrent, unlimited named.	\$9,350 (Annually)
ASP Hosting - Up to 500 concurrent, unlimited named.	\$14,350 (Annually)
ASP Hosting - Up to 750 concurrent, unlimited named.	\$19,350 (Annually)
ASP Hosting – Up to 1000 concurrent, unlimited named.	\$24,350 (Annually)
ASP Hosting - Up to 250 concurrent, unlimited named.	\$1,800 (Monthly)
ASP Hosting - Up to 500 concurrent, unlimited named.	\$3,600 (Monthly)

WebEOC Mapper Professional ASP Service Description	Service Fee
ASP Hosting – SET-UP (One-time fee)	\$850 (One-time)
ASP Hosting – Annual ASP Fee	\$3,950

¹⁴ ASP (hosting) fees are in addition to software support fees referenced in Sections 3.1 through 3.4, and Section 5.0. Hosting fees cover the direct cost of hardware, software and services (ESi and Rackspace) to manage and maintain customer's shared environment.



WebEOC Team Manager ASP Service Description	Service Fee
ASP Hosting – SET-UP (One-time fee)	\$850 (One-time)
ASP Hosting – Annual ASP Fee	\$1,000

WebEOC Resource Manager ASP Service Description	Service Fee
ASP Hosting – SET-UP (One-time fee)	\$850 (One-time)
ASP Hosting – Annual ASP Fee	\$1,200

WebEOC Professional Hybrid Service Description	Service Fee
Hybrid Hosting - Up to 250 concurrent, unlimited named.	\$6,450 (Annually)
Hybrid Hosting - Up to 500 concurrent, unlimited named.	\$11,450 (Annually)
Hybrid Hosting - Up to 750 concurrent, unlimited named.	\$16,450 (Annually)
Hybrid Hosting – Up to 1000 concurrent, unlimited named.	\$21,450 (Annually)
Hybrid Hosting - Up to 250 concurrent, unlimited named.	\$1,500 (Monthly)
Hybrid Hosting - Up to 500 concurrent, unlimited named.	\$3,000 (Monthly)



7.0 CUSTOMER SUPPORT ESCALATION PLAN

When requesting WebEOC customer support, customers should call the Customer Support Help Desk number listed below. Alternatively, questions or problems of a non-critical nature may be emailed to support@esi911.com.

	US Customers	International Customers
WebEOC Customer Support Help Desk	(877) 771-0911	(706) 823-0911
WebEOC Customer Support Pager	(888) 243-7204	(803) 202-1014

If no one is available to answer your call (when dialing the Toll-Free Help Desk Number) you may:

- Leave a message and your call will be returned as soon as possible. Calls received outside of ESI's normal duty hours (Monday through Friday, 8:30 a.m. – 7:00 p.m. Eastern) will be returned the next business day.
- Alternatively, you will be prompted to page the on-duty technician. If electing this option (or dialing the pager number direct), ensure the call back number includes your area code. If the call back number is a "general" number, please ensure the person answering the phone knows to whom the call should be transferred.

Customers who dial ESI's commercial number must ask to be transferred to tech support. If no answer, you may elect to page the on-duty technician or leave a message. Messages will be returned as described above.

If your call is for *emergency* support, and after paging the customer support technician you do not receive a call back within 10 minutes, call the following in the order listed:

ESi Emergency Support Escalation Contact Information		
Manager of Customer Support	Dyral Fox	(706) 823-0911 (Office) (706) 951-1755 (Cell)
Director of Customer Support, Quality Assurance	Charles Ryan	(706) 823-0911 (Office) (803) 292-4107 (Cell)
Vice President, Product Management	Josh Newsome	(706) 823-0911 (Office) (706) 830-2807 (Cell)
President and Chief Executive Officer	Nadia Butler	(706) 823-0911 (Office) (706) 836-5151 (Cell)

Bronze Support Plan customers and customers without software support will be asked for a credit card number or purchase order before tech support will be provided. ESI accepts VISA, Master Card and Discover. Technical Support rates in this instance will be charged in accordance with the following schedule.

Bronze Support (Hourly)	
New Trouble Ticket (minimum charge)	\$175.00
Troubles requiring more than (1) hour of customer support	\$175.00 plus \$150.00/hr.



We also ask that you notify ESi Customer Support by email (support@esi911.com) each time your EOC activates/deactivates in response to an actual event or major exercise. Knowing when you activate will help us prioritize tech support activities; the deactivation will alert us to solicit feedback so that we can prepare our own after action report and ultimately share lessons learned with other WebEOC users.



8.0 OPTIONAL ON-SITE EMERGENCY SUPPORT SERVICES

Customers may elect to receive "on demand" emergency on-site support services from ESI on a fee-for-service basis. Such services are provided in addition to WebEOC Software Support and Maintenance and shall be provided according to the following terms and conditions:

Services Offered: Services to be performed may include, but are not limited to:

- WebEOC administration and user support
- Custom board configuration
- Training of new users
- Process development and implementation
- Technical assistance
- The temporary set-up of a hosted or redundant system for fail-over purposes.

