

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 19th day of August 20 14

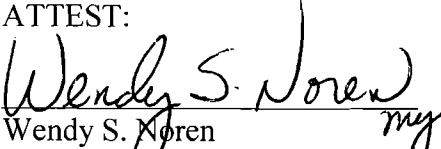
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract C202051001 – GIS Software & Maintenance Support Services with Environmental Systems Research Institute, Inc. of Redlands, California.

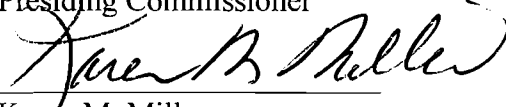
The terms of this Cooperative Contract are stipulated in the attached Maintenance Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Maintenance Agreement.

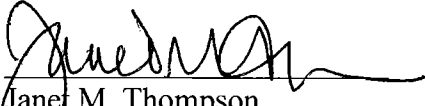
Done this 19th day of August, 2014.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: August 12, 2014
RE: Cooperative Contract: C202051001 – GIS Software & Maintenance Support Services (Sole Source # 19-123102)

Purchasing requests permission to utilize the State of Missouri cooperative contract C202051001 (Boone County Sole Source # 19-123102) for *ArcGIS for Desktop* Software & Maintenance Support Services with Environmental Systems Research Institute, Inc. of Redlands, California. A total of \$34,978 was budgeted for maintenance and will be paid as follows:

Department 1176 – GIS, account 70050 – Software Service Contract, \$22,600
Department 2010 – Assessment, account 70050 – Software Service Contract, \$4,700
Department 2045 – RM – Design & Construction, account 70050 – Software Service Contract, \$3,600
Department 2040 – PW Maintenance Operations, account 70050 – Software Service Contract, \$1,200

TOTAL: \$32,100

Contract period is September 3, 2014 through September 2, 2015. We may renew this contract if the State of Missouri renews.

cc: Contract File / Jason Warzinik, GIS

06-19-2014

REQUEST DATE

7148

VENDOR NO.



ESRI

VENDOR NAME

File #54630 ADDRESS

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

RECEIVED *purc*

JUN 23 2014

BOONE COUNTY
AUDITOR

888-377-4375

PHONE #

CA 90074-4630

Los Angeles CITY

To: County Clerk's Office

Comm Order # 394-2014

Please return purchase req with back up to Auditor's Office.

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bid Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$2500 to \$4,499)
- Purchase is ≤\$2500 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select a)

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#Sole Source 19-123102

(Enter Applicable Bid / Sole Source / Emergency Number)

Please re all Pb. c to Tri

Ship to Department # 1176

Bill to Department # 1176

| Department | | | | Account | | | | Item Description | Qty | Unit Price | Amount | |
|------------|---|---|---|---------|---|---|---|----------------------------------|----------------------------------|------------|----------|----------|
| 1 | 1 | 7 | 6 | 7 | 0 | 0 | 5 | 0 | Annual ESRI Software Maintenance | | | 22600.00 |
| 2 | 0 | 1 | 0 | 7 | 0 | 0 | 5 | 0 | Annual ESRI Software Maintenance | | | 4700.00 |
| 2 | 0 | 4 | 5 | 7 | 0 | 0 | 5 | 0 | Annual ESRI Software Maintenance | | | 3600.00 |
| 2 | 0 | 4 | 0 | 7 | 0 | 0 | 5 | 0 | Annual ESRI Software Maintenance | | | 1200.00 |
| | | | | | | | | TOTAL | | | 32100.00 | |
| | | | | | | | | Annual ESRI Software Maintenance | | | | |
| | | | | | | | | Quotation Number: 25634667 | | | | |
| | | | | | | | | 1176 - 22600.00 | | | | |
| | | | | | | | | 2010 - 4700.00 | | | | |
| | | | | | | | | 2045 - 3600.00 | | | | |
| | | | | | | | | 2040 - 1200.00 | | | | |

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Prepared By

Requesting Official

Auditor Approval

**MAINTENANCE AGREEMENT FOR
GIS Software & Maintenance Support Services**

THIS AGREEMENT dated the 19th day of August 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "County" and **Environmental Systems Research Institute, Inc.** herein "Vendor."

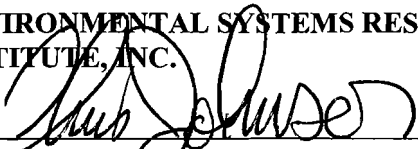
IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Maintenance Agreement for **GIS Software & Maintenance Support Services**, Boone County Terms and Conditions, Work Authorization Certification, ESRI quote # 25634667, in compliance with all bid specifications and any addendum issued for the State of Missouri contract **C202051001 (Boone County Sole Source #19-123102)**. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Maintenance Agreement, Boone County Standard Terms and Conditions and the State of Missouri Contract C202051001 shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County, GIS Software & Maintenance Support Services as identified and responded to in the Vendor's Bid Response and detailed in attached quote #25634667 for a total annual contract amount of \$32,100.00. Supplies and service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Vendor's bid response and quote, as needed and as ordered by the County.
3. **Contract Duration** - This agreement for maintenance shall commence on **September 3, 2014 and extend through September 2, 2015** subject to the provisions for termination specified below. The maintenance outlined in this agreement may be renewed.
4. **Billing and Payment** - All billing shall be invoiced as required on the Purchase Order to the respective office and billings may only include the prices listed in the Vendor's bid response and quote. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Vendor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

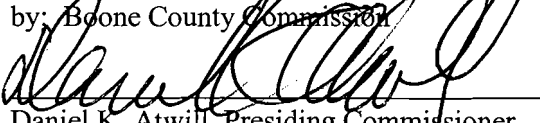
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

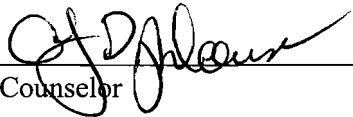
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

by 
 title Chris Johnson
Manager, Commercial & Government Contracts
 address 380 New York St
Redlands CA 92373-8100

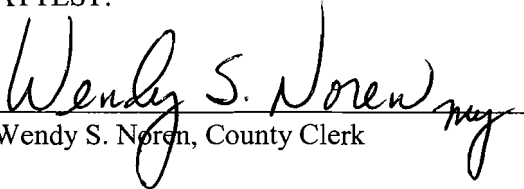
BOONE COUNTY, MISSOURI

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

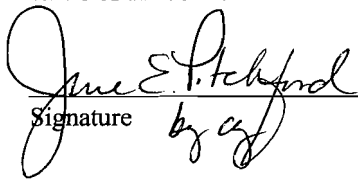
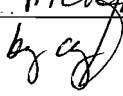

 County Counselor

ATTEST:


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)


 Signature by 

8/11/14
 Date

1176/70050/\$22,600; 2010/70050/\$4,700;
 2045/70050/\$3,600; 2040/70050/\$1,200

 Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. This will be a lump sum payment contract upon acceptance by Boone County. Contractor must submit an invoice and charges must only include prices listed in the contractor's quote. No additional fees or taxes shall be included as additional charges.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to

a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 45-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Esri Inc
380 New York Street
Redlands CA 92373

SUBJECT: MAINTENANCE QUOTE

DATE: 06/04/2014
TO:
ORGANIZATION: County of Boone
Geographic Information System
FAX #: 573-886-4322 **PHONE #:** 573-886-4325
FROM: Justin Hoffmaster
FAX #: 909-307-3083 **PHONE #:** 909-793-2853 Ext. 2572
EMAIL: jhoffmaster@esri.com

Number of pages transmitted
(including this cover sheet): 5

QUOTATION #25634667
DOCUMENT DATE: 06/04/2014

Please find the attached quotation for your forthcoming software maintenance term. Keeping your maintenance current entitles you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date. For details regarding the maintenance program benefits for your licensing, please visit <http://www.esri.com/maintenancebenefits>.

Customers who have multiple copies of some Esri products may have the option of supporting some of their licenses with secondary maintenance. Please contact Customer Service to find out more about the availability of secondary maintenance.

For information about Esri Desktop, Developer software, or Web services terms of use, as well as purchase order terms and conditions, please visit <http://www.esri.com/legal/licensing/software-license.html>.

For details about ECP discounts and waivers for non-profit users please visit <http://www.conservationgis.org/grant>

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: 909-793-28532572
Fax #: 909-307-3083

Quotation

Date: 06/04/2014

Quotation Number: 25634667

Contract Number: 2008MPA250

Send Purchase Orders To:

Esri, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Justin Hoffmaster

County of Boone
Geographic Information System
801 E Walnut Ste 220
Columbia MO 65201-4890

Please include the following remittance address on your Purchase Order:

Esri, Inc.
File #54630
Los Angeles, CA 90074-4630

Customer Number: 121019

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

| Item | Qty | Material# | Unit Price | Extended Price |
|------|-----|---|------------|----------------|
| 10 | 1 | 52384 ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance Start Date: 09/03/2014 End Date: 09/02/2015 | 3,000.00 | 3,000.00 |
| 1010 | 4 | 52385 ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 09/03/2014 End Date: 09/02/2015 | 1,200.00 | 4,800.00 |
| 2010 | 1 | 86497 ArcGIS for Desktop Standard Concurrent Use Primary Maintenance Start Date: 09/03/2014 End Date: 09/02/2015 | 1,500.00 | 1,500.00 |
| 3010 | 5 | 86500 ArcGIS for Desktop Standard Concurrent Use Secondary Maintenance Start Date: 09/03/2014 End Date: 09/02/2015 | 1,200.00 | 6,000.00 |
| 4010 | 1 | 87194 | 700.00 | 700.00 |

The items on this quotation are subject to the terms set forth herein and the terms of your agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

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: Justin Hoffmaster

Ext: 2572

[CSBATCHDOM]

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



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-2853/2572
Fax #: 909-307-3083

Quotation

Page 2

Date: 06/04/2014

Quotation Number: 25634667

Contract Number: 2008MPA250

| Item | Qty | Material# | Unit Price | Extended Price |
|-------|-----|--|------------|----------------|
| | | ArcGIS for Desktop Basic Concurrent Use Primary Maintenance Start Date: 09/03/2014 End Date: 09/02/2015 | | |
| 5010 | 1 | 87195 ArcGIS for Desktop Basic Concurrent Use Secondary Maintenance Start Date: 09/03/2014 End Date: 09/02/2015 | 500.00 | 500.00 |
| 6010 | 1 | 87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 09/03/2014 End Date: 09/02/2015 | 500.00 | 500.00 |
| 7010 | 1 | 87233 ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 09/03/2014 End Date: 09/02/2015 | 200.00 | 200.00 |
| 8010 | 1 | 87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 09/03/2014 End Date: 09/02/2015 | 500.00 | 500.00 |
| 9010 | 1 | 98696 ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance Start Date: 09/03/2014 End Date: 09/02/2015 | 500.00 | 500.00 |
| 10010 | 1 | 87192 ArcGIS for Desktop Basic Single Use Primary Maintenance Start Date: 09/03/2014 End Date: 09/02/2015 | 400.00 | 400.00 |
| 11010 | 1 | 100571 ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 09/03/2014 End Date: 09/02/2015 | 500.00 | 500.00 |
| 12010 | 1 | 109215 ArcGIS for Server Enterprise Advanced Up to Four Cores Maintenance Start Date: 09/03/2014 End Date: 09/02/2015 | 10,000.00 | 10,000.00 |
| 15010 | 1 | 109840 | 3,000.00 | 3,000.00 |



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28532572
Fax #: 909-307-3083

Quotation

Page 3

Date: 06/04/2014

Quotation Number: 25634667

Contract Number: 2008MPA250

| Item | Qty | Material# | Unit Price | Extended Price |
|------|-----|-----------|------------|----------------|
|------|-----|-----------|------------|----------------|

ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance

Start Date: 09/03/2014

End Date: 09/02/2015

| | |
|----------------------|---------------------|
| Subtotal | 32,100.00 |
| Estimated Tax | 0.00 |
| Total | \$ 32,100.00 |

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

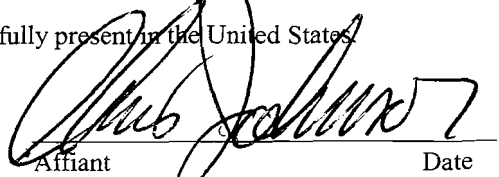
**COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of San Bernardino)ss
State of California)

My name is Chris Johnson. I am an authorized agent of ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.



Affiant Date
Chris Johnson
~~Manager, Commercial & Governmental Contracts~~
Printed Name

Aug 8, 2014

Subscribed and sworn to before me this 8 day of August, 2014.

See attached.

Notary Public

Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.

Company ID Number: 121529

MEMORANDUM FOR THE DIRECTOR, IMMIGRATION AND CUSTOMS INSPECTION

MEMORANDUM FOR UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Environmental Systems Research Institute Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 121529

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

Company ID Number: 121529

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 121529

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 121529

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 121529

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 121529

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 121529

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Environmental Systems Research Institute Inc.

