



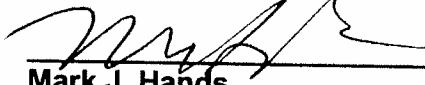
City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Jamie L. Rhee
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-0010 (FAX)
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

Date: April 14, 2010
To: Jamie L. Rhee
Chief Procurement Officer
From: 
Mark J. Hands
Managing Deputy Procurement Officer

Re: Non-Competitive Procurement Review Board
April 8th, 2010 Special Meeting

Description: Purchase proprietary software

Requisition No.: 49448
Specification No.: 85096
Requesting Department: DoIT

The Non-Competitive Procurement Review Board has reviewed the submittal from the Department of Information Technology (DoIT) dated March 25th, 2010. After reviewing the attached documentation, this request has been approved for a 3 year period for \$535,000.00 to purchase proprietary software from ESRI. This software supports updates to Police and OEMC Geographical Information Systems (GIS) programs.

The Non-Competitive Procurement Review Board conditionally approved this request 4-0. The Board asked that DoIT submit the following: 1) a new funding strip, 2) provide a current quote on vendor and letterhead for the entire three years, 3) resubmit corrected Justification Sheet, and 4) statement as to why M/WBE compliance is impractical. To date, these conditions have not been met.

Cc: Rich Butler



**CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES
ROOM 403, CITY HALL, 121 N. LASALLE STREET**

S. S. R. B.
 DATE 4-8-10
 APPROVED _____
 CONDITIONALLY APPROVED MSD
 RETURN TO DEPT. _____
 DISAPPROVED _____

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with ESRI for the product and/or services described herein.

(Name of Person or Firm)

This is a request for X (One-Time Contractor Requisition # _____, copy attached) or Term Agreement or Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" for all contracts within the _____ (Attach List)

(Program Name)

Pre-Assigned Specification No. _____
Pre-Assigned Contract No. _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: _____

Company of Agency Name: ESRI

Specification #: _____

Contract or Program Description: Software

Modification #: _____

Larry Hanson
Originator Name

(312) 744-4393
Telephone

[Signature]
Signature

Innovation Technology
Department

11/20/09
Date

Indicate **SEE ATTACHED** in each box below if additional space needed:

PROCUREMENT HISTORY:

The City of Chicago standardized its Geographical Information Systems (GIS) along the leading technical standard provided by ESRI in 2000. Annual term agreements allowed GIS users from all 50 departments to purchase the "ARC" suite of software as needed for several years. In 2003, GIS received approval from the Sole Source Board to engage ESRI for a contract. That negotiation continues today. The department pays annual maintenance through direct voucher. Recently the requisition number for the ESRI contract was cancelled.

We have a new negotiation team that has worked through the many issues between the parties. A new negotiated contract is the goal and a draft version for Law to review is weeks away.

ESRI continues to serve as the GIS platform throughout the City of Chicago. This new Master Purchasing Agreement provides a fresh software licensing list and will allow development to continue without loss of support. The scope of the agreement includes a pricing schedule for off-the-shelf software, technical customer support, online training credit pricing.

ESTIMATED COST:

During the term of the contract, the City plans on purchasing software as needed for the 20 plus departments that use the software including Police and OEMC. We will also pay a license maintenance fee that continues to grow annually as new software is purchased. Maintenance of existing City of Chicago software licenses in 2010 are expected to be \$178,039.73. DoIT has

plans to purchase additional server-side software this year for an additional \$40,000. Attached is the quote from ESRI for the aforementioned items for 2010 from DoIT. The City's overall purchase of desktop level software is trending down while server side software licenses will grow as City capacity needs to grow to meet the demand of public mapping websites. This commodity contract will not include training or services. The expenditure history is listed below.

Year	Software	Software Maintenance	Training
2000	165,500.47	40,690.00	58,970.00
2001	180,221.56	79,450.34	142,500.00
2002	243,903.00	118,835.00	88,945.00
2003	145,950.00	119,697.23	39,885.00
2004	66,000.00	142,763.00	35,000.00
2005	37,800	151,096.71	0
2006	0	168,317.13	0
2007	32,400	179,900.00	950
2008	0	157,705.02	0
2009	0	168,901.37	0
2010	40,000	178,039.73	0

Over the term of the planned contract the City expects to pay not more the \$2,000,000 in new purchases and maintenance fees.

☐ SCHEDULE REQUIREMENTS:

The term of the contract is three years with a single two year extension. ESRI is the GIS standard software for the City of Chicago and therefore the term of the relationship is a perpetual one. Until it becomes cost effective and logical to replace ESRI with another vendor without a lost of function the City is not contemplating trying to undertake such a task. This is a standard platform just like Oracle is the database standard for the City.