Request for Services: Services may be requested by Customer by written Work Order at the sole discretion of Customer. Work Orders may be sent to ESI via facsimile at (706) 826-9911 or via electronic mail to emergency_help@esi911.com. If facsimile is used for submission, the customer should also send an electronic mail to emergency_help@esi911.com informing ESI that the Work Order is in the process of being submitted.

Acceptance of Work: ESI shall issue to Customer a written acceptance or rejection of work offered within twelve (12) hours of receipt of Work Order. Acceptance of Work Order by ESI is dependent on availability of ESI staff or qualified sub-contractors and feasibility of travel. Nothing contained herein shall require ESI to accept a request on behalf of Customer to perform services for Customer and nothing contained herein obligates Customer to request Contractor services.

Compensation: Customer shall pay ESI for work performed at the rates stated in Contractor Rate Schedule listed below. ESI shall invoice Customer for work performed on a monthly basis. ESI invoice shall, at a minimum, provide the name and mailing address of ESI, the dates on which work was performed, a brief description of work performed, and an itemized list of charges covered by the invoice. Customer shall pay Contractor the amount due within thirty (30) days of receipt of Contractor invoice.

Expenses: Customer shall pay ESI for reasonable expenses incurred during the performance of work requested by Customer. Reasonable expenses include but are not limited to travel, per diem and materials. ESI shall invoice Customer for such expenses, at rates equal to actual cost to ESI, on a monthly basis. ESI invoice shall, at a minimum, provide the name and mailing address of ESI and an itemized list of expenses covered by the invoice. Original receipts will be provided upon request of Customer. Customer shall pay Contractor the amount due within thirty (30) days of receipt of Contractor invoice.



Contractor Rate Table		
Item Number	Description	Unit Price
TS-PMDAR-ES-EOSS	Project Manager	\$3,000/day
TS-PGMNR-ES-EOSS	Programmer	\$3,000/day
TS-FICTOD-ES-EOSS	WebEOC Software Support, Senior Level	\$3,600/day
TS-FINSD-ES-EOSS	WebEOC Software Support	\$3,000/day
TS-AEOSD-ES-EOSS	Technical Services, General	\$3,000/day
TS-ASPSU-EOSS	Set-up, Temporary Hosted Site	\$3,000
TS-CIMS7-250D-H-EOSS	Hosting (≤ 250 concurrent users) Temporary Site	\$ 50/day

Direct Costs: Travel Expenses and Per Diem. Authorized travel expenses and per diem shall be paid to ESI at the following rates:

- (i) Transport fares (air, surface transportation) shall be reimbursed at actual costs.
- (ii) Reasonable hotel accommodations shall be reimbursed at actual costs. For the purposes of this agreement, "reasonable" means at a price at or similar to published General Services Administration ("GSA") guidelines in effect for the destination at the time of booking or stay, whichever amount is greater.
- (iii) Meals and incidentals ("per diem") shall be paid according to the published GSA guidelines in effect for the destination at the time such expenses are incurred. The value of any allowance for meals or incidentals purchased for ESI by Customer or a third party shall be subtracted from daily per diem values prior to issuing reimbursement to ESI.
- (iv) Mileage expenses shall be reimbursed at the Internal Revenue Service ("IRS") rate in effect at the time the expense is incurred.
- (v) Reasonable rental car expenses shall be reimbursed at actual costs.
- (vi) Parking fees, tolls and bridge fees shall be reimbursed at actual costs.

The cost of any materials required to complete work assignments that are not provided to ESI shall be reimbursed at actual cost.

A sample **WebEOC Software Support and Maintenance Terms and Conditions, Optional On-Site Emergency Support Services** document is provided below.

Purchase Order Number: _____

**WebEOC Software Support and Maintenance
Terms and Conditions, Optional On-Site Emergency Support Services**

Customer may, at its option and by affixing a duly authorized signature below, elect to receive "on demand" emergency on-site support services from ESI on a fee-for-service basis. Such services are provided *in addition* to WebEOC Software Support and Maintenance and shall be provided according to the following terms and conditions:

1. Services Offered, Acceptance of Work

(a) **Services Offered by ESI.** ESI may, from time to time, provide professional services to Customer for the purpose of providing emergency on-site support during significant events and emergency operations center activations. Services to be performed may include, but are not limited to: WebEOC Administration, WebEOC Administrator and User support, board-building, "on the fly" process development and implementation, training and orientation for new users, provision of on-site technical assistance, temporary set-up of hosted or redundant system for fail-over purposes, and other emergency software support.

(b) **Request for Services.** Services may be requested by Customer by written Work Order at the sole discretion of Customer. Such Work Order shall take the form of, or be substantially similar to, the Work Order Form incorporated herein as Attachment A. Work Orders may be sent to ESI via facsimile at (706) 826-9911 or via electronic mail to emergency_help@esi911.com. If facsimile is used for submission, the customer should also send an electronic mail to emergency_help@esi911.com informing ESI that the Work Order is in the process of being submitted.