Laura Dangermond

Name (Please type or print)

Title

Electronically Signed

05/20/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 121529

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

05/20/2008

Signature

Date

Company ID Number: 121529

| |
|--|
| |
|--|



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28532572
Fax #: 909-307-3083

Quotation

Page 4

Date: 06/04/2014

Quotation No: 25634667

Customer No: 121019

Contract No: 2008MPA250

| 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.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal; such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

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 \$_____ 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.

Signature of Authorized Representative

Date

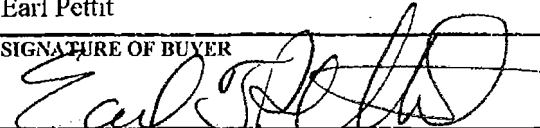
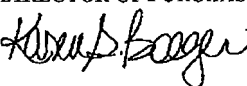
Name (Please Print)

Title



NOTICE OF CONTRACT EXTENSION

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

| | |
|---|---|
| CONTRACT NUMBER C202051001 | CONTRACT TITLE GIS Software & Maintenance Support Services |
| AMENDMENT NUMBER 012 | CONTRACT PERIOD June 1, 2014 through August 31, 2014 |
| REQUISITION NUMBER NA | VENDOR NUMBER 9527757320 0 |
| CONTRACTOR NAME AND ADDRESS ESRI 380 New York St. Redlands, CA 92373 | STATE AGENCY'S NAME AND ADDRESS Statewide Various Missouri State Agencies |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C202051001 is hereby amended pursuant to the attached signed Amendment #012 dated 06/30/14. | |
| BUYER Earl Pettit | BUYER CONTACT INFORMATION Email: Earl.Pettit@oa.mo.gov Phone: (573) 751-5430 Fax: (573) 526-9816 |
| SIGNATURE OF BUYER  | DATE July 2, 2014 |
| DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  | |



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 CONTRACT AMENDMENT

AMENDMENT NO.: 012
 CONTRACT NO.: C202051001
 TITLE: GIS Software & Maintenance Support Services
 ISSUE DATE: 6/30/14

REQ NO.: N/A
 BUYER: EARL PETTIT
 PHONE NO.: (573) 751-5430
 E-MAIL: earl.pettit@oa.mo.gov

TO: ESRI
 380 NEW YORK STREET
 REDLANDS, CA 92373

RETURN AMENDMENT NO LATER THAN: 6/30/14 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 BY E-MAIL, FAX, OR MAIL/COURIER:

| | |
|---------------------|---|
| SCAN AND E-MAIL TO: | Larissa.Bess@oa.mo.gov |
| FAX TO: | (573) 526-9816 |
| MAIL TO: | DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809 |
| COURIER/DELIVER TO: | DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517 |

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Statewide -- Various Missouri State Agencies

SIGNATURE REQUIRED

| |
|---|
| DOING BUSINESS AS (DBA) NAME Environmental Systems Research Insitute, Inc. |
| MAILING ADDRESS 380 New York Street |
| CITY, STATE, ZIP CODE Redlands, CA 92373-8100 |

| |
|---|
| LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Environmental Systems Research Insitute, Inc. |
| IRS FORM 1099 MAILING ADDRESS 380 New York Street |
| CITY, STATE, ZIP CODE Redlands, CA 92373-8100 |

| | | | |
|---|---|-------------------------------------|--|
| CONTACT PERSON Joe Eckmann | | EMAIL ADDRESS jeckmann@esri.com | |
| PHONE NUMBER 909-793-2853 x5555 | | FAX NUMBER 909-793-5953 | |
| TAXPAYER ID NUMBER (TIN) 95-2775-732 | TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN | | VENDOR NUMBER (IF KNOWN) |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other | | | (NOTE: LLC IS NOT A VALID TAX FILING TYPE) |
| AUTHORIZED SIGNATURE | | DATE 06/30/2014 | |
| PRINTED NAME William C. Fleming | | TITLE Managing Business Attorney | |

AMENDMENT #012 TO CONTRACT C202051001

CONTRACT TITLE: GIS SOFTWARE & MAINTENANCE SUPPORT SERVICES

CONTRACT PERIOD: JUNE 1, 2014 THROUGH AUGUST 31, 2014

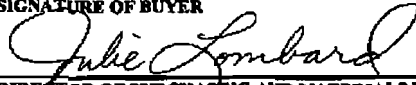
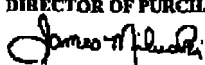
Pursuant to RSMo 34.044 which provides authority for single feasible source procurement, the State of Missouri desires to extend the contract for the period stated above for acquisition and support of Esri products included in the existing contract price list (Esri MPA Price List, E417M 1/9/14) to allow time to establish a new agreement incorporating current Esri and State of Missouri Terms and Conditions.

All other terms, conditions and provisions of the contract shall remain the same and apply hereto. The contractor should sign and return this document on or before the date indicated on the signature page of this amendment.



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

| | |
|--|--|
| CONTRACT NUMBER C202051001 | CONTRACT TITLE GIS Software & Maintenance Support Services |
| AMENDMENT NUMBER 007 | CONTRACT PERIOD March 1, 2010 through February 28, 2012 |
| REQUISITION NUMBER N/A | VENDOR NUMBER 9527757320 |
| CONTRACTOR NAME AND ADDRESS Environmental Systems Research Institute 380 New York St Redlands CA 92373-8100 | STATE AGENCY'S NAME AND ADDRESS Various State Agencies |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C202051001 is hereby amended pursuant to the attached amendment #007, dated 02/18/10. | |
| BUYER Julie Lombard | BUYER CONTACT INFORMATION Email: Julie.lombard@oa.mo.gov Phone: 573-751-4148 Fax: 573-526-9818 |
| SIGNATURE OF BUYER  | DATE 02/22/10 |
| DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  | |



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT AMENDMENT

AMENDMENT NO.: 007
CONTRACT NO.: C202051001
TITLE: GIS Software & Maintenance Support Services
ISSUE DATE: 01/05/10

REQ NO.: N/A
BUYER: JULIE LOMBARD
PHONE NO.: (573) 751-4148
E-MAIL: Julie.lombard@dm.mo.gov

TO: ESRI REDLANDS
380 NEW YORK STREET
REDLANDS, CA 92373

RETURN AMENDMENT NO LATER THAN: 01/15/10 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO: (U.S. Mail) DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809
or (Courier Service) DPMM 301 WEST HIGH STREET, ROOM 630 JEFFERSON CITY MO 65101

OR FAX TO: (573) 526-9818 (either mail or fax, not both)

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION, WITH FREIGHT CHARGES PREPAID AND ADDED TO THE INVOICE, TO THE FOLLOWING ADDRESS:

Statewide - Various Missouri State Agencies

SIGNATURE REQUIRED

| | | | |
|--|------------------------------------|--|--|
| DOING BUSINESS AS (DBA) NAME | | LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. | |
| MAILING ADDRESS | | Environmental Systems Research Institute, Inc. | |
| 380 New York Street | | IRS FORM 1099 MAILING ADDRESS | |
| CITY, STATE, ZIP CODE | | CITY, STATE, ZIP CODE | |
| Redlands, CA 92373 | | | |
| CONTACT PERSON | | EMAIL ADDRESS | |
| Leslie Meriwether | | lmeriwether@esri.com | |
| PHONE NUMBER | | FAX NUMBER | |
| 636-949-6620 ext. 8510 | | 636-949-6735 | |
| TAXPAYER ID NUMBER (TIN) | TAXPAYER ID (TIN) TYPE (CHECK ONE) | VENDOR NUMBER (IF KNOWN) | |
| 95-2775732 | FEIN SSN | | |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) | | | |
| <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other | | | |
| AUTHORIZED SIGNATURE | | DATE | |
| | | February 18, 2010 | |
| PRINTED NAME | | TITLE | |
| LAURA DANGERMOND | | VICE PRESIDENT | |

Contract C202051001

Page 2

AMENDMENT #007 TO CONTRACT C202051001**CONTRACT TITLE:** GIS SOFTWARE & MAINTENANCE SUPPORT SERVICES**CONTRACT PERIOD:** MARCH 1, 2010 THROUGH FEBRUARY 28, 2012

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increase quoted must not exceed the maximum percentage increase stated in the contract (7.5% increase). The contractor shall understand and agree that due to the state's budgetary constraints, if the contractor responds with any renewal period pricing increase, such increase may result in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

Pricing

Reference the attached State of Missouri Sole Source Items List E418 - 1Q2010.

All other terms, conditions and provisions of the previous contract period shall remain the same and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.



Environmental Systems Research Institute, Inc. 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-3953

Amendment 1
to
Master Purchase Agreement No. 2008MPA250
between
State of Missouri
And
Environment Systems Research Institute, Inc. (ESRI)

This Amendment revises the Master Purchase Agreement (MPA) between Environmental Systems Research Institute, Inc. of Redlands California (ESRI), and the State of Missouri.

This Amendment 1 changes the MPA as follows:

- 1) The term of the MPA is extended to February 28, 2012.
- 2) ESRI Scope of Use, E300. The existing ESRI Scope of Use E300 5/07B is deleted and replaced with the attached E300 12/09.
- 3) ESRI Price List. The existing ESRI MPA Price List E413 Sole Source 01/08 is deleted and replaced with the attached State of Missouri Sole Source Items List E418- 1Q2010.

All other terms and conditions of the MPA as amended shall remain the same.

The parties hereto have executed this Amendment 1 to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

ACCEPTED AND AGREED:

STATE OF MISSOURI
(State)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (ESRI)

By: 
Authorized Signature

Printed Name: Laura Dangermond

Title: Vice President

Date: February 18, 2010



**EXHIBIT 1
SCOPE OF USE
(E300 12/09)**

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-9655

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

Desktop GIS

- ArcReader (20 and 25)
- ArcView (1 or 2 and 25 and 44)
- ArcEditor (1 or 2 and 25, 26, and 44)
- ArcInfo (2, 25, 26, and 44)
- ArcGIS Desktop Extensions (7)
- ArcView 3.x and Extensions (1, 7, and 17)

Server GIS

- ArcGIS Server and Extensions
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 38, 39, 40, and 45)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 38, 39, 40, and 45)
 - ArcGIS Server Geoportal Extension (either 4 or 5 and 7, 47, and 52)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, and 31)
 - ArcIMS ArcMap Server (either 3, 4, or 5 and 31)
- Tracking Server (either 4 or 5 and 31)
- ArcGIS Server Image Extension (either 3, 4, or 5 and 8, 31, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
- RouteMAP IMS (either 3, 4, or 5 and 8, 25, and 31)
- ESRI Business Analyst Server (5, 8, 9, 21, 25, 28, 31, 39, 40, 45, and 48)

Mobile GIS

- ArcPad (1, 12, 13, and 25)
- ArcPad Application Builder (1 and 25)
- ArcGIS Mobile Deployments (1, 15, 16, and 25)

Developer GIS

- ESRI Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 34, 35, and 36)
- ArcGIS Engine Developer Kit and Extensions (1 and 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (1, 15, 22, 25, and 26)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- NetEngine (1, 5, and 15)
- NetEngine Internet (5)
- ESRI Business Analyst Server Developer (6, 25, 35, and 51)

- The ArcGIS Web Mapping APIs (including JavaScript™, Adobe® Flex®, Microsoft® Silverlight™/WPF™, SOAP, and REST) (6, 33, 35, 53, and 54)

GIS Viewers and Connectors

- MapIt (11, 25, 31, 35, 49, and 50)
- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS Explorer (20 and 25)
- ArcGIS for AutoCAD (1, 20, and 25)
- Geoportal Clients for ArcGIS (7, 20, and 52)

Business GIS

- ESRI Business Analyst (1 or 2 and 25, 45, and 48)
- BusinessMAP (1 and 25)
- ArcLogistics (either 1 or 2 and 25)
- ArcLogistics Connect (6, 20, 25, 34, 35, and 46)
- ArcLogistics Server (5, 8, 9, 21, 25, 28, 39, 40, and 45)
- ArcLogistics Navigator (1, 25, and 46)
- ArcLogistics Navigator Deployments (1, 15, and 16)

Cartographic Production

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

Web Services

- ArcGIS Online Standard Services (6, 25, 33, 34, and 35)

Data

- ESRI Data & Maps (either 1 or 3, 4, or 5 and 23 and 37)
- ESRI Data (either 1, 2, or 5 and 25 and 48)
 - Demographic, Consumer Spending, Market Potential, Retail Marketplace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)
- Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Sourcebook*America (1 and 21)
- ArcGIS Data Appliance (6, 23, 25, and 41)
- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)

