

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

703



**FROM:** Riverside County Information Technology (RCIT)

**SUBMITTAL DATE:**  
April 23, 2013

**SUBJECT:** Approval of Master License Agreement With Latitude Geographics Without Obtaining Competitive Pricing

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute the Master License Agreement with Latitude Geographics for a web based mapping software purchase and services in the amount of \$62,110 for the initial purchase, and the annual maintenance amount of up to \$17,043; which contains an option to renew the agreement for five additional one-year periods; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the subsequent year's estimated costs; and,
3. Direct the Clerk of the Board to return 3 original signed agreements to RCIT.

**BACKGROUND:** (Continued on Page 2)

*Kevin K Crawford*  
8 May 13

Kevin K Crawford  
Chief Information Officer

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ 62,110	<b>In Current Year Budget:</b>	Yes
	<b>Current F.Y. Net County Cost:</b>	\$ 0	<b>Budget Adjustment:</b>	No
	<b>Annual Net County Cost:</b>	\$ 0	<b>For Fiscal Year:</b>	12/13

<b>SOURCE OF FUNDS: RCIT Operating Budget</b>	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Christopher M. Hans*  
County Executive Office Signature Christopher M. Hans

Policy  Policy

Consent  Consent

Dept's Recomm.:  
Per Exec. Ofc.:

<b>Prev. Agn. Ref.:</b>	<b>District:</b> All
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**Agenda Number:**

3-54

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE  
Purchasing: Mark Seiler, Assistant Director Departmental Concurrence

**Form 11: Sole Source Master License Agreement with Latitude Geographics**

**Date: April 23, 2013**

**Page 2**

**BACKGROUND:** The Geographic Solutions Division (GSD) of Riverside County Information Technology (RCIT) utilizes an ArcGIS suite by ESRI for its geographic technology platform. Latitude Geographics is a web based mapping software that provides a standardized framework that allows for the creation of GIS applications, websites, and reports. Latitude's GeoCortex Essentials tool set provides reusable and unified development infrastructure the County can use to build GIS based applications. GeoCortex's off-the-shelf components reduce development time and risk, while still allowing complete development flexibility within an environment that instills standards and best practices of the County's IT professionals. The Geocortex software and maintenance services can only be provided through Latitude Geographics who is the owner and manufacturer of the software and does not provide the product through resellers. Additionally, Latitude Geographics is the sole source provider for all training and technical support for the GeoCortex software.

**Price Reasonableness:** Latitude Geographics has extended Federal GSA pricing to the County on the GSA awarded items. GSA pricing is 5% off retail list pricing.

The initial purchase will provide the product training, support and licensing for

- Geocortex Essentials – Enterprise Edition: (1) \$37,000
- Pictometry Extension for Geocortex Essentials – Enterprise License: (1) \$5,000
- Geocortex Optimizer (Standard Edition): (1) \$7,350
- 24 hours of technical support: \$2,760
- Geocortex Training (4 day course): (5 employees x \$2,000) \$10,000

Total current year purchase = \$62,110.

RCIT is also requesting ongoing annual maintenance and additional training for subsequent years in the amount of up to \$17,043. Subsequent year's estimated costs breakout as follows:

FY'14-15	\$14,820
FY'15-16	\$15,561
FY'16-17	\$16,302
FY'17-18	\$17,043

**REVIEW/APPROVAL:** Purchasing concurs with this request.



Kevin K Crawford, Chief Information Officer

## Memorandum

**To:** Mark Seiler, Asst. Purchasing Director

**Date:** April 23, 2013

**Via:** Sandy Hecker, Procurement Contract Specialist

**From:** Kevin K Crawford, Chief Information Officer

**Subject:** Sole Source Procurement for GeoCortex Essentials by Latitude Geographics

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

**1. Supply/Service being requested:**

GeoCortex Essentials is an off-the-shelf software product that provides a standardized framework allowing for the creation of GIS applications, websites and reports. Latitude's Geocortex tool set provides a reusable and unified development infrastructure the County can use to build GIS based applications. Geocortex's off-the-shelf components reduce development time and risk, while still allowing complete development flexibility within an environment that instills standards and best practices of Riverside County Information Technology (RCIT) professionals.

**2. Supplier being requested:**

The supplier requested is Latitude Geographics.

**3. Alternative suppliers that can or might be able to provide supply/service:**

No configurable comparable alternative is available. This proprietary software product is not sold through a reseller network and is only available through Latitude Geographics, the manufacturer.

