



# Quotation # 20441123

Date: January 21, 2014

**ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**  
880 Blue Gentian Rd, Ste 200  
St. Paul, MN 55121-1596  
Phone: (651) 454-0600 Fax: (651) 454-0705  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

**Customer # 136402 Contract #**

City of Peoria  
Information Systems  
542 SW Adams St  
Peoria, IL 61602-1522

ATTENTION: Jason Biller  
PHONE: (309) 494-8115  
FAX: (309) 494-8116

*To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 01/21/2014 To: 04/21/2014*

Material	Qty	Description	Unit Price	Total
122330	1	ARCGIS SERVER JUMPSTART – UP TO 2 SERVERS. The ArcGIS Server Jumpstart Service provides up to 3 days of on-site installation and configuration support for ArcGIS Server software on up to 2 customer provided physical or virtual servers by 1 Esri Consultant. If installation and configuration are completed prior to the completion of the 3 day engagement, any additional remaining on-site time can focus on standard ArcGIS Server technology topics such as: Setup and Configuration, Services, Administration and Diagnostics, Data Sources, Caching, Performance and Scalability Considerations, and Enterprise GIS Resource Overview. Customers will be provided a jumpstart prerequisite and checklist document prior to the on-site visit. The price includes airfare, hotel, car rental, per diem, and other direct costs. On-site support will be provided at a mutually agreed upon customer location during one trip within the United States on consecutive business days during a single work week. By purchasing this service, the customer agrees to the Services Packages Terms and Conditions (G-363-D Addendum) which shall take precedence over any other terms and the customer's purchase order. If not attached, these Terms and Conditions can be viewed on the web at <a href="http://www.Esri.com/legal/service-agreements.html">http://www.Esri.com/legal/service-agreements.html</a> . This services package requires the customer to prepare for Esri's visit. The preparation requirements are outlined at <a href="http://www.Esri.com/legal/service-agreements.html">http://www.Esri.com/legal/service-agreements.html</a> and all services will be provided in accordance with the requirements and assumptions provided therein. Scheduling will be based on resource availability. Topics outside the scope of the ArcGIS Server Jumpstart include but are not limited to: Migration of Databases and Applications, Advanced Security, High Availability and Failover, Production Level Replication, and Application Development.	8,800.00	8,800.00

Item Total:	8,800.00
Subtotal:	8,800.00
Sales Tax:	0.00
Estimated Shipping & Handling(2 Day Delivery) :	0.00
Contract Pricing Adjust:	0.00
<b>Total:</b>	<b>\$8,800.00</b>

\* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes. Esri may charge a fee to cover expenses related to any customer requirement to use a specific vendor management, procurement, or invoice program.

**For questions contact:** Chris Liske      **Email:** [cliske@esri.com](mailto:cliske@esri.com)      **Phone:** (651) 454-0600 x8359

Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions  
This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

***If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630***



**Quotation # 20441123**

Date: January 21, 2014

**ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**  
880 Blue Gentian Rd, Ste 200  
St. Paul, MN 55121-1596  
Phone: (651) 454-0600 Fax: (651) 454-0705  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

**Customer # 136402 Contract #**

City of Peoria  
Information Systems  
542 SW Adams St  
Peoria, IL 61602-1522

*To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 01/21/2014 To: 04/21/2014*

ATTENTION: Jason Biller  
PHONE: (309) 494-8115  
FAX: (309) 494-8116

**BY SIGNING BELOW YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.**

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

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

This quotation is subject to the terms set forth herein and the terms of your agreement with Esri, if any, or as otherwise provided by Esri's standard terms and conditions at [www.esri.com/legal](http://www.esri.com/legal), which are incorporated by reference. Federal Government entities and prime contractors buying under GSA pricing/terms are subject to Esri's Federal Supply Schedule GS-35F-5086H. Acceptance is limited to terms of this quotation. 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. All terms of this quotation as referenced above shall be incorporated into and are part of any further or additional agreement regarding Esri's software data, web services, training, services and maintenance.

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 an invoice for the items included in the above quote in the amount of: \$ \_\_\_\_\_, plus sales taxes if applicable. (Note: Shipping costs are subject to change.)

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote 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 tax 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.

\* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes. Esri may charge a fee to cover expenses related to any customer requirement to use a specific vendor management, procurement, or invoice program.

<b>For questions contact:</b> Chris Liske	<b>Email:</b> <a href="mailto:cliske@esri.com">cliske@esri.com</a>	<b>Phone:</b> (651) 454-0600 x8359
Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.		
<b><i>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</i></b>		



## ESRI QUOTATION TERMS AND CONDITIONS

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

---

---

All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Environmental Systems Research Institute, Inc. (Esri).