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E418 - 1Q2010**

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| | ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...) | \$3,000.00 |
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| | Secondary Maintenance for ArcView Concurrent Use License | \$500.00 |
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| Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension | \$750.00 |
| Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension | \$300.00 |
| Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst | \$750.00 |
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| Upgrade from ArcView Concurrent Use to ArcEditor | \$2,975.00 |
| Upgrade from ArcView Concurrent Use to ArcInfo | \$5,440.00 |
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| | ArcStorm First License (3 seats) Annual Maintenance | \$500.00 |
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| | ArcView 3.x for UNIX License Primary Maintenance | \$700.00 |
| | ArcView 3.x for UNIX License Secondary Maintenance | \$500.00 |
| | Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT | \$484.00 |
| | ArcView Network Analyst Extension for UNIX License Primary Maintenance | \$500.00 |
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| | ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance | \$200.00 |
| | ArcView Spatial Analyst Extension for UNIX License Primary Maintenance | \$500.00 |
| | ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance | \$200.00 |
| | ArcView 3D Analyst Extension for UNIX License Primary Maintenance | \$500.00 |
| | ArcView 3D Analyst Extension for UNIX License Secondary Maintenance | \$200.00 |
| | Windows/Windows NT | |
| | Primary Maintenance for ArcView 3.3 Single Use License (Core Only) | \$400.00 |
| | Secondary Maintenance for ArcView 3.3 Single Use License (Core Only) | \$300.00 |
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| | Secondary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions) | \$800.00 |
| 3 | MapObjects | |
| | MapObjects—Windows Edition | |
| | Maintenance for MapObjects—Windows Edition Stand-Alone Developer Kit | \$1,000.00 |
| | Maintenance for MapObjects—Windows Edition Internet Developer Kit | \$2,400.00 |
| | Maintenance for Additional MapObjects—Windows Edition Developer License | \$200.00 |
| | Maintenance for MapObjects—Windows Limited Deployment Site License Kit | \$3,000.00 |
| 4 | ArcGIS Engine Runtime | |
| | Maintenance for Standard ArcGIS Engine Runtime License without Extensions | \$100.00 |
| | Maintenance for Standard ArcGIS Engine Runtime License with Extensions | \$400.00 |
| 5 | ArcGIS Server | |
| | ArcGIS Server—Enterprise | |
| | Enterprise Advanced | |
| | ArcGIS Server Enterprise Advanced (up to four cores) | \$34,000.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Advanced (up to four cores) | \$10,000.00 |
| | ArcGIS Server Enterprise Advanced (additional cores) | \$8,500.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Advanced (additional cores) | \$2,500.00 |
| | Enterprise Standard | |
| | ArcGIS Server Enterprise Standard (up to four cores) | \$17,000.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Standard (up to four cores) | \$5,000.00 |
| | ArcGIS Server Enterprise Standard (additional cores) | \$4,250.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Standard (additional cores) | \$1,250.00 |
| | Enterprise Basic | |
| | ArcGIS Server Enterprise Basic (up to four cores) | \$8,500.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Basic (up to four cores) | \$3,000.00 |
| | ArcGIS Server Enterprise Basic (additional cores) | \$2,125.00 |
| | Annual Maintenance for ArcGIS Server Enterprise Basic (additional cores) | \$750.00 |
| | Workgroup | |
| | ArcGIS Server Workgroup Advanced (up to two cores) | \$8,500.00 |
| | Annual Maintenance for ArcGIS Server Workgroup Advanced (up to two cores) | \$2,500.00 |
| | ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server) | \$4,250.00 |

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| Annual Maintenance for ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server) | \$1,250.00 |
| ArcGIS Server Workgroup Standard (up to two cores) | \$4,250.00 |
| Annual Maintenance for ArcGIS Server Workgroup Standard (up to two cores) | \$1,250.00 |
| ArcGIS Server Workgroup Standard (additional core—maximum four cores per server) | \$2,125.00 |
| Annual Maintenance for ArcGIS Server Workgroup Standard (additional cores—maximum four cores per server) | \$625.00 |
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| ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows License (up to four cores) | \$8,500.00 |
| ArcGIS Server Image Extension Advanced Enterprise for Windows License (up to four cores) | \$8,500.00 |
| ArcGIS Server Job Tracking Extension Advanced Enterprise for Windows License (up to four cores) | \$8,500.00 |
| ArcGIS Server Schematics Extension Advanced Enterprise for Windows License (up to four cores) | \$8,500.00 |
| ArcGIS Server Geoportal Extension Advanced Enterprise for Windows License (up to four cores) | \$2,975.00 |
| Annual Maintenance for ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows (up to four cores) | \$2,500.00 |
| Annual Maintenance for ArcGIS Server Image Extension Advanced Enterprise for Windows (up to four cores) | \$2,500.00 |
| Annual Maintenance for ArcGIS Server Job Tracking Extension Advanced Enterprise for Windows (up to four cores) | \$2,500.00 |
| Annual Maintenance for ArcGIS Server Schematics Extension Advanced Enterprise for Windows (up to four cores) | \$2,500.00 |
| Annual Maintenance for ArcGIS Server Geoportal Extension Advanced Enterprise for Windows (up to four cores) | \$2,500.00 |
| ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores) | \$8,500.00 |
| ArcGIS Server Standard Enterprise Job Tracking Extension (up to four cores) | \$8,500.00 |
| ArcGIS Server Standard Enterprise Network Extension (up to four cores) | \$8,500.00 |
| ArcGIS Server Standard Enterprise Image Extension (up to four cores) | \$8,500.00 |
| ArcGIS Server Standard Enterprise Geoportal Extension (up to four cores) | \$2,975.00 |
| Annual Maintenance for ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores) | \$2,500.00 |
| Annual Maintenance for ArcGIS Server Standard Enterprise Job Tracking Extension (up to four cores) | \$2,500.00 |
| Annual Maintenance for ArcGIS Server Standard Enterprise Network Extension (up to four cores) | \$2,500.00 |
| Annual Maintenance for ArcGIS Server Standard Enterprise Image Extension (up to four cores) | \$2,500.00 |
| Annual Maintenance for ArcGIS Server Standard Enterprise Geoportal Extension (up to four cores) | \$2,500.00 |
| ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores) | \$2,125.00 |
| ArcGIS Server Image Extension Enterprise Advanced (additional cores) | \$2,125.00 |
| ArcGIS Server Job Tracking Extension Enterprise Advanced (additional cores) | \$2,125.00 |
| ArcGIS Server Schematics Extension Enterprise Advanced (additional cores) | \$2,125.00 |
| ArcGIS Server Geoportal Extension Enterprise Advanced (additional cores) | \$744.00 |
| Annual Maintenance for ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores) | \$625.00 |
| Annual Maintenance for ArcGIS Server Image Extension Enterprise Advanced (additional | \$625.00 |

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| cores) | |
| Annual Maintenance for ArcGIS Server Job Tracking Extension Enterprise Advanced (additional cores) | \$625.00 |
| Annual Maintenance for ArcGIS Server Schematics Extension Enterprise Advanced (additional cores) | \$625.00 |
| Annual Maintenance for ArcGIS Server Geoportial Extension Enterprise Advanced (additional cores) | \$625.00 |
| ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores) | \$2,125.00 |
| ArcGIS Server Enterprise Standard Job Tracking Extension (additional cores) | \$2,125.00 |
| ArcGIS Server Enterprise Standard Network Extension (additional cores) | \$2,125.00 |
| ArcGIS Server Enterprise Standard Image Extension (additional cores) | \$2,125.00 |
| ArcGIS Server Enterprise Standard Geoportial Extension (additional cores) | \$744.00 |
| Annual Maintenance for ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores) | \$625.00 |
| Annual Maintenance for ArcGIS Server Enterprise Standard Job Tracking Extension (additional cores) | \$625.00 |
| Annual Maintenance for ArcGIS Server Enterprise Standard Network Extension (additional cores) | \$625.00 |
| Annual Maintenance for ArcGIS Server Enterprise Standard Image Extension (additional cores) | \$625.00 |
| Annual Maintenance for ArcGIS Server Enterprise Standard Geoportial Extension (additional cores) | \$625.00 |
| ArcGIS Server Workgroup Extensions | |
| ArcGIS Server Advanced Workgroup Data Interoperability Extension - (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$4,250.00 |
| ArcGIS Server Advanced Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$4,250.00 |
| ArcGIS Server Advanced Workgroup Schematics Extension - (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$4,250.00 |
| ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$4,250.00 |
| Annual Maintenance for ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$1,250.00 |
| Annual Maintenance for ArcGIS Server Advanced Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$1,250.00 |
| Annual Maintenance for ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$1,250.00 |
| Annual Maintenance for ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$1,250.00 |
| ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$4,250.00 |
| ArcGIS Server Standard Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$4,250.00 |
| ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$4,250.00 |
| ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$4,250.00 |
| Annual Maintenance for ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$1,250.00 |
| Annual Maintenance for ArcGIS Server Standard Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$1,250.00 |
| Annual Maintenance for ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$1,250.00 |

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| Annual Maintenance for ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores) | \$1,250.00 |
| ArcGIS Mobile | |
| ArcGIS Mobile Additional Application and Runtime Deployments—25 Pack | \$2,125.00 |
| Annual Maintenance for ArcGIS Mobile Additional Application and Runtime Deployments—25 Pack | \$500.00 |
| ArcGIS Server Connection Licenses for ArcSDE 9.3 | |
| ArcGIS Server Read Write Server Connection for Enterprise | \$850.00 |
| ArcGIS Server Read Only Server Connection for Enterprise | \$425.00 |
| Maintenance for ArcGIS Server Read Write Server Connection for Enterprise | \$150.00 |
| Maintenance for ArcGIS Server Read Only Server Connection for Enterprise | \$150.00 |
| ArcGIS Server Upgrades | |
| ArcGIS Server Upgrade Enterprise to Enterprise | |
| ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores) | \$8,500.00 |
| ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores) | \$25,500.00 |
| ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores) | \$17,000.00 |
| ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Standard License | \$2,125.00 |
| ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Advanced License | \$6,375.00 |
| ArcGIS Server Additional Cores Enterprise Standard Upgrade to Enterprise Advanced License | \$4,250.00 |
| ArcGIS Server Upgrades Workgroup to Workgroup | |
| ArcGIS Server Workgroup Basic Upgrade to Workgroup Standard (up to four cores) | \$4,250.00 |
| ArcGIS Server Workgroup Basic Upgrade to Workgroup Advanced (up to four cores) | \$12,750.00 |
| ArcGIS Server Workgroup Standard Upgrade to Workgroup Advanced (up to four cores) | \$8,500.00 |
| ArcGIS Server Upgrades — Workgroup to Enterprise | |
| ArcGIS Server Workgroup Basic Upgrade to Enterprise Basic (up to four cores) | \$4,250.00 |
| ArcGIS Server Workgroup Basic Upgrade to Enterprise Standard (up to four cores) | \$12,750.00 |
| ArcGIS Server Workgroup Basic Upgrade to Enterprise Advanced (up to four cores) | \$29,750.00 |
| ArcGIS Server Workgroup Standard Upgrade to Enterprise Standard (up to four cores) | \$8,500.00 |
| ArcGIS Server Workgroup Standard Upgrade to Enterprise Advanced (up to four cores) | \$25,500.00 |
| ArcGIS Server Workgroup Advanced Upgrade to Enterprise Advanced (up to four cores) | \$17,000.00 |
| ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores | \$12,750.00 |
| ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores | \$29,750.00 |
| ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores | \$8,500.00 |
| ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores | \$25,500.00 |
| ArcGIS Server—Enterprise (Staging Server) | |
| Enterprise Advanced (Staging Server) | |
| ArcGIS Server Enterprise Advanced Staging Server (up to four cores) | \$19,344.00 |
| Annual Maintenance for ArcGIS Server Enterprise Advanced Staging Server (up to four cores) | \$5,000.00 |
| ArcGIS Server Enterprise Advanced Staging Server (additional cores) | \$4,836.00 |
| Annual Maintenance for ArcGIS Server Enterprise Advanced Staging Server (additional cores) | \$1,250.00 |
| Enterprise Standard (Staging Server) | |
| ArcGIS Server Enterprise Standard Staging Server (up to four cores) | \$9,672.00 |
| Annual Maintenance for ArcGIS Server Enterprise Standard Staging Server (up to four cores) | \$2,500.00 |
| ArcGIS Server Enterprise Standard Staging Server (additional cores) | \$2,418.00 |
| Annual Maintenance for ArcGIS Server Enterprise Standard Staging Server (additional cores) | \$625.00 |
| Enterprise Basic (Staging Server) | |