**4. Extent of market search conducted:**

A full exploration of the market was conducted as well as consultation with ESRI Solutions Engineers. Also noteworthy is the United States Air Force and Alameda County have procured this product through sole source actions.

**5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**

GeoCortex Essentials is the only off-the-shelf GIS development tool currently available. Due to the nature of the framework design, GeoCortex is a configurable product. While customizations can be made through programming for alternative products, the ability to configure informational products can be performed with reduced development time and risk. There are no other comparable products on the market that offer this level of functionality.

**PAGE 3**  
**SOLE SOURCE PROCUREMENT**

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 62,110       One time       Annual Amount through <sup>\$17,043</sup> 6-30-2018

  
Mark Seiler, Asst. Purchasing Director

5-13-13  
Date

13-482 & 13-482A  
Approval Number



**Latitude Use Only:**

Cust. Name \_\_\_\_\_  
Cust. # C-200800226  
P.O. # \_\_\_\_\_

Latitude Geographics Group Ltd., 200 – 1117 Wharf Street, Victoria, BC Canada V8W 1T7 · Tel: (250) 381-8130 · Fax: (250) 381-8132

**MASTER LICENSE AGREEMENT**

Latitude Contract Number: 2013-04-139

This Master License Agreement ("Agreement") is between the licensee printed below ("Licensee") and Latitude Geographics Group Ltd. ("LATITUDE"), the licensor of the Software, Data, Web Services and/or Documentation licensed under this Agreement. The Agreement includes (i) this signature page, (ii) the General License Terms and Conditions, and (iii) the Exhibit 1 listed below. The parties acknowledge that they have read and understood this Agreement and agree to be bound by the terms and conditions hereof as applicable to each party.

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

The parties hereto have caused this Agreement to be executed and effective as of the last date written below.

County of Riverside  
(Licensee)

LATITUDE GEOGRAPHICS GROUP LTD.  
(LATITUDE)

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Printed Name: John J. Benoit

Printed Name: Steven Myhill-Jones

Title: Chairman, Board of Supervisors

Title: President & CEO

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

Date: May 9, 2013

**Licensee Contact Information**

Contact: Tom Mullen

Address: 4080 Lemon Street

10<sup>th</sup> Floor

Riverside, CA 92502

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE 5/14/13

NEAL R. KIPNIS

DATE

Country: USA

Telephone: (951) 955-1850

Fax: \_\_\_\_\_

E-mail: tom.mullen@rivcoit.org

**Latitude Geographics General License Terms and Conditions (L200)**  
**Exhibit 1: Scope of Use (L300)**



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

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

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

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

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

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

**9.9 U.S. Government Restricted Rights**— The Software, Data, Web Services or Documentation are provided with restricted rights. The Software, Data, Web Services and Documentation are commercial computer software, commercial data, commercial Web Services, and commercial computer software documentation. This License Agreement contains LATITUDE's commercial license terms and conditions for such items. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of the Software, Data, Web Services, and Documentation. No other license terms or conditions shall apply unless expressly agreed in writing by LATITUDE and Licensee. LATITUDE Software source code is unpublished and all rights to the Software, Data, Web Services or Documentation are reserved under international and national copyright laws. In the event any court, arbitrator, or board holds that the Licensee has greater rights to any portion of the Software, Data, Web Services or Documentation under applicable public procurement law, such rights shall extend only to the portions affected. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as provided in FAR 52.227-19 (June 1987), FAR 52.227-14 (ALT III) (June 1987), DFARS 252.227-7015 (Nov 1995), or NFS 1852.227-86 (December 1987), or the local, state, or foreign equivalent, as applicable. The Contractor/ Manufacturer is Latitude Geographics Group Ltd., 200-1117 Wharf Street, Victoria, British Columbia, Canada V8W 1T7.

#### **9.10 Governing Law, Arbitration**

- a. *Licensees in Canada and the United States of America, Its Territories, and Outlying Areas*—This License Agreement shall be governed by and construed in accordance with the laws of the Riverside County, State of California, United States of America without reference to its conflict of laws principles. Except as provided in Article 9.8, any dispute arising out of or relating to this License Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association (in the US) under their respective Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered into a court of competent jurisdiction. If Licensee is a U.S. Government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C 601-613), in lieu of the Arbitration provisions of this clause.