*To expedite your order, please reference the quotation number on your purchase order.*

### **ORDER PROCESS**

The order process is initiated when Esri receives an original purchase order or some form of advance payment. Several additional documents (e.g., Master License Agreement, credit application, Tax Exemption Certificate) may be required to complete the order process. Generally, the need for these documents varies by the type of software, data, web-enabled services, subscriptions, professional services or other products ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your marketing representative for assistance.

**IMPORTANT!** Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software or data on the correct media, or to initiate web-enabled services, subscriptions, or professional services. Please return them promptly to avoid unnecessary delays in shipping or delivery. Please return all documents to Esri Customer Service, or as otherwise directed.

Please show the following remittance address on your purchase order:

Esri, File No. 54630, Los Angeles, CA 90074-4630

### **ESRI LICENSE AGREEMENTS**

All Esri software, data, web-enabled services, and subscriptions offered in this quotation are commercial off-the-shelf items developed at private expense and subject to Esri commercial license terms. You may have a signed license agreement on file that covers this order. If so, please reference the license agreement number on your purchase order. Unless a signed license is on file with Esri, Esri software, data, web-enabled services and subscriptions are subject to the Esri License Agreement included with the deliverable item as an on-line or click-through agreement. A copy is enclosed. Certain software or data requires a Master License Agreement signed by both parties. Professional services agreements may also include license terms.

Some Esri software is copy protected with a software keycode or hardware key, and some software, data, web-enabled services or subscriptions require registration or a password. You will be given instructions to access the keycode, register, or obtain a password through the Esri website or by other means.

### **MAINTENANCE**

After expiration of any complimentary period of maintenance that may apply to the licensed software, Esri will quote maintenance payable annually in advance. A reinstatement fee applies when maintenance has lapsed.

### **DATA AND WEB SERVICES DISCLAIMER**

Data and Web Services may contain some nonconformities, defects, errors, or omissions. **THE DATA AND WEB SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.** Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that the data and Web Services will meet Licensee's needs or expectations, that the use of the data or Web Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on this data or Web Services, and Licensee should always verify actual data or Web Services.

### **DELIVERY**

FOB Redlands, CA, USA

**Software:** Allow thirty (30) days from Esri's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

**Hardware:** Manufacturer's terms apply. Lead times depend on make/models purchased.

**Note:** Standard delivery method is ground or two (2)-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other service is available for an additional fee (e.g., overnight delivery).

**PAYMENT TERMS**

Net thirty (30) days, on approved credit. Orders less than eight hundred dollars (\$800) require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

**TAXES**

This quote includes applicable sales or use taxes for the prices quoted as required by law. The tax amount may change depending on the time lapse between this quote and your order to us. Esri will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.



## IMPLEMENTATION SERVICES ADDENDUM FOR SERVICES PACKAGES

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

---

---

### 1. DEFINITIONS

**"Commercial Off-the-Shelf Software"** or **"COTS Software"** means all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.

**"Map Data"** means any digital dataset(s) including geographic, vector data, coordinates, raster, or associated tabular attributes supplied by either party for use in the performance of this Addendum.

**"Services"** means consulting support being performed by Esri on a time and materials basis in exchange for compensation from Customer.

**"Services Output"** means any work product produced by Esri as a result of Services provided under this Addendum. Services Output can include, but is not limited to, reports, training materials, and custom software code.

**"Services Package(s)"** means a predefined unit of Services provided at a firm fixed price, as stated in Esri's proposal.

### 2. OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Addendum, Esri owns and retains all rights, title, and interest in Services Output. Subject to the terms and conditions in this Addendum, Esri hereby grants to Customer a nonexclusive, royalty-free, worldwide license to use, modify, and/or reproduce Services Output in connection with Customer's authorized use of Esri's COTS Software.

### 3. PATENTS AND INVENTIONS

Esri and Customer shall retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors ("Inventors") during the term of this Addendum. Esri and Customer shall jointly own any Inventions made or conceived jointly by Inventors from both parties. Where Inventions are jointly owned, each joint owner shall share equally the costs of acquiring protection for the Inventions and furnish the other joint owner with assistance reasonably required for acquiring protection. Neither Esri nor Customer may license, transfer, or sell its interest in jointly owned Inventions without the written consent of the other party, which shall not be unreasonably withheld.

### 4. COMPENSATION

Services will be performed and invoiced on a firm fixed price basis, and the deliverable will be consultation time. Esri will invoice Customer for all Services Packages ordered upon receipt of a valid Customer Purchase Order/ordering document. The Purchase Order/ordering document will confirm the quantity and price of the Services Packages ordered, as described in Esri's proposal or quotation, and will reference Customer acceptance of this terms and conditions document. Esri standard payment terms are net 30 days from receipt of an Esri invoice. Payment shall be made to the Esri

address identified on the Esri invoice. For Services provided beyond the period of performance proposed or provided in a new calendar year, Esri reserves the right to increase the Services Package price in accordance with Esri's most current price schedule. Esri's obligation for completion of the Services proposed is limited to the hours outlined in the Services Package descriptions within Esri's statement of work. If additional time is required to complete Customer's goals or activities set forth in the applicable statement of work, Esri and Customer will amend the Purchase Order/ordering document, as mutually agreed, by increasing the quantity of Service Packages ordered and issuing a new or amended Purchase Order/ordering document. Esri may, at its sole discretion, stop work to avoid exceeding the total hours allotted in a specific Services Package. Unused labor hours or travel remaining after the performance of a Services Package will expire and not be available for performance at a later date. If funded Services Packages have not been performed within twelve (12) months of the Esri invoice date, the Services Package will expire, and no refund will be provided. Any amendment to the Purchase Order/ordering document to add Services Packages shall not affect the rights or obligations of the parties under this Addendum.