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| ArcGIS Server Enterprise Basic Staging Server (up to four cores) | \$4,836.00 |
| Annual Maintenance for ArcGIS Server Enterprise Basic Staging Server (up to four cores) | \$1,500.00 |
| ArcGIS Server Enterprise Basic Staging Server (additional cores) | \$1,209.00 |
| Annual Maintenance for ArcGIS Server Enterprise Basic Staging Server (additional cores) | \$375.00 |
| ArcGIS Server Extensions (Staging Server) | |
| ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores) | \$4,836.00 |
| ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores) | \$4,836.00 |
| ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (up to four cores) | \$4,836.00 |
| ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores) | \$4,836.00 |
| ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (up to four cores) | \$1,750.00 |
| Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores) | \$1,250.00 |
| Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores) | \$1,250.00 |
| Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (up to four cores) | \$1,250.00 |
| Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores) | \$1,250.00 |
| Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (up to four cores) | \$1,250.00 |
| ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores) | \$1,209.00 |
| ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores) | \$1,209.00 |
| ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (additional cores) | \$1,209.00 |
| ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores) | \$1,209.00 |
| ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (additional cores) | \$438.00 |
| Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores) | \$313.00 |
| Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores) | \$313.00 |
| Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (additional cores) | \$313.00 |
| Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores) | \$313.00 |
| Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (additional cores) | \$313.00 |
| ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores) | \$4,836.00 |
| ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (up to four cores) | \$4,836.00 |
| ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores) | \$4,836.00 |
| ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores) | \$4,836.00 |
| ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (up to four cores) | \$1,750.00 |
| Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores) | \$1,250.00 |
| Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (up to four cores) | \$1,250.00 |
| Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores) | \$1,250.00 |
| Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores) | \$1,250.00 |

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| | Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (up to four cores) | \$1,250.00 |
| | ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores) | \$1,209.00 |
| | ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (additional cores) | \$1,209.00 |
| | ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores) | \$1,209.00 |
| | ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores) | \$1,209.00 |
| | ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (additional cores) | \$438.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores) | \$313.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (additional cores) | \$313.00 |
| | Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores) | \$313.00 |
| | Annual Maintenance ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores) | \$313.00 |
| | Annual Maintenance ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (additional cores) | \$313.00 |
| | ArcGIS Server Staging Server Upgrades | |
| | ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores) | \$4,250.00 |
| | ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores) | \$12,750.00 |
| | ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores) | \$8,500.00 |
| | ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (additional cores) | \$1,063.00 |
| | ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (additional cores) | \$3,188.00 |
| | ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (additional cores) | \$2,125.00 |
| | ArcGIS Server Staging Server Connections to Support ArcSDE 9.3 | |
| | ArcGIS Server Staging Server Read Write Server Connection for Enterprise | \$425.00 |
| | ArcGIS Server Staging Server Read Only Server Connection for Enterprise | \$213.00 |
| | Maintenance for ArcGIS Server Staging Server Read Write Server Connection for Enterprise | \$75.00 |
| | Maintenance for ArcGIS Server Staging Server Read Only Server Connection for Enterprise | \$75.00 |
| 7 | ArcIMS | |
| | ArcIMS 9.3 Full Use Deployment (up to two cores) Maintenance | \$1,000.00 |
| | ArcIMS 9.3 Full Use Deployment (additional core) Maintenance | \$500.00 |
| | ArcIMS 9.3 Full Use Deployment Staging Server (up to two cores) Maintenance | \$500.00 |
| | ArcIMS 9.3 Full Use Deployment Staging Server (additional cores) Maintenance | \$250.00 |
| | ArcIMS Route Server | |
| | Annual Maintenance for ArcIMS Route Server (price per ArcIMS server--maximum four cores per server) | \$600.00 |
| 10 | ArcGIS Image Server | |
| | ArcGIS Image Server (up to four cores) | \$8,500.00 |
| | Annual Maintenance for ArcGIS Image Server (up to four cores) | \$2,500.00 |
| | ArcGIS Image Server (additional cores) | \$2,125.00 |
| | Annual Maintenance for ArcGIS Image Server (additional cores) | \$625.00 |
| | ArcGIS Image Server (Staging Server) | |
| | ArcGIS Image Server Staging Server (up to four cores) | \$4,250.00 |
| | Annual Maintenance for ArcGIS Image Server Staging Server (up to four cores) | \$1,250.00 |
| | ArcGIS Image Server Staging Server (additional cores) | \$1,063.00 |

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| | Annual Maintenance for ArcGIS Image Server Staging Server (additional cores) | \$312.00 |
| | ArcGIS Image Server Service Editor Desktop Deployment License | |
| | ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments | \$2,125.00 |
| | Annual Maintenance for ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments | \$625.00 |
| 11 | Address Coder | |
| | Annual Maintenance for Address Coder Standard National—Per User License | \$7,200.00 |
| | Annual Maintenance for Address Coder Standard Regional—Per User License | \$5,200.00 |
| | Annual Maintenance for Address Coder Standard State—Per User License | \$2,880.00 |
| | Annual Maintenance for Address Coder Premium National—Per User License | \$12,000.00 |
| | Annual Maintenance for Address Coder Premium Regional—Per User License | \$8,400.00 |
| | Annual Maintenance for Address Coder Premium State—Per User License | \$4,800.00 |
| | Annual Maintenance for Tapestry Add-on National—Per User License | \$7,880.00 |
| | Annual Maintenance for Tapestry Add-on Regional—Per User License | \$4,608.00 |
| | Annual Maintenance for Tapestry Add-on State—Per User License | \$3,072.00 |
| | Annual Maintenance for Tapestry ZIP + 4 Add-on National—Per User License | \$19,200.00 |
| | Annual Maintenance for Tapestry ZIP + 4 Add-on Regional—Per User License | \$11,520.00 |
| | Annual Maintenance for Tapestry ZIP + 4 Add-on State—Per User License | \$7,680.00 |
| 12 | Other Software | |
| | Maplex | |
| | Maplex Single Use License Annual Primary Maintenance | \$3,750.00 |
| | Maplex Single Use License Annual Secondary Maintenance | \$1,500.00 |
| | Production Line Tool Set (PLTS) for ArcGIS—Single or Concurrent Use | |
| | Production Line Tool Set (PLTS) for ArcGIS—Mapping Agency Solution | \$8,665.00 |
| | Annual Maintenance for PLTS for ArcGIS—Mapping Agency Solution | \$2,500.00 |
| | PLTS for ArcGIS—Nautical Solution | \$8,665.00 |
| | Annual Maintenance for PLTS for ArcGIS—Nautical Solution | \$2,500.00 |
| | PLTS for ArcGIS—Defense Solution | \$8,665.00 |
| | Annual Maintenance for PLTS for ArcGIS—Defense Solution | \$2,500.00 |
| | PLTS for ArcGIS—Aeronautical Solution | \$8,665.00 |
| | Annual Maintenance for PLTS for ArcGIS—Aeronautical Solution | \$2,500.00 |
| | PLTS for ArcGIS—Foundation | \$4,332.00 |
| | Annual Maintenance for PLTS for ArcGIS—Foundation | \$1,250.00 |
| | Map Production System—Atlas | \$2,186.00 |
| | Annual Maintenance for Map Production System—Atlas | \$625.00 |
| 13 | Mobile GIS | |
| | ArcPad 8.0 | |
| | ArcPad Single Use License Annual Maintenance | \$250.00 |
| | ArcPad 5.x/6.x/7.x Upgrade to 8.x | \$242.00 |
| 14 | ESRI Developer Network (EDN) | |
| | Annual License for ESRI Developer Network (EDN) without ArcView | \$1,451.00 |
| | EDN with ArcView Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions) | \$1,934.00 |
| | EDN with ArcEditor Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions) | \$2,902.00 |
| | EDN with ArcInfo Desktop License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions) | \$3,889.00 |
| | For Customers Who Already Subscribe to EDN | |
| | Add-on ArcView to a Current EDN Single Use License—One per EDN License | \$484.00 |
| | Add-on ArcEditor to a Current EDN Single Use License—One per EDN License | \$1,451.00 |
| | Add-on ArcInfo Desktop to a Current EDN Single Use License—One per EDN License | \$2,418.00 |
| | Software Upgrades | |
| | EDN with ArcView Upgrade to ArcEditor Single Use | \$967.00 |

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| | EDN with ArcView Upgrade to Arcinfo Desktop Concurrent Use | \$1,934.00 |
| | EDN with ArcEditor Upgrade to Arcinfo Desktop Concurrent Use | \$967.00 |
| | Technical Support (10 calls) for ESRI Developer Network (EDN) | \$2,000.00 |
| | Instructor-Led Training (5 days) for ESRI Developer Network (EDN) | \$2,000.00 |
| 15 | Software Media Kits and Hardware Keys | |
| | Additional Install Kit for ArcGIS Desktop 9.3 | \$100.00 |
| | Additional ArcGIS Hardware Key (USB) | \$50.00 |
| | Additional ArcGIS Hardware Key (Parallel) | \$50.00 |
| 16 | Premium Support Services | |
| | Premium Support Annual Use - Block of 10 Incidents | \$10,000.00 |
| | Premium Support Annual Use - Unlimited Incidents | \$35,000.00 |
| | Installation Services | |
| | ArcGIS Server Workgroup Basic Installation Service | \$3,100.00 |
| | ArcGIS Server Workgroup Standard Installation Service | \$5,000.00 |
| | ArcGIS Server Workgroup Advanced Installation Service | \$7,000.00 |
| | ArcGIS Server Enterprise Basic Installation Service | \$5,000.00 |
| | ArcGIS Server Enterprise Standard Installation Service | \$7,000.00 |
| | ArcGIS Server Enterprise Advanced Installation Service | \$14,000.00 |
| | ArcIMS Installation Service | \$5,000.00 |
| | Tracking Server Installation Service | \$20,000.00 |
| 17 | Instructor-Led Training | |
| | ESRI Site Training - per student, per day at ESRI Learning Centers in the USA (Price effective 1/11/2010) | \$490.00 |
| | Instructor Led Virtual Classroom - per student, per day (Price effective 01/11/2010) | \$490.00 |
| | Additional Student - Client Site or ESRI Site Private Class per student per day | \$330.00 |
| | Private Classes - Client site or ESRI site - per class per day (12 students) in locations in the USA (Price effective 1/11/2010) | \$4,410.00 |
| | Client Coaching Services - Client Site | \$4,000.00 |
| | Client Coaching Services - ESRI Site | \$4,000.00 |
| | Virtual Campus | |
| | Individual Courses | |
| | ESRI Virtual Campus Training Course Pricing (1 paid modules) per seat | \$29.00 |
| | ESRI Virtual Campus Training Course Pricing (2 paid modules) per seat | \$58.00 |
| | ESRI Virtual Campus Training Course Pricing (3 paid modules) per seat | \$87.00 |
| | ESRI Virtual Campus Training Course Pricing (4 paid modules) per seat | \$116.00 |
| | ESRI Virtual Campus Training Course Pricing (5 paid modules) per seat | \$145.00 |
| | ESRI Virtual Campus Training Course Pricing (6 paid modules) per seat | \$174.00 |
| | ESRI Virtual Campus Training Course Pricing (7 paid modules) per seat | \$203.00 |
| | ESRI Virtual Campus Training Course Pricing (8 paid modules) per seat | \$232.00 |
| | ESRI Virtual Campus Training Course Pricing (9 paid modules) per seat | \$261.00 |
| | ESRI Virtual Campus Annual User License Pricing | |
| | Education Licenses (for all Virtual Campus courses) | |
| | Premium Annual User License (2,500 Virtual Campus Dollar Value) | \$2,250.00 |
| | Premium Annual User License (5,000 Virtual Campus Dollar Value) | \$4,250.00 |
| | Premium Annual User License (10,000 Virtual Campus Dollar Value) | \$7,000.00 |
| | Premium Annual User License (25,000 Virtual Campus Dollar Value) | \$16,250.00 |
| | Premium Annual User License (50,000 Virtual Campus Dollar Value) | \$30,000.00 |
| | Premium Annual User License (100,000 Virtual Campus Dollar Value) | \$50,000.00 |
| | Premium Annual User License (1,000,000 Virtual Campus Dollar Value) | \$500,000.00 |
| | Premium One Year Extension Annual User License | \$600.00 |

TIME AND MATERIALS RATE SCHEDULE*Effective January 1, 2004*

Hourly time and materials labor rates have been provided for each labor category for calendar year 2004. The hourly labor rates for services that are performed after 2004 may be escalated in an amount not to exceed seven and one-half percent (7.5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

ESRI reserves the right to provide fixed price quotations for professional services requests that require deliverables other than hours and/or are more than twenty-five thousand dollars (\$25,000). Work performed under fixed price orders will require additional terms and conditions and will be invoiced monthly based on percent complete.

Principal**Hourly Rate: \$273/Hour**

These staff work as program directors or project advisors providing project vision, strategic consulting, and program management for all types of geographic information system (GIS) projects. These staff apply market/application domain expertise with extensive experience in GIS and related technologies to ensure the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definition, application and database design, and system integration consulting. Management activities may include defining program requirements, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These staff work with senior client staff and have the support of senior ESRI corporate staff to ensure successful project completion.