- b. *All Other Licensees*— Except as provided in Article 9.8, any dispute arising out of or relating to this License Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said Rules. The language of the arbitration shall be in English. The place of the arbitration shall be at Riverside County, State of California, United States of America.
- c. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

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

- Geocortex Essentials Standard Edition (1, 2, 3, 6, 7, 8)
  - Geocortex Essentials Starter Kit Edition (1, 4, 6, 8)
  - Geocortex Essentials Developer Seat (1, 6)
  
  - Geocortex Optimizer Standard Edition (1, 2, 3, 6, 7, 8, 13)
  - Geocortex Optimizer Starter Kit Edition (1, 4, 6, 8, 12)
  
  - Geocortex Technology Developer Network [GTDN] Subscription (5, 6, 16)
  
  - Geocortex Uptime Business Edition (3, 8, 10)
  - Geocortex Uptime Enterprise Edition (1, 2, 3, 8, 11)
  
  - Geocortex Statistics Business Edition (12)
  - Geocortex Statistics Enterprise Edition (13)
  
  - Geocortex Secure Data Gateway (1, 2, 3, 6, 7, 8)
1. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
  2. "Staging Server License." Licensee may use and install the Software for the following purposes; user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data update, and training activities.
  3. "Deployment Server License." Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
  4. "Single Application License." Licensee may install and use the Software or Data for one (1) web-GIS application serving multiple users on the same or other computer(s). An Application is defined as a discrete web-GIS viewer with a specific URL.
  5. "Term License." Licensee may use the subscription(s), Software, Web Services and Data for a limited time period or while Licensee has available credits or transactions to use the subscription(s), Software, Web Services, and Data as described in the Documentation. When the license term, subscription, credits, or transactions expire, licensee must either stop using the subscription(s), Software, Web Services, and Data, or renew or extend the license upon payment of applicable fees.
  6. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs.
  7. The administrative tools for the Software may be copied and redistributed throughout the Licensee's organization.
  8. Redundant Software installation(s) for failover operations may be implemented during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant except for system maintenance and updating of databases while the primary site or any other site is operational.
  9. No redundant Software installation is permitted.
  10. Monitoring and management of services for a single server.
  11. Monitoring and management of services for multiple servers deployed from a single designated installation location.
  12. Processing/analysis of data associated with one (1) web-GIS application.
  13. Processing/analysis of data associated with an unlimited number of applications from a single designated installation location.
  14. "Single Use License." Licensee may permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Remote access is not permitted. Licensee may permit the single end user to make a second copy for end user's exclusive use on a portable computer so long as only one (1) copy of the Software, Data, and Documentation is in use at any one time.

15. "Concurrent Use License." Licensee may install and use the Software, Data and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired.
16. GTDN Software, Web Services, and Data may only be used by up to three (3) named developers per subscription at an installation location solely for the purposes of research, development, testing, and demonstration of a prototype application. GTDN Software and Data may be installed on multiple computers for use by any named GTDN developer.



## EXHIBIT 2



# Latitude Geographics™

Latitude Geographics Group Ltd.  
200 - 1117 Wharf St., Victoria, BC V8W 1T7  
Tel: (250) 381-8130 Fax: (250) 381.8132 www.latitudegeo.com

## Quote

File Number: P-201206531	Date: April 25, 2013	Prepared by:  James van Dyk (250) 381-8130 <a href="mailto:jvandyk@latitudegeo.com">jvandyk@latitudegeo.com</a>
Prepared for:  Riverside County Riverside, CA Attention: Tom Mullen <a href="mailto:tom.mullen@rivcoit.org">tom.mullen@rivcoit.org</a>		

Description	Units	Rate	Cost
<b>GXESS4P - Geocortex Essentials - Enterprise Edition</b> Includes source files, compiled binaries, configuration files, images, HTML documents, documentation, with: - Production license for a 20 core license on Riverside County servers - Unlimited Geocortex Essentials Developer Seats - One (1) year Complimentary Maintenance	1	\$ 37,000.00	\$ 37,000.00
<b>X2GEPIC- Pictometry Extension for Geocortex Essentials - Enterprise License (Version 1.0)</b> - Add-on Pictometry Extension for viewing oblique imagery with Geocortex Essentials - Enterprise Production License for unlimited installs on Riverside County servers - Includes product version updates as they are made available	1	\$ 5,000.00	\$ 5,000.00
<b>GXOPTSE - Geocortex Optimizer (Standard Edition)</b> Includes compiled application files, configuration files, documentation, with: - License for deployment of all Geocortex Optimizer modules for use with ArcGIS Server environments that are licensed for up to eight (8) production ArcGIS Server cores - One (1) year Complimentary Maintenance	1	\$ 7,350.00	\$ 7,350.00
<b>Geocortex Essentials Virtual Product Training - 4 Day Class (per person)</b>	5	\$ 2,000.00	\$ 10,000.00
<b>Prepaid Technical Support (Hours)</b>	24	\$ 115.00	\$ 2,760.00
	<b>Total</b>		<b>\$ 62,110.00</b>