☐ EXCLUSIVE OR UNIQUE CAPABILITY:

The ArcGIS suite of products by ESRI is proprietary software. As noted this software has been used as a standard in the city for over 10 years. ESRI is the only reseller from where we can procure their full suite of software products. ESRI is the market-share leader in the GIS industry worldwide and has a vast network of third party vendors for development and support. ArcGIS is an integrated collection of GIS software products. It provides a standards-based platform for spatial analysis, data management, and mapping. ESRI solutions are enterprise based and provide excellent performance.

☐ OTHER:

ESRI is the market leader in GIS technology by a wide margin and the City has standardized on this platform. The breadth and depth of functionality that the ESRI software provides is unmatched by any other GIS software available. The ESRI GIS is a platform from which many custom applications have been developed for or by the City of Chicago creating another level of complicity to replacing this software. The effort to replace the system that is now standard for over 20 City of Chicago departments 4 sister agencies would include replacement of software and training that the City has already spent \$2.8 million on over the last ten years. The effort to replace ESRI would also include data conversion of over 500 layers many of them annotation layers which usually have to be edited manually. There are also ten years of aerial photography and seven different types of image documents being served up to departments and the public through ESRI technology. There are about 50,000 images using about 700 gigabytes of disk space. Custom tools at the desktop level developed for the Departments of Zoning, Buildings, Streets and Sanitation, Transportation and Business Affairs and Consumer Protection, would require redevelopment. Also almost 20 applications were developed on ESRI web server platform and would have to be replaced. The City would have to retrain over 100 users and around 5 system administrators and developers. An overall level of effort for the conversion would take an estimated two years cost an estimated \$3,000,000 and delay new projects for around two years.

APPROVED BY: [Signature]
DEPARTMENT HEAD OR DESIGNEE

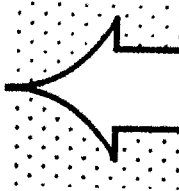
3/30/10
DATE

[Signature]
CHIEF PROCUREMENT OFFICER

[Signature]
44

[Signature] 4/19/10
BOARD CHAIRPERSON DATE

4/14/10
DATE OF APPROVAL





City of Chicago
Richard M. Daley, Mayor


Department of Innovation and
Technology

Hardik Bhatt
Chief Information Officer

Suite 2700
50 West Washington Street
Chicago, Illinois 60602
(312) 744-5844
(312) 744-9004 (FAX)
<http://www.cityofchicago.org>

Memo

To: Jamie Rhee
Chief Procurement Officer
Procurement Services

From: Hardik Bhatt 
Chief Information Officer

Date: March 25, 2010

Re: Sole Source Amendment Request of ESRI Contract

The Department of Innovation and Technology (DoIT) is negotiating a new contract with ESRI. The initial Requisition number 26536 issued by the Department of Procurement Services on March 24, 2006 was cancelled on September 11, 2008, due to the considerable time taken to negotiate the contract. DoIT is required to return to Sole Source to obtain permission to pursue this contract for proprietary software from ESRI.

Under the prior agreement, the MBE/WBE clause was waived as it was determined that it was impractical for direct participation of MBE/WBE vendor usage on this contract as ESRI products and services are designed, developed and delivered by internal staff members requiring specific skills. Additionally it is not practical to use indirect participation because as a global company, ESRI contracts nationally for goods and services that they require locally.

The contract is greatly needed by DoIT at this time to allow timely purchase of ESRI software by Departments such as Police and OEMC and the payment of annual maintenance fees for software support and updates.

Any additional questions in this regard should be directed to Larry Hanson 744-4393 or Judy Mims at 742-1817. Thank you.

cc:

Judy Mims/DoIT
Larry Hanson/DoIT



DPS PROJECT CHECKLIST

For DPS Use Only

IMPORTANT: ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR ROUTING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602, ATTENTION: CHIEF PROCUREMENT OFFICER.