Senior Consultant**Hourly Rate: \$207/Hour**

These staff work as project managers or project advisors providing strategic consulting and program management for all types of GIS projects. These staff apply market/application domain expertise with extensive experience in GIS and related technologies to ensure the successful completion of the program. Consulting activities may include strategic planning, GIS workshops and seminars, requirements definition, application and database design and development, and system integration consulting. Management activities may include defining program requirements, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. They design comprehensive work plans that employ structured systems methodologies, which define project deliverables, milestones, and realistic schedules.

Consultant**Hourly Rate: \$164/Hour**

These staff provide day-to-day consulting and management of contracted projects within ESRI. They work under the guidance of senior ESRI consulting staff and support the design and implementation of defined work plans. They provide traditional consulting services and also provide design and management support to application development projects and database conversion projects. They conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using computer-aided software engineering (CASE) tools and entity-relationship (E-R) diagramming methodologies, design and develop software and database quality assurance/quality control (QA/QC) programs, and provide management oversight of daily technical activities. They work with senior consulting and technical staff to design comprehensive work plans that employ structured systems methodologies, which define project deliverables, milestones, and realistic schedules. These staff also work with ESRI administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior Technical Designer**Hourly Rate: \$213/Hour**

These staff are the senior technical staff at ESRI. They provide the overall technical vision and system architecture for large complex systems. They ensure that sound software engineering principles and life cycle methodologies are applied to projects. They are actively involved in systems architecture design, application software design, database process design, and all phases of coding including the conduct of design and code reviews. They may serve as the

principal investigator in focused studies or research and development (R&D) projects. While staff in this category have broad technical knowledge of GIS applications and related technologies, they also provide specific expertise in areas such as Internet applications, data warehousing, spatial analysis, and modeling. They are proficient in ESRI[®] software languages as well as third generation programming languages, Internet markup languages, and other technologies.

Technical Designer**Hourly Rate: \$172/Hour**

GIS system/software developers design technical project plans for the implementation of application software projects and database development projects. They oversee the day-to-day technical activities of the project team and ensure that appropriate systems methodologies are employed. They design and develop QA/QC programs and oversee design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle. They will perform detailed software design, detailed database conversion design, and be directly involved in the coding and implementation of the more complex and strategic portions of application software and database conversion projects. They are proficient in ESRI software languages as well as third generation programming languages, Internet markup languages, and other technologies.

Technical Analyst**Hourly Rate: \$134/Hour**

Staff in this category work independently to perform software coding and write software documentation to design specifications developed by senior staff. They also design and implement data conversion procedures. These staff also perform software and database quality control. They are proficient in the coding of software and processing of digital databases. They are proficient in ESRI software languages as well as third generation programming languages, Internet markup languages, and other technologies.

Database Analyst**Hourly Rate: \$113/Hour**

These staff provide database development support in creating cartographic and digital data products. Areas of expertise include performing data conversion, migration, and translation activities utilizing advanced processing techniques in ARC/INFO[®] and/or ArcInfo[™] software. Additionally, these staff design and implement efficient production tools and coordinate work flow with project personnel.

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State of Missouri

OFFICE OF ADMINISTRATION

Division of Purchasing and Materials Management

Contract Amendment Documentation

The following documentation consists of additional contract amendment documentation. The additional contract amendment documentation is not a part of the official contract amendment, but provides supporting information for the official contract amendment.

Jeremiah W. (Jay) Nixon
Governor



Kelvin Simmons
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing and Materials Management
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
<http://www.oa.mo.gov/purch>

James Miluski
Director

MEMORANDUM

TO: File C202051001 **DATE:** February 22, 2010
FROM: Julie Lombard *[Signature]*
RE: Renewal Amendment #007

Single Feasible Source contract C202051001 for GIS Software and Ongoing Maintenance with ESRI was established based on a State Technology Standard. Amendment #007 renews the contract for a two year period. The majority of the software maintenance pricing remained the same as the previous two year term; however, the software licenses do reflect an increase in price. The contract allowed for a maximum price increase of 7.5% except in no event shall pricing fall below the pricing in ESRI's GSA schedule. Again the majority of the software license pricing is below the 7.5% cap (varies by product); however, there are five products that are higher than 7.5% but the increased price is a result of matching the ESRI GSA schedule pricing as follows:


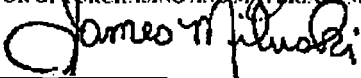
- ArcInfo Concurrent Use License
- Upgrade from ArcView Single Use to ArcView Concurrent Use
- Upgrade from ArcView Single Use to ArcInfo
- Upgrade from ArcView Concurrent Use to ArcInfo
- Upgrade from ArcEditor to ArcInfo

Considering that the contract is a state standard SFS, it is not feasible to rebid/replace this contract; therefore, I am proceeding with the renewal allowing the pricing increases.



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

| | |
|---|--|
| CONTRACT NUMBER C202051001 | CONTRACT TITLE GIS Software & Maintenance Support Services |
| AMENDMENT NUMBER 006 | CONTRACT PERIOD March 1, 2008 through February 28, 2010 |
| REQUISITION NUMBER N/A | VENDOR NUMBER 952775732 0 |
| CONTRACTOR NAME AND ADDRESS Environmental Systems Research Institute 380 New York St Redlands CA 92373-8100 | STATE AGENCY'S NAME AND ADDRESS Various State Agencies |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C202051001 is hereby accepted pursuant to the attached amendment #006, dated 03/11/08. | |
| BUYER Julie Branigan | BUYER CONTACT INFORMATION 573-751-4148 Julie.Branigan@oa.mo.gov |
| SIGNATURE OF BUYER  | DATE 03/26/08 |
| DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  | |



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT AMENDMENT

AMENDMENT NO.: 006
CONTRACT NO.: C202051001
TITLE: GIS Software & Maintenance Support Services
ISSUE DATE: 3/10/08

REQ NO.: N/A
BUYER: JULIE BRANIGAN
PHONE NO.: (573) 751-4148
E-MAIL: Julie.Branigan@oa.mo.gov

TO: ESRI REDLANDS
ATTN: SUSAN HOKANSON
380 NEW YORK STREET
REDLANDS, CA 92373

RETURN AMENDMENT NO LATER THAN: 03/14/08 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO: (U.S. Mail) DPMM or (Courier Service) DPMM
PO-BOX 809 301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

OR FAX TO: (573) 526-9818 (either mail or fax, not both)

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Statewide - Various Missouri State Agencies

SIGNATURE REQUIRED

| | | | |
|---|---|---|---|
| DOING BUSINESS AS (DBA) NAME | | LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR FIRST TAX ID NO. | |
| MAILING ADDRESS | | Environmental Systems Research Institute | |
| 380 New York Street | | IRS FORM 1099 MAILING ADDRESS | |
| CITY, STATE, ZIP CODE | | 380 New York Street | |
| Redlands, CA 92373-8100 | | CITY, STATE, ZIP CODE | |
| Redlands, CA 92373-8100 | | Redlands, CA 92373-8100 | |
| CONTACT PERSON | | EMAIL ADDRESS | |
| Susan Hokanson | | shokanson@esri.com | |
| PHONE NUMBER | | FAX NUMBER | |
| 909-793-2853 ext 1551 | | 909-307-3020 | |
| TAXPAYER ID NUMBER (TIN) | TAXPAYER ID TYPE (CHECK ONE) | | VENDOR NUMBER (IF KNOWN) |
| 95-2775-732 | <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN | | |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) | | | (NOTE: ITC IS NOT A VALID TAX FILING TYPE.) |
| Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other <input checked="" type="checkbox"/> Private Corp | | | |
| AUTHORIZED SIGNATURE | | DATE | |
| | | March 11, 2008 | |
| PRINT NAME | | TITLE | |
| Laura Dangermond | | Vice President | |

Contract C202051001-006

Page 2

AMENDMENT #006 TO CONTRACT C202051001

CONTRACT TITLE: GIS SOFTWARE & MAINTENANCE SUPPORT SERVICES

CONTRACT PERIOD: MARCH 1, 2008 THROUGH FEBRUARY 28, 2010

Pursuant to Chapter 34.044, the State of Missouri desires to amend contract C202051001 pursuant to the attached documents as outlined below for the ESRI products and support services described in the attached Master Purchase Agreement (MPA) Price List:

1. Master Purchase Agreement signature page, E111 11/06
2. State and Local MPA Terms and Conditions, E500 11/06
3. General License Terms and Conditions, E200 10/06
4. ESRI Exhibit 1, Scope of Use, E300 5/07B
5. ESRI MPA Price List, E412 Sole Source 01/08
6. State's Terms and Conditions (dated 2-15-08).

All other terms, conditions and provisions of the contract period shall remain the same and apply hereto. The contractor shall sign and return this document on or before the date indicated on page 1.



MASTER PURCHASE AGREEMENT
(E111 11/06)

ESRI, 350 New York St., Redlands, CA 92373-6100 USA • TEL 909-793-2852 • FAX 909-793-5953

ESRI Agreement No. 2008MPA250

This Master Purchase Agreement ("MPA" or "Agreement") is between the governmental body ("State") identified below and Environmental Systems Research Institute, Inc. ("ESRI"). The Agreement enables State to acquire ESRI geographic information system Software, Data, Web Services, Documentation, services, or hardware over a defined period of time.

This Agreement is comprised of the following documents:

1. Master Purchase Agreement signature page, E111 11/06
2. State and Local MPA Terms and Conditions, E300 11/06
3. General License Terms and Conditions, E200 10/06
4. ESRI Exhibit J, Scope of Use, E300 S/07B
5. ESRI MPA Price List, E413 Sole Source 01/08
6. State's Terms and Conditions (dated 2-15-08).

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

This Agreement, in conjunction with Missouri Contract C202051001 as amended through Amendment #006, constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

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

STATE OF MISSOURI
(State)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.
(ESRI)

By: 
Authorized Signature

Printed Name: Laura Dangermond

Title: Vice President

Date: March 11, 2008

State Contact Information

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, ZIP: _____

E-mail: _____



STATE AND LOCAL MPA TERMS AND CONDITIONS
(E500 11/06)

ESRI, 350 New York St., Redlands, CA 92373-8101 USA • TEL 909-793-2853 • FAX 909-793-5965

ARTICLE 1—DEFINITIONS

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

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

ARTICLE 2—TERM OF AGREEMENT

Licensee's right to purchase under this Agreement shall remain in effect for two (2) years from the effective date unless terminated earlier as set forth in Article 5—Termination; Cancellation.

The State shall have the right, at its sole option, to renew this Agreement for two (2) additional two (2) year terms. In the event of such extension, all other terms and conditions shall remain the same with the exception of price and the E300, Scope of Use. Price increases shall not exceed seven and one-half percent (7.5%) of the previous term's pricing during the extension term, except that in no event shall pricing fall below the pricing in ESRI's GSA Schedule.

All prices shall be firm, fixed and as indicated in the attached ESRI MPA Price List. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

ARTICLE 3—PRODUCT OFFERINGS

3.1 Discontinued Items. ESRI may, at its sole discretion, discontinue offering any Software, Data, Web Services, Documentation, or other product and services that are no longer going to be supported by ESRI for any of its customers included in this Agreement at any time upon reasonable written notice.

3.2 New Items. ESRI may, at its sole discretion, offer new Software, Data, Web Services, Documentation, hardware, services, or larger quantity discount pricing by providing written notice. Such additional terms shall be added to the License Agreement upon written agreement of both parties processed through a formal contract amendment.

ARTICLE 4—GRANT OF LICENSE AND SCOPE OF USE

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

ARTICLE 5—TERMINATION; CANCELLATION

5.1 Termination

- a. **Termination for Convenience.** This Agreement may be terminated by the State upon forty-five (45) days' written notice. ESRI, at its sole election, may terminate the right of any Authorized Entity to participate in this Agreement for material breach of contract provisions in accordance with this provision without terminating this Agreement with respect to the State or any other Authorized Entity.
- b. **Termination for Breach.** Without prejudice to any other right or remedy available, this Agreement may be terminated for breach provided the breaching party is given forty-five days' written notice. Termination of this Agreement as to a Licensee shall be effective upon written notice to a Licensee if the Licensee materially violates any intellectual property rights of ESRI in breach of this Agreement.

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

5.2 Cancellation of an Order. Purchase orders, other than for the initial purchase, may be canceled by Licensee in whole or in part, upon forty-five (45) days' written notice to ESRI. There will be no cancellation charge for canceled Software, Data, or Documentation unless such Software, Data, or Documentation has been delivered. If the Software, Data, or Documentation has been shipped, the cancellation will require Licensee payment of return shipping costs. Licensee has the right to cancel hardware purchases forty-five (45) days prior to scheduled delivery without cost. There are no refunds for cancellation of a subscription or maintenance if the term for the subscription or maintenance has started.

ARTICLE 6—FUNDING; NO MINIMUM PURCHASE

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

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

ARTICLE 7—ORDERS

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

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

- a. Name or identification of Licensee, place of delivery, and the end user name and contact information
- b. Purchase order number
- c. Date delivery is requested (minimum thirty [30] days after ESRI receipt of order)
- d. Primary site for maintenance if primary maintenance is *not* ordered
- e. Quantity, description, and unit price
- f. On the face of the purchase order, print the following statement: "Subject to Master Purchase Agreement No. 2008MPA250 And contract C202051001"

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

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

The participation by Authorized Entities, including State Cooperative Procurement members, is discretionary on the part of the Authorized Entity and the State bears no financial responsibility for any payments due the contractor by such Authorized Entities.