(b) **Acceptance of Work.** ESI shall issue to Customer a written acceptance or rejection of work offered within twelve (12) hours of receipt of Work Order. Acceptance of Work Order by ESI is dependent on availability of ESI staff or qualified sub-contractors and feasibility of travel. Nothing contained herein shall require ESI to accept a request on behalf of Customer to perform services for Customer and nothing contained herein obligates Customer to request Contractor services.

2. Compensation

(a) Customer shall pay ESI for work performed at the rates stated in Contractor Rate Schedule incorporated herein as Attachment B.

(b) ESI shall invoice Customer for work performed on a monthly basis. ESI invoice shall, at a minimum, provide the name and mailing address of ESI, the dates on which work was performed, a brief description of work performed, and an itemized list of charges covered by the invoice. Customer shall pay Contractor the amount due within thirty (30) days of receipt of Contractor invoice.

3. Expenses

Customer shall pay ESI for reasonable expenses incurred during the performance of work requested by Customer. Reasonable expenses include but are not limited to travel, per diem and materials. ESI shall invoice Customer for such expenses, at rates equal to actual cost to ESI, on a monthly basis. ESI invoice shall, at a minimum, provide the name and mailing address of ESI and an itemized list of expenses covered by the invoice. Original receipts will be provided upon request of Customer. Customer shall pay Contractor the amount due within thirty (30) days of receipt of Contractor invoice.

[Signature block on following page]

Purchase Order Number: _____

These terms and conditions accepted by:

FOR CUSTOMER:

FOR ESI:

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: 823 Broad Street
Augusta, Georgia 30901

Telephone: _____

Telephone: (706) 823-0911

Facsimile: _____

Facsimile: (706) 826-9911

Purchase Order Number: _____

ATTACHMENT A: WORK ORDER FORM

1. Work Requested By:

Licensee:

Address:

2. Points of Contact (2) for Work to be Performed:

Name:

Title:

Organization:

Telephone, land:

Telephone, mobile:

Facsimile:

E-mail:

Name:

Title:

Organization:

Telephone, land:

Telephone, mobile:

Facsimile:

E-mail:

3. Location of Work

Facility Name:

Address:

Type of Facility:

4. Brief Description of Work Requested

5. Brief Description of Personnel Needs (i.e. number, special skills, etc.)

6. Anticipated Duration of Services

Starting Date and Time:

Anticipated End Date and Time:

Individuals executing this Work Order on behalf of the Contractor and XXX do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Work Order on behalf of their respective organizations.

SUBMITTED BY:

FOR ESI:

Accept []

Reject []

Name: _____
Title: _____Name: _____
Title: _____

Purchase Order Number: _____

ATTACHMENT B: CONTRACTOR RATE SCHEDULE

1. Definitions

- (a) "Item Number" means the ESI-assigned code for type of service delivered and is used by ESI for pricing and invoicing purposes.
- (b) "Description" means the type of service that may be provided by ESI according to the terms of this Agreement.
- (c) "Unit Price" means the unit price charged to Customer.
- (d) "Direct Costs" mean non-labor costs such as authorized materials, travel, meals and incidentals.

2. Contractor Rate Table

Item Number	Description	Unit Price
TS-PMDAR-ES-EOSS	Project Manager	\$3,000/day
TS-PGMNR-ES-EOSS	Programmer	\$3,000/day
TS-FICTOD-ES-EOSS	WebEOC Software Support, Senior Level	\$3,600/day
TS-FINSD-ES-EOSS	WebEOC Software Support	\$3,000/day
TS-AEOSD-ES-EOSS	Technical Services, General	\$3,000/day
TS-ASPSU-EOSS	Set-up, Temporary Hosted Site	\$3,000
TS-CIMS7-250D-H-EOSS	Hosting (≤ 250 concurrent users) Temporary Site	\$ 50/day

3. Direct Costs

- (a) Travel Expenses and Per Diem. Authorized travel expenses and per diem shall be paid to ESI at the following rates:
 - (i) Transport fares (air, surface transportation) shall be reimbursed at actual costs.
 - (ii) Reasonable hotel accommodations shall be reimbursed at actual costs. For the purposes of this agreement, "reasonable" means at a price at or similar to published General Services Administration ("GSA") guidelines in effect for the destination at the time of booking or stay, whichever amount is greater.
 - (iii) Meals and incidentals ("per diem") shall be paid according to the published GSA guidelines in effect for the destination at the time such expenses are incurred. The value of any allowance for meals or incidentals purchased for ESI by Customer or a third party shall be subtracted from daily per diem values prior to issuing reimbursement to ESI.
 - (iv) Mileage expenses shall be reimbursed at the Internal Revenue Service ("IRS") rate in effect at the time the expense is incurred.
 - (v) Reasonable rental car expenses shall be reimbursed at actual costs.
 - (vi) Parking fees, tolls and bridge fees shall be reimbursed at actual costs.
- (b) The cost of any materials required to complete work assignments that are not provided to ESI shall be reimbursed at actual cost.