### 5. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

Esri warrants for a period of ninety (90) days from the date of performance that Services will conform substantially to the professional and technical standards of the software industry. If Services do not substantially conform to these standards, Customer may require Esri to reperform Services at no additional cost to Customer. Services Output is provided as is without warranty of any kind.

#### Disclaimer of Warranties

WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS AND THIS ADDENDUM EXPRESSLY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, ESRI DOES NOT WARRANT IN ANY WAY MAP DATA. MAP DATA MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET CUSTOMER'S NEEDS OR EXPECTATIONS. CUSTOMER SHOULD NOT RELY ON ANY MAP DATA UNLESS CUSTOMER HAS VERIFIED MAP DATA AGAINST ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

### 6. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

IN NO EVENT SHALL ESRI BE LIABLE TO CUSTOMER FOR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES;

INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS ADDENDUM, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ESRI'S TOTAL CUMULATIVE LIABILITY UNDER THIS ADDENDUM, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES UNDER THIS ADDENDUM FROM WHICH THE LIABILITY DIRECTLY AROSE.

## 7. CONFIDENTIALITY

Services Output is Esri confidential information, and Customer shall preserve and protect the confidentiality of Services Output. Customer agrees not to reverse engineer or decompile custom software delivered in object code, executable code, or similar formats (collectively, "Secure Formats"). For custom software delivered in source code or other human-readable formats, Customer shall have met its obligations under this Addendum if its disclosure of custom software is limited to custom software in Secure Formats, provided that the means for reverse engineering, decompiling, or disassembling the custom software is withheld from such disclosure, and the person or entity in receipt of the custom software similarly agrees not to perform the prohibited acts described above or allow others to do so.

Except as provided in the preceding paragraph, Customer shall not disclose Services Output to third parties without the advance written consent of Esri. Customer may make disclosures to Customer's employees to the extent reasonably required to allow Customer to use Services Output in a manner authorized under the applicable software licenses. Before disclosing all or any portion of Services Output to employees or third parties as permitted in the preceding sentence, Customer shall inform its employees or third parties of the obligations in this Addendum and obtain their agreement to be bound by them.

## 8. EXPORT CONTROLS

The disclosures permitted under Article 7, Confidentiality, shall not relieve Customer of its obligation to maintain Services Output in confidence and comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Customer expressly acknowledges and agrees not to export, reexport, transfer, or release Services Output, in whole or in part, to (i) any US embargoed country (or a national or resident of any US embargoed country); (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any US export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to US export laws.

## 9. GENERAL PROVISIONS

**9.1 Nonsolicitation.** Neither party will directly solicit for hire any employee of the other party who is associated with Services called for under this Addendum during, and for a period of one (1) year after, project completion. In the event this provision is breached,

liquidated damages equal to twelve (12) months of the employee's compensation, plus any legal expenses associated with the enforcement of this provision, shall be paid by the breaching party to the aggrieved party. The foregoing shall in no way restrict the parties from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

**9.2 Taxes.** Services are quoted exclusive of all state, local, value-added, or other taxes; customs; duties; or other charges (other than income taxes payable by Esri). In the event such taxes and/or charges become applicable to Esri's Services or Services Output, Customer shall pay the applicable tax upon receipt of written notice that it is due.

**9.3 UCC Inapplicability.** Services provided under this Addendum will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of UCC.

**9.4 Order of Precedence.** These terms and conditions will take precedence over any Customer terms and conditions included in Customer ordering or authorizing documents, such as purchase orders. Any additional terms or conditions in Customer ordering or authorizing documents will be void and may be incorporated into this Addendum only by written amendment signed by both parties.

**9.5 Equitable Relief.** Customer agrees that any breach of this Addendum by Customer may cause Esri irreparable damage. In the event of a breach, in addition to any and all remedies at law, Esri shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms without the requirement of posting a bond or undertaking or proving injury as a condition of relief.

**9.6 Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of the State of California without reference to its conflict of laws principles.

**9.7 Entire Agreement.** This Addendum is the sole and entire agreement of the parties for Services and supersedes any previous agreements, understandings, and arrangements (including any attached purchase order terms and conditions) between the parties relating to the subject matter.