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

ARTICLE 8—PRICING

8.1 Pricing. ESRI will provide Software, Data, Web Services, Documentation, maintenance, and support specified at the prices incorporated into this Agreement. The specified prices stated in the incorporated ESRI Price List are exclusive of shipping and installation.

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

ARTICLE 9- MAINTENANCE

9.1 ESRI will provide maintenance, comprised of updates and technical support as specified in the latest software maintenance program found on the ESRI Web site at <http://esri.com/legal/maintenance>. For a period of two (2) years from the effective date of the agreement, the software maintenance program shall not materially degrade from those provided under ESRI's technical/maintenance support policies as described on the aforementioned web site. ESRI shall not materially reduce the level of services provided for supported programs during the period for which fees for maintenance support have been paid.

9.2 Maintenance is generally offered on an annual basis. Upon expiration of any complimentary maintenance year or any subsequent maintenance term, Licensee may issue a purchase order under this Agreement for renewal of maintenance at the terms and pricing then in effect pursuant to this Agreement. Upon acceptance of an ESRI quotation, the purchase order shall be issued in advance or no later than concurrent with the present maintenance term.

9.3 If maintenance lapses, Licensee must pay back maintenance fees to reinstate maintenance.

ARTICLE 10—TERMS OF COMPENSATION AND ACCEPTANCE

10.1 Terms of Compensation.

- a. Software, Data, and Documentation will be invoiced one-hundred percent (100%) upon shipment. Web Services will be invoiced one-hundred percent (100%) upon issuance of access codes. Licensee agrees to pay each invoice in full within thirty (30) days of receipt of a valid invoice.
- b. The State reserves the right to make payments through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under this Agreement, ESRI must return a completed state Vendor ACD/EFT application which is downloadable from the following website: <http://www.ia.mo.gov/purch/vendorinfo/vendorach.pdf>. Each ESRI invoice must be on ESRI's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the State's EFT addendum record to enable ESRI to properly apply State payments to invoices.

ESRI may obtain detailed information for payments issued for the past 24 months from the State's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.ia.mo.gov>.

- c. The State may make advance deposits/payments for software maintenance (upgrades/new releases/technical support-type agreements) payments and subscription services only.

10.2 Federal Funds Requirements. Procurements under this Agreement may involve the expenditure of federal funds. Provided ESRI is notified the federal funds are used for a particular product, in accordance with the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", ESRI shall not issue any statements, press releases, or other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. the percentage of the total costs of the program or project which will be financed with Federal money,
- b. the dollar amount of Federal funds for the project or program; and
- c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

10.3 Acceptance. Unless rejected in writing, acceptance of any shipment of Software, Data, and Documentation shall be presumed to have occurred thirty (30) days after shipment by ESRI. Acceptance of Web Services occurs upon issuance of access codes.

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

ARTICLE 11—LIABILITIES

The State shall not be responsible for any liability incurred by ESRI or ESRI's employees arising out of the ownership, selection, possession, leasing, rental, operation, control use, maintenance, delivery, return and/or installation of equipment and products provided by ESRI, except as otherwise provided in this Agreement.

ESRI shall be responsible for any and all personal injury (including death) or tangible property damage (except for damages to data that has not been backed up) as a result of ESRI's negligence involving any equipment, products, or services provided under the terms and conditions, requirements and specification of the contract. In addition, ESRI assumes the obligation to save the State, including its agencies, employees and assignees, from every expense, liability, or payment arising out of such negligent act. ESRI shall hold the State, including its agencies, employees, and assignees, harmless for an negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the Agreement.

ESRI shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State, including its agencies, employees, and assignees.

Under no circumstances shall ESRI be liable for any of the following: (1) third party claims against the State for losses or damages (other than those listed above); (2) loss of, or damage to, the State's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if ESRI is informed of their possibility.

Circumstances may arise where, because of the default on ESRI's part or other liability, the State is entitled to recover damages from ESRI. In each such instance, regardless of the basis on which the State is entitled to claim damages from ESRI, ESRI is liable only for:

- a. payments referred to in intellectual property rights and patent and copyright terms;
- b. bodily injury (including death) and direct damages to real property and tangible personal property;
- c. software license fees paid.

ARTICLE 12—GENERAL PROVISIONS

12.1 Order of Precedence. The General Provisions and Limitations of Liability provisions of the License Agreement shall apply to the entire Agreement unless specifically stated otherwise and are supplemented by the provisions set forth in this Article 13. In the event of a conflict between the terms of documents in this Agreement, the documents will have the following precedence: (i) ESRI MPA Terms and Conditions (1/5/06); (ii) the E300, Scope of Use in the License Agreement, (iii) the General Terms and Conditions in the License Agreement, and (iv) the State of Missouri Terms and Conditions (dated 2-15-08).

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

Licensee Contact:

See signature page (E111)

ESRI Contact:

Manager, Contracts and Legal Services
ESRI
380 New York Street
Redlands, CA 92373-8100
Phone: 909-793-2855
Fax: 909-307-3020

12.3 Assignment. Should ESRI transfer any interest in this Agreement, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management, the State shall have the right to terminate this Agreement upon written notice.

12.4 Reporting Requirements.

a. By the fifteenth (15th) day of the start of a new quarter period (January, April, July, and October), ESRI shall submit a usage report to the Division of Purchasing and Materials Management of the products/services provided for all of the various state agencies during the previous quarter. ESRI must submit the report electronically in an analysis-ready Excel format. Reports in PDF or similar format shall be considered unacceptable. At a minimum, the report must contain the information listed below.

At a minimum, the report must contain the following information:

1. State Agency Name
2. State Agency's Customer Number
3. Delivery Location
4. Order Date
5. Purchase Order Number
6. Agreement Item Number
7. Manufacturer Name
8. Manufacturer Model/Item Number (SKU)
9. Item Description
10. Quantity Ordered
11. Quantity Delivered
12. Unit Price Charged
13. Extended Price (Unit Price Charged x Quantity Delivered)

b. ESRI shall retain, and make available to the State, all books, records, and other documents relevant to the Agreement for a period of two (2) years after final payment or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the two year period, ESRI shall retain such records until completion of the action and resolution of all issues which arise from it, or until the end of the regular two year period, whichever is later. ESRI shall allow authorized representatives of the State of Missouri and/or federal government to inspect these records upon request.

12.5 Contractor's Personnel ESRI understands and agrees that by signing the Agreement, they certify the following:

- a. ESRI shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If ESRI is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the State has reasonable cause to believe that ESRI has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the Agreement immediately without penalty or recourse and suspend or debar ESRI from doing business with the state.

ESRI agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

12.6 Non-Mandatory Use of Agreement. ESRI shall provide services on an as needed, if needed basis. The State does not guarantee any usage of the Agreement whatsoever. Any state agency of the State may participate in this Agreement, but that the Agreement does not require mandatory participation by any state agency.



GENERAL LICENSE TERMS AND CONDITIONS
(E200 10/06)

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909 793-2853 • FAX 909 793 3653

ARTICLE 1—DEFINITIONS

Definitions—The terms used are defined as follows:

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

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Software, Data, Web Services, and Documentation are licensed and not sold. ESRI and its Licensors own the Software, Data, Web Services, and Documentation, which are protected by United States laws and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights, inclusive of trade secrets that are considered confidential pursuant to Missouri statute RSMo 610.021. From the date of receipt, Licensee agrees to use reasonable means to protect the Software, Data, Web Services, and Documentation from unauthorized use, reproduction, distribution, or publication. ESRI and its Licensors reserve all rights not specifically granted in this License Agreement. ESRI or its third-party data licensor(s) reserve the right to improve and/or make changes in its offerings of the Web Services and its associated software, datasets, or information at any time.

ARTICLE 3—GRANT OF LICENSE

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

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

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

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

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

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. Licensee may install and store copies of Software, Data, and Documentation onto electronic storage devices)
- b. Licensee may make one (1) copy of the Software, Data, and Documentation for archival purposes. Licensee may make routine computer backups.
- c. Licensee may customize the Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
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Desktop GIS

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

Server GIS

- ArcGIS Server and Extensions
 - Workgroup (either 3, 5, or 6 and 7, 8, 9, 28, 29, 30, 32, 38, 39, and 40)
 - Enterprise (3, 4, 5, or 6 and 7, 8, 9, 27, 31, 38, 39, and 40)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, 5, or 6 and 7, 8, 10, and 31)
 - ArcIMS ArcMap Server (either 3, 4, 5, or 6 and 31)
- Tracking Server (5 and 31)
- ArcGIS Image Server and Extensions (either 3, 4, 5, or 6 and 7, 8, 11, 41, and 42)
- RouteMAP IMS (either 3, 4, or 5 and 8, 15, and 31)

Mobile GIS

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

Developer GIS

- ESRI Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 33, 34, 35, and 36)
- ArcGIS Engine Developer Kit (either 1 or 6 and 14, 15, 22 and 42)
 - Extensions (7)
- ArcGIS Engine Runtime (1, 15, and 22)
 - Extensions (7)
- MapObjects--Windows Edition (1, 14, 15, 16, and 18)
- MapObjects--Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)

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

GIS Viewers and Connectors

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

Business GIS

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

Cartographic Production

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

Web Services

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

Data

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

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 - (c) System requirements and platform support vary from item to item. If in doubt whether your system will support a desired item, please contact your ESRI sales representative for additional information.
 - (d) Some items are not offered to all potential customers. For example, certain Software upgrades are only offered to customers who have acquired the most recent versions of the Software, and local government licenses are only offered to local government customers.
 - (e) Customer must provide adequate facilities for client site training. Certain other restrictions apply. See the Learning Center On-Site training information at ESRI's Web site (www.esri.com/training/site_training.html) for details.
 - (f) ESRI Site Training (i.e., Training at one of ESRI's Training Centers) requires a completed registration application form from each student. Registrations are processed on a first-come, first-served basis. We recommend that you submit this registration information at least one month prior to the start date of your class. See the Learning Center registration information at ESRI's Web site (www.esri.com/training/register.html) for details.
4. Support services are defined at ESRI's Web site (www.esri.com) within the user support section. Particular attention should be paid to the fact that some ESRI Software comes with complimentary maintenance for the first year and other Software features different support plans.
5. New Software releases for most Software products are provided exclusively through maintenance programs. In these cases, Software upgrades are not sold separately.

Whereas, the Client wishes to arrange for training of its employees, the following terms shall be followed as applicable.

I. SCOPE

ESRI agrees to conduct training courses pursuant to the terms contained herein. Training may be conducted at Client's site or at an ESRI Learning Center.

Course Description: The ESRI Software training course(s) to be conducted, the location, the dates during which the courses are to be conducted, the number of participants, and the prices to be paid to ESRI are as set forth in the ESRI Course Catalog or at ESRI's training Web site, which is incorporated by this reference. All courses shall be conducted in substantial conformity with the most current ESRI training course brochures(s). ESRI reserves the right to modify course content when necessary due to Software technical abilities or limitations.

ESRI's Responsibility: ESRI shall provide an instructor qualified to conduct the course(s), as well as all necessary training materials sufficient for the number of registered participants. ESRI will provide each student with a course manual.

ESRI's scheduling coordinator, through whom all course(s), dates, and locations shall be confirmed, can be contacted at 909-793-2853, extension 1523.

IIA. UNIQUE ESRI LEARNING CENTER TERMS

- Seating is limited in some classes. Registrations are always processed using a standard student registration application, on a first-come, first-served basis. Waiting lists are used when necessary. Registration applications are attached to every course catalog or are available on the Web or from the Learning Center.
- Class schedules are widely disseminated by ESRI Marketing and the regional offices. The Redlands Learning Center or Scheduling Coordinator works with each Regional Training Coordinator to add classes to accommodate waiting lists where appropriate.
- All class registrants are asked to include proof of payment when they submit their registration application. Prepayment is required by check or credit card in most cases. Purchase Orders may be accepted from U.S. federal, state, and local government organizations, as well as universities.
- Sales tax will be charged where applicable (The State of Missouri is tax exempt). Some states have enacted an E-Procurement fee for State Government customers. ESRI may also add the E-Procurement fee to the cost of training classes where applicable.
- The tuition includes a \$100 data-processing fee, which is nonrefundable. This fee may be charged in cases of short-notice cancellations or due to multiple student transfers. Student substitutions, when a student's place in class is filled by another person from the same organization, are allowed, provided that the ESRI Learning Center is notified in advance. The tuition less the data processing fee will be refunded if the ESRI Learning Center receives notice of cancellation at least six (6) business days prior to the class start date. The full tuition will be charged to participants who cancel five (5) days or less before the class start date or who fail to appear for the class.
- The five (5)-seat volume discount cannot be combined with other discounts and is only applicable when all registrations are received at one time and all registrants attend the class. If a five (5)-seat volume discount registrant cannot attend the class, ESRI will allow student substitution or a transfer of such registrant to attend a future class; however, no refunds will be issued for such nonattendance or cancellation.
- Training classes are confirmed approximately ten (10) days prior to the start date.
- Travel is the registrant's responsibility. ESRI assumes no responsibility for nonrefundable travel arrangement losses resulting from course scheduling changes or cancellations. Even though ESRI strives to confirm all classes, class cancellations are sometimes unavoidable.