This is a quotation, not an invoice. Delivery of product and/or services subject to client approval.  
Prices subject to GST and/or local taxes where applicable. Quotation is valid for 30 days  
Acceptance of this offer is not complete until an authorized client representative reads & accepts the terms of any software license agreements associated with products acquired through this quotation.

IRS Federal EID: 98-0405129

PST #: R357159

GST #: 89523 5521 RT0001

**EXHIBIT 3**



# Latitude Geographics™

Latitude Geographics Group Ltd.  
200 - 1117 Wharf St., Victoria, BC V8W 1T7  
Tel: (250) 381-8130 Fax: (250) 381.8132 www.latitudegeo.com

## Quote

File Number: P-201206531	Date: April 25, 2013	Prepared by:  James van Dyk (250) 381-8130 <a href="mailto:jvandyk@latitudegeo.com">jvandyk@latitudegeo.com</a>
Prepared for:  Riverside County Riverside, CA Attention: Sandy Hecker <a href="mailto:SAHecker@rivcoilt.org">SAHecker@rivcoilt.org</a>		

Description	Units	Rate	Cost
<b>Estimated Annual Maintenance, Support, and Training (2013-2014)</b>			
- Geocortex Essentials Enterprise License Maintenance (20 cores)	1	Included in Initial Purchase Price	
- Geocortex Optimizer Standard Edition	1	Included in Initial Purchase Price	
- Geocortex Pictometry Extension Maintenance - Enterprise License	1	Included in Initial Purchase Price	
- Geocortex Product Training	5	Included in Initial Purchase Price	
- Technical Support	24	Included in Initial Purchase Price	
<b>Estimated Annual Maintenance, Support, and Training (2014-2015)</b>			
- Geocortex Essentials Enterprise License Maintenance (20 cores)	1	\$7,400	\$7,400
- Geocortex Optimizer Standard Edition	1	\$1,500	\$1,500
- Geocortex Pictometry Extension Maintenance - Enterprise License	1	\$1,000	\$1,000
- Geocortex Product Training	2	\$2,000	\$4,000
- Technical Support	8	\$115	\$920
<b>Total</b>			<b>\$14,820</b>
<b>Estimated Annual Maintenance, Support, and Training (2015-2016)</b>			
- Geocortex Essentials Enterprise License Maintenance (20 cores)	1	\$7,770	\$7,770
- Geocortex Optimizer Standard Edition	1	\$1,575	\$1,575
- Geocortex Pictometry Extension Maintenance - Enterprise License	1	\$1,050	\$1,050
- Geocortex Product Training	2	\$2,100	\$4,200
- Technical Support	8	\$121	\$966
<b>Total</b>			<b>\$15,561</b>
<b>Estimated Annual Maintenance, Support, and Training (2016-2017)</b>			
- Geocortex Essentials Enterprise License Maintenance (20 cores)	1	\$8,140	\$8,140
- Geocortex Optimizer Standard Edition	1	\$1,650	\$1,650
- Geocortex Pictometry Extension Maintenance - Enterprise License	1	\$1,100	\$1,100
- Geocortex Product Training	2	\$2,200	\$4,400
- Technical Support	8	\$127	\$1,012
<b>Total</b>			<b>\$16,302</b>
<b>Estimated Annual Maintenance, Support, and Training (2017-2018)</b>			
- Geocortex Essentials Enterprise License Maintenance (20 cores)	1	\$8,510	\$8,510
- Geocortex Optimizer Standard Edition	1	\$1,725	\$1,725
- Geocortex Pictometry Extension Maintenance - Enterprise License	1	\$1,150	\$1,150
- Geocortex Product Training	2	\$2,300	\$4,600
- Technical Support	8	\$132	\$1,058
<b>Total</b>			<b>\$17,043</b>
<hr/> <p>IRS Federal EID: 98-0405129      PST #: R357159      GST #: 89523 5521 RT0001</p>			