IIIB. UNIQUE CLIENT SITE TERMS

Client's Responsibility: Where courses are to be conducted at Client's facilities, Client shall provide physical training facilities that meet the following minimum requirements or modifications as mutually agreed to by both parties:

- Client shall, where possible, provide a one (1)-room facility, sufficient for a training course for up to twelve (12) persons (or such other number as may be agreed to by ESRI's scheduling coordinator). The facility shall have appropriate climate control, lighting, and sufficient power and number of outlets to accommodate the required number of computers and other equipment to be used.

- Client shall supply all computer hardware for the training course. Computers must be platforms fully supported by ESRI. All computer hardware shall be configured with an appropriate release of an operating system to run the current release version of the ESRI required Software. There shall be a minimum of one (1) computer and color monitor for every participant. Other peripheral devices including, but not limited to, digitizers and plotters/printers, as required by the training course being conducted, shall be Class 1 supported.
- Client shall be responsible for providing one (1) high-resolution PC projector and screen as well as one (1) large writing board.
- Client shall limit the number of course participants to twelve (12) students per course. Additional students, up to a maximum of fifteen (15), may be added to some classes for an additional fee.
- Client agrees that all participants shall be regular employees of Client who meet the prerequisites set forth in the ESRI training brochures(s).
- Client shall issue a purchase order and pay invoices pursuant to the terms set forth in Section IV below.
- Client shall complete and submit an ESRI Client Site Request form not less than four (4) weeks prior to the start of any course. Final schedule is subject to mutual agreement.

II.C. MOBILE LAB

When ESRI's mobile lab is provided for use by students as part of a training class delivered at Client's location, the Client shall use its best efforts to protect the Mobile Classroom equipment from loss, damage, or theft while in Client's possession. Client should immediately report any damage or missing items upon receipt. Client shall keep the Mobile Classroom equipment in a secure, locked area between class sessions.

- Client shall make the Mobile Classroom equipment available for freight pick-up at the conclusion of the ESRI courses.
- Client shall ensure no one except ESRI students uses the Mobile Classroom equipment.
- Client shall be liable for loss or damage to ESRI's Mobile Classroom equipment as a result of Client's failure to comply with the requirements described above.

III. SOFTWARE LICENSES

The terms of the ESRI license agreement shall be applicable to all Client course participants and for all Software and documentation licensed for use in any training course to be conducted. For on-site training, temporary Software licenses may be issued by ESRI where there is an insufficient number of Software licenses available at the training facility. Client shall uninstall the temporary Software licenses at the conclusion of the training course.

IV. PERFORMANCE AND PAYMENT

Upon completion of each training course, ESRI shall invoice Client and Client shall pay said invoice within thirty (30) days of receipt thereof.

V. EXPORT CONTROL REGULATIONS

ESRI's technology is subject to U.S. export control laws and regulations. ESRI's Software, data, documentation, and any underlying information or technology may not be exported, reexported, or provided in whole or in part to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control law or regulation.

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing fees. Handling and shipping charges shall be added to the invoice. Shipping shall be FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to rate payment changes as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.152 and 105.154 RSMo regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall, for a period of 90 days from receipt: (1) conform to the ESR1 Documentation, (2) be fit and sufficient for the purpose intended as expressed in the Agreement (202351001 006), and (3) be of good materials and workmanship, and (4) be substantially free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- Notwithstanding to whom the contract shall be assigned, expressly or implied, as a vendor by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the arbitrary laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or provided by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The final cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately.
- If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing of any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such action, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract in accordance with the terms of the Agreement.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- The identification of a person designated to handle affirmative action;
- The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to hire, recall, discharge, demotion and discipline;
- The exclusion of discrimination from all collective bargaining agreements; and
- Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whenever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchases, law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 184, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

USER NAME PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC
 DUNS: 063134175 CAGE Code: 0AMS3
 Status: Active

380 NEW YORK ST
 REDLANDS, CA, 92373-8118 ,
 UNITED STATES

[Entity Overview](#)

Entity Overview

[Entity Record](#)

[Core Data](#)

[Assertions](#)

[Reps & Certs](#)

[POCs](#)

[Reports](#)

[Service Contract Report](#)

[BioPreferred Report](#)

[Exclusions](#)

[Active Exclusions](#)

[Inactive Exclusions](#)

RETURN TO SEARCH

Entity Information

Name: ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC
Doing Business As: ESRI
Business Type: Business or Organization
POC Name: Darin Jensen
Registration Status: Active
Activation Date: 06/06/2014
Expiration Date: 06/06/2015

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.1916.20140627-1510

WWW2

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 19th day of August 20 14

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Mutual Rescission Agreement between Boone County and Benton & Associates, Inc.

The terms of this Agreement are stipulated in the attached Mutual Rescission Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Mutual Rescission Agreement.

Done this 19th day of August, 2014.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

395-2014

MUTUAL RESCISSION OF AGREEMENT

THIS AGREEMENT is entered into and between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through its County Commission, **County**, and **Benton & Associates, Inc, Consultant**.

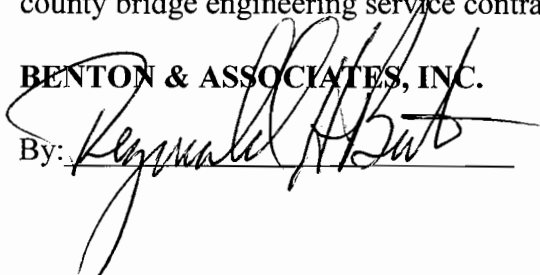
WHEREFORE, the parties entered into an agreement relating to Design & Bidding Services for the removal & replacement of Boone County Bridge No. 3070006 on Mexico Gravel Road; for which no work has been submitted.; and

WHEREFORE, the parties desire to rescind and terminate said agreement.

NOW, THEREFORE, in consideration of mutual covenants, promises and representations contained herein, the parties agree as follows:

Boone County and Benton & Associates, Inc agree to cancel, with no penalty to either party, the Agreement approved by Commission Order #197-2014 for Design & Bidding Services for removal & replacement of Boone County Bridge No. 3070006 on Mexico Gravel Road. This cancellation is prompted by the receipt of a letter from Reginald H. Benton, PE, SE of Benton & Associates, Inc dated June 13, 2014 announcing the sale of the certain land surveying and county bridge engineering service contracts. A copy of this letter is attached hereto.

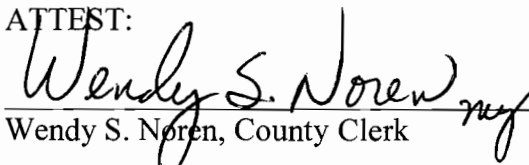
BENTON & ASSOCIATES, INC.

By: 

BOONE COUNTY

By: 
Daniel K. Atwill, Presiding
Commissioner

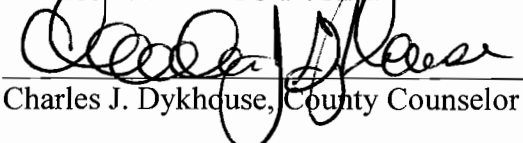
ATTEST:


Wendy S. Noren, County Clerk

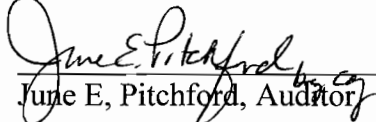
APPROVED:


Stan Shawver, Resource Mgmt Director

APPROVED AS TO FORM:


Charles J. Dykhouse, County Counselor

AUDITOR ACKNOWLEDGEMENT

 8/11/14
June E. Pitchford, Auditor Date

395-2014



BENTON & ASSOCIATES, INC.

Consulting Engineers / Land Surveyors

1970 West Lafayette Avenue • Jacksonville IL 62650
Voice 217-245-4146 • Fax 217-245-4149

Robert H. Benton, PE
Reginald H. Benton, PE, SE
S. John Calise, PE
William J. Sleeman, PE
Jamie L. Header, PE
Shannon J. Howe, PE, SE

June 13, 2014

To Whom it May Concern

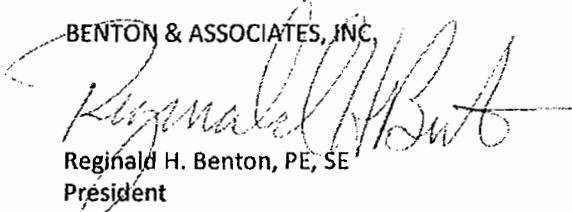
Dear Missouri County Commissioners,

I am writing to advise you that Benton & Associates, Inc., as of June 13, 2014, sold to Shannon Howe a variety of assets related to our presence in the land surveying and county bridge market in Missouri, including a group of engineering service contracts.

This transaction includes existing engineering equipment and software.

Respectfully,

BENTON & ASSOCIATES, INC.


Reginald H. Benton, PE, SE
President

RHB:tf

G:\Principals\Reggie\Split SJHTWIMC.docx

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 14

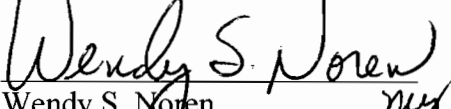
In the County Commission of said county, on the 19th day of August 20 14

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement to effectuate the Application-Based Funding from the County to the City of Sturgeon as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.

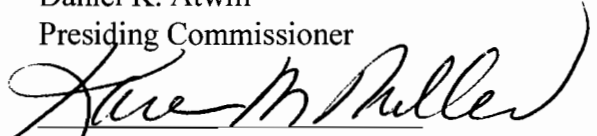
Done this 19th day of August, 2014.

ATTEST:



 Wendy S. Noren
 Clerk of the County Commission



Daniel K. Atwill
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Janet M. Thompson
 District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 19th day of August, 2014, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **City of Sturgeon**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of **Thirty-Seven Thousand One Dollars and Forty Cents (\$37,001.40)** as determined by the formula for Year 2 of the 6-year

¹ Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

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cycle as described in Commission Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 469-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a

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debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

396-2014

2014 Road & Bridge Sales Tax Distribution
 Period: March 2013 - February -2014

| Year | R & B Tax Levy Ceiling Rate: | Actual Road & Bridge Tax Levy Rate: |
|------|------------------------------|-------------------------------------|
| 2001 | 0.28 | 0.05 |
| 2002 | 0.28 | 0.05 |
| 2003 | 0.28 | 0.05 |
| 2004 | 0.28 | 0.05 |
| 2005 | 0.2601 | 0.0475 |
| 2006 | 0.2601 | 0.0475 |
| 2007 | 0.2601 | 0.0475 |
| 2008 | 0.2601 | 0.0475 |
| 2009 | 0.2632 | 0.0475 |
| 2010 | 0.2649 | 0.0475 |
| 2011 | 0.2657 | 0.0475 |
| 2012 | 0.2677 | 0.05 |
| 2013 | 0.2677 | 0.05 |

| FY 2013 R&B Sales Tax Revenue: | Retained by County |
|--------------------------------|---------------------|
| 13,149,084.10 | 6,340,344.78 |
| (5,440,458.22) | 77,086.26 |
| 7,708,625.88 | 7,708,625.88 |

| Less: Total Property Tax Reduction Due to Voluntary Rollback | Allocated to Application Entities: |
|--|------------------------------------|
| 0.41 | 173,444.08 |
| 0.59 | 7,708,625.88 |
| | 7,708,625.88 |

| Net Additional Sales Tax Revenue: | Allocated to Formula Entities (excl Columbia)—B |
|-----------------------------------|---|
| 0.01 | 100.00% |

A= Distribution Frequency = Annual
 M= Distribution Frequency= Monthly
 C= Distribution Frequency determined by Contractual Terms

| Entity | Classify for Formula | Actual AV at 31-Dec | AV% (A) | Actual AV at 31-Dec | AV% (B) | Property Tax Pass Thru to CSRD Fund 700 | Statutory Dist. To Cities Actual R&B Prop Tx | Sales Tax Needed to Cover PropTax Roll Back | Sales Tax Distribution To Application Entities | Sales Tax Distribution Formula Entities (B) | Total |
|--|----------------------|---------------------|---------------|---------------------|---------------|---|--|---|--|---|-------|
| | | | | | | | | | | | |
| Cities, Towns, Villages: | | | | | | | | | | | |
| Ashland | Formula | 50,218,025 | 2.7% | 50,218,025 | 44.4% | 6,033.18 | A | 26,283.37 | n/a | 76,990.76 | A |
| Centralla | Formula | 47,020,403 | 2.5% | 47,020,403 | 41.5% | 5,637.15 | A | 24,567.05 | n/a | 72,092.21 | A |
| Columbia | Formula | 1,751,870,633 | 93.9% | n/a | n/a | 209,447.47 | A | 912,389.46 | n/a | n/a | A |
| Hallsville | Formula | 15,980,510 | 0.9% | 15,980,510 | 14.1% | 1,902.24 | A | 8,292.45 | n/a | 24,481.11 | A |
| Harrisburg | Application | n/a | n/a | n/a | n/a | 295.49 | A | 1,287.77 | 12,933.80 | n/a | A |
| Hartsburg | Application | n/a | n/a | n/a | n/a | 99.01 | A | 431.26 | 9,250.35 | n/a | A |
| Rocheport | Application | n/a | n/a | n/a | n/a | 338.05 | A | 1,473.07 | 14,646.39 | n/a | A |
| Sturgeon | Application | n/a | n/a | n/a | n/a | 749.77 | A | 3,268.51 | 37,001.40 | n/a | A |
| Huntsdale | Application Pool | n/a | n/a | n/a | n/a | 21.83 | A | 95.05 | n/a | n/a | A |
| McBaine | Application Pool | n/a | n/a | n/a | n/a | 6.09 | A | 26.49 | n/a | n/a | A |
| Pierpont | Application Pool | n/a | n/a | n/a | n/a | 133.42 | A | 580.86 | 3,854.31 | n/a | A |
| SubTotal All Cities, Towns, Villages: | | | | | | | | | | | |
| | | | | | | 224,663.70 | | 978,695.34 | 77,086.25 | 173,444.08 | |
| Road District | | | | | | | | | | | |
| CSRD | | 62,505,686 | n/a | 62,505,686 | n/a | 24,698.29 | M | 113,359.55 | n/a | n/a | A |
| Grand Total | | | 100.0% | | 100.0% | 24,698.29 | | 1,092,054.89 | 77,086.25 | 173,444.08 | |

| General Ledger Accounts: | 2049-71451 | 2049-71451 | 2049-71451 | 2049-71451 | 2049-71453 |
|---------------------------------------|------------|---------------|---------------|---------------|---------------|
| Office Preparing Payment Requisition: | Treasurer | Resource Mngt | Resource Mngt | Resource Mngt | Resource Mngt |
| | 7000-86890 | 2049-71350 | 2049-71452 | 2049-71451 | 2049-71453 |

396-2014

BILL NO. 07282014-3

ORDINANCE NO. 815

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF STURGEON, MISSOURI TO EXECUTE ONE OR MORE BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR COOPERATIVE AGREEMENTS—APPLICATION ENTITIES, WITH BOONE COUNTY, MISSOURI FOR THE CITY OF STURGEON, MISSOURI TO RECEIVE FUNDING FOR THE MAINTENANCE AND IMPROVEMENT OF STREETS IN THE CITY OF STURGEON, MISSOURI.”

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF STURGEON, MISSOURI, AS FOLLOWS:

SECTION 1. The Mayor and City Clerk of the City of Sturgeon, Missouri are hereby authorized and directed to execute one or more Boone County Road & Bridge Improvement/Repair Cooperative Agreements—Application Entities on behalf of the City of Sturgeon, Missouri with Boone County, Missouri for the City of Sturgeon, Missouri to receive funding for the maintenance and improvement of streets in the City of Sturgeon, Missouri.

SECTION 2. This ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

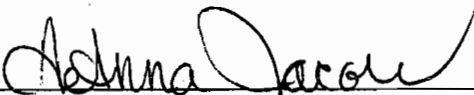
READ TWO TIMES AND PASSED by the Board of Aldermen of the City of Sturgeon, Missouri this 28th day of July, 2014.

THIS ORDINANCE APPROVED by the Mayor of the City of Sturgeon, Missouri this 28th day of July, 2014.



Mayor Gene Kelly

ATTEST:



City Clerk DeAnna Jacobs

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 19th day of August 20 14

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase the budget allocation for conferences.

| Department | Account | Department Name | Account Name | Decrease \$ | Increase \$ |
|------------|---------|-------------------|----------------------------|-------------|-------------|
| 1123 | 86800 | Emergency | Emergency | 4,150 | |
| 1122 | 37200 | County Assn. Dues | Seminars/Conferences/Mtg | | 345 |
| 1122 | 37220 | County Assn. Dues | Travel (Airfare, Mileage) | | 1,140 |
| 1122 | 37230 | County Assn. Dues | Meals & Lodging (Training) | | 2,665 |
| | | | | 4,150 | 4,150 |

Done this 19th of August, 2014.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Janet M. Thompson
District II Commissioner

| | | | |
|----------------|---------------------------------|------------------------|----------|
| Year | 2014 | Original Appropriation | 2,615.00 |
| Dept | 1122 COUNTY ASSOCIATION DUES | Revisions | |
| Acct | 37200 SEMINARS/CONFEREN/MEETING | Original + Revisions | 2,615.00 |
| Fund | 100 GENERAL FUND | Expenditures | 1,750.00 |
| | | Encumbrances | |
| Class/Account | A ACCOUNT | Actual To Date | 1,750.00 |
| Account Type | E EXPENSE | Remaining Balance | 865.00 |
| Normal Balance | D DEBIT | Shadow Balance | 865.00 |

Expenditures by Period

| | | | |
|----------|----------|-----------|-------|
| January | _____ | July | _____ |
| February | _____ | August | _____ |
| March | 745.00 | September | _____ |
| April | 1,005.00 | October | _____ |
| May | _____ | November | _____ |
| June | _____ | December | _____ |

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

| | | | |
|----------------|--------------------------------------|------------------------|----------|
| Year | 2014 | Original Appropriation | 1,968.00 |
| Dept | 1122 COUNTY ASSOCIATION DUES | Revisions | |
| Acct | 37220 TRAVEL (AIRFARE, MILEAGE, ETC) | Original + Revisions | 1,968.00 |
| Fund | 100 GENERAL FUND | Expenditures | 1,533.51 |
| | | Encumbrances | |
| Class/Account | A ACCOUNT | Actual To Date | 1,533.51 |
| Account Type | E EXPENSE | Remaining Balance | 434.49 |
| Normal Balance | D DEBIT | Shadow Balance | 57.59 |

Expenditures by Period

| | | | |
|----------|--------|-----------|-------|
| January | _____ | July | _____ |
| February | _____ | August | _____ |
| March | 744.51 | September | _____ |
| April | 789.00 | October | _____ |
| May | _____ | November | _____ |
| June | _____ | December | _____ |

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

| | | | |
|----------------|--------------------------------|------------------------|----------|
| Year | 2014 | Original Appropriation | 4,436.00 |
| Dept | 1122 COUNTY ASSOCIATION DUES | Revisions | |
| Acct | 37230 MEALS & LODGING-TRAINING | Original + Revisions | 4,436.00 |
| Fund | 100 GENERAL FUND | Expenditures | 3,873.09 |
| | | Encumbrances | |
| Class/Account | A ACCOUNT | Actual To Date | 3,873.09 |
| Account Type | E EXPENSE | Remaining Balance | 562.91 |
| Normal Balance | D DEBIT | Shadow Balance | 519.79- |

Expenditures by Period

| | | | |
|----------|----------|-----------|-------|
| January | _____ | July | _____ |
| February | _____ | August | _____ |
| March | 3,858.09 | September | _____ |
| April | 15.00 | October | _____ |
| May | _____ | November | _____ |
| June | _____ | December | _____ |

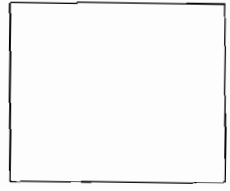
F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

PAYMENT REQUISITION BOONE COUNTY, MISSOURI

07/17/2014
REQUISITION
DATE

07/31/2014
VENDOR
DUE DATE

TRANS: 2014 003268



Check Routing Instructions

010488
VENDOR
NO.

WARZINIK, JASON
VENDOR NAME

EMPL TRAVEL EXP
BID NUMBER

Notes: INVOICE NUMBER REFLECTS DATES OF TRAVEL. INVOICES
ON THIS PAY REQ ARE FOR CAB FARE, MI&E AND LODGING.
INVOICE ON AP1517 IS FOR AIRFARE.

* = INSUFFICIENT BUDGET

| Fund / Dept | Account | Invoice Number | Customer Account Number | Amount |
|-------------|---------|----------------|--|---------|
| * 1122 | 37220 | 07/10/14 | REIMB CABFARE: NACO ANNUAL CONF NACO ANNUAL CONF, NEW ORLEANS | 33.00 |
| * 1122 | 37220 | 07/15/14 | REIMB CABFARE: NACO ANNUAL CONF NACO ANNUAL CONF, NEW ORLEANS | 33.00 |
| * 1122 | 37220 | 07/10-07/15/14 | REIMB PARKING: NACO ANNUAL CONF NACO ANNUAL CONF, NEW ORLEANS | 61.00 |
| * 1122 | 37220 | 07/10/14 | REIMB LUGGAGE FEE: NACO ANNUAL NACO ANNUAL CONF, NEW ORLEANS | 60.00 |
| * 1122 | 37220 | 07/15/14 | REIMB LUGGAGE FEE: NACO ANNUAL NACO ANNUAL CONF, NEW ORLEANS | 60.00 |
| * 1122 | 37230 | 07/10-07/15/14 | REIMB LODGING: NACO ANNUAL CON NACO ANNUAL CONF, NEW ORLEANS, | 836.20 |
| * 1122 | 37220 | 07/10/14 | REIMB MILEAGE 116 @ .56 NACO ANNUAL CONF, NEW ORLEANS | 64.96 |
| * 1122 | 37220 | 07/15/14 | REIMB MILEAGE 116 @ .56 NACO ANNUAL CONF, NEW ORLEANS | 64.96 |
| * 1122 | 37230 | 07/10-07/15/14 | M&IE PER DIEM: NACO ANNUAL CON NACO ANNUAL CONF, NEW ORLEANS | 246.50 |
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| | | | | |
| | | | | |
| | | | GRAND TOTAL: | 1459.62 |

I certify that the goods, services or charges above specified are necessary for the use of the department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Approving Official

Approving Official

Approving Official

Prepared By

County Commission Approval

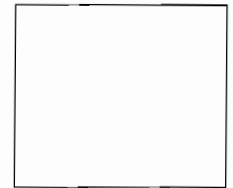
Auditor Approval

PAYMENT REQUISITION BOONE COUNTY, MISSOURI

TRANS: 2014 003242

07/16/2014
REQUISITION
DATE

07/30/2014
VENDOR
DUE DATE



Check Routing Instructions

004571
VENDOR
NO.

MILLER, KAREN M
VENDOR NAME

EMPL TRAVEL EXP
BID NUMBER

Notes:

* = INSUFFICIENT BUDGET

| Fund / Dept | Account | Invoice Number | Customer Account Number | Amount |
|-------------|---------|----------------|---|---------|
| * 1122 | 37200 | 04/25/2014 | REGISTRATION-NACO ANNUAL CONF. NACO ANNUAL CONFERENCE & EXPO | 490.00 |
| * 1122 | 37220 | 07/10-07/15/14 | AIRFARE ST LOUIS-NEW ORLEANS NACO ANNUAL CONFERENCE & EXPO | 367.00 |
| * 1122 | 37230 | 07/10-07/15/14 | M&IE PER DIEM-NACO ANNUAL CONF NACO ANNUAL CONFERENCE & EXPO | 95.00 |
| * 1122 | 37220 | 07/10-07/15/14 | CAB FARE-NACO ANNUAL CONF. NACO ANNUAL CONFERENCE & EXPO | 38.00 |
| * 1122 | 37220 | 07/10-07/15/14 | CAB FARE - NACO ANNUAL CONF. NACO ANNUAL CONFERENCE & EXPO | 74.70 |
| * 1122 | 37230 | 07/10-07/15/14 | 5 NIGHTS LODGING-NACO ANNUAL NACO ANNUAL CONFERENCE & EXPO | 984.66 |
| * 1122 | 37220 | 07/10-07/15/14 | PERSONAL CAR MILES-NACO ANNUAL NACO ANNUAL CONFERENCE & EXPO | 125.44 |
| * 1122 | 37220 | 07/10-07/15/14 | CAB FARE-NACO ANNUAL CONF. NACO ANNUAL CONFERENCE & EXPO | 8.00 |
| * 1122 | 37220 | 07/10-07/15/14 | CAB FARE-NACO ANNUAL CONF. NACO ANNUAL CONFERENCE & EXPO | 38.00 |
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| | | | | |
| | | | GRAND TOTAL : | 2220.80 |

I certify that the goods, services or charges above specified are necessary for the use of the department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Approving Official

Approving Official

Approving Official

Prepared By

County Commission Approval

Auditor Approval