Date Received

Date Returned

Date Accepted

CA/CN's Name

General Information:

Date: 3/30/10

Need by (estimated date):

Requisition No.: 49448

Contact Person:

Project Manager:

Specification No.: (if known) 85096

J. Mims

Larry Hanson

PO No.: (if known)

Telephone: -21817

Telephone: -7444393

Modification No.: (if known)

Fax: -21497

Fax: -21497

Previous PO No.: (if known)

Email: jmims@cityofchicago.org

Email: lhanson@cityofchicago.org

Project Description: sole sourced agreement with Environmental Systems Research Institute (ESRI) for GIS software licenses and maintenance

Funding:

City: Corporate Bond Enterprise Grant* Other:
State: IDOT/Transit IDOT/Highway Grant* Other:
Federal: FHWA FTA FAA Grant* Other:

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	\$ DOLLAR AMOUNT

*IF GRANT FUNDED, ATTACH COPY OF THE APPROVED GRANT AND APPLICATION AND ANY OTHER TERMS AND CONDITIONS OF FUNDING SOURCE THAT MAY APPLY. GRANT FUNDS MUST BE _____ COMMITTED OR _____ SPENT BY DEADLINE: _____ (DATE) Term Estimated Value \$0

Scope Statement:

Attached is a Detailed Scope of Services and/or Specification. E-mail softcopy in Microsoft Word to DPS Unit Manager

IMPORTANT:

THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

Purchase Order Type (Check All That Apply):

New Request

- Blanket/Term/DUR/Agreement
- Master Agreement (Task Order)
- Standard/One-Time Purchase

Forms

- Requisition
- Special Approvals
- Non-Competitive Review Board (NCRB)

Modification/Amendment

- Time Extension**
- Vendor Limit Increase
- Scope Change/Price Increase/Additional Line Item(s)
- Other (specify):

Contract Term: 3 yr w/2 extension options

** Requested Term (Number of Months):

Pre-Bid/Submittal Requirements:

- Mandatory Pre Bid/Submittal Conference? Yes* No
- Requesting Site Visit? Yes No

*If yes, explain reasons why mandatory attendance is necessary.

DPS PROJECT CHECKLIST

The following is a general description of what should be included in a Scope of Services or Specification:

A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

Required Attachments: Scope of Services, including location, description of project, services required, deliverables, and other information as required

Risk Management

Current Insurance Requirements prepared/approved by Risk Management:

Yes No

Will services be performed within 50 feet of CTA train or other railroad property?

Yes No

Will services be performed on or near a waterway?

Yes No

If applicable, Pre-Qualification Category No.

Category Description:

For Pre-Qualification Program, attach list of suggested firms to be solicited

Other Agency Concurrence Required: None State Federal Other _____

If Amendment request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents:

Yes No

Required Attachments:

Copy of Draft Contract Documents and Detailed Specifications

Risk Management:

Current Insurance Requirements prepared/approved by Risk Management:

Yes No

Will work be performed within 50 feet of CTA or ATS structure or property?

Yes No

Will work be performed airside?

Yes No

*NOTE: Any non-construction Aviation request, complete the applicable section.

Do bid documents contain Sensitive Security Information (SSI)?

Yes* No Redacted

*If yes, attach Confidentiality Statement

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

If Amendment request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

COMMODITIES SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the product, delivery location, user department contact, price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

Is this a Revenue Producing contract?

Yes No

If Modification request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

CONSTRUCTION SUPPLEMENTAL CHECKLIST

Required attachments:

Copy of Draft (80% Completion), Contract Documents and Detailed Specifications

Risk Management

Current Insurance Requirements prepared/approved by Risk Management:

Yes No

Will services be performed within 50 feet of CTA train or other railroad property?

Yes No

Will services be performed on or near a waterway?

Yes No

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

If Modification request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

If New Request (Check applicable boxes):

Is this a Request for Information (RFI)?

Yes No

Is this a Request for Qualifications (RFQ)?

Yes No

Is this a Request for Proposal (RFP)?

Yes No

If RFQ or RFP, did any outside Consultant provide advice or deliverables in developing the RFQ or RFP?

Yes* No

*If yes, Company Name: PO#

Attach a narrative explaining the consulting services and deliverables provided.

Is this a Non-Competitive Procurement?

Yes* No

*If yes, attach completed Non-Competitive Justification form, vendor proposal and completed MBE/WBE compliance plan (Schedules C-1 and D-1) submitted to the Non-Competitive Review Board.

Is this a request for Individual Contract Services?

Yes* No

*If yes and you seek a sole source contract to hire a person as a Consultant, attach completed Office of Compliance "Request for Individual Contract Services" approval form signed by Department Head, Office of Compliance & OBM.

Is this a Revenue Producing contract?

Yes No

Does this request involve the purchase of Software?

Yes* No

*If yes, is City required to sign a software license?

Yes* No

*If yes, attach descriptions of software and software license agreement.

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST (continued)

Required Attachments (IF RFP/RFQ OR SOLE SOURCE):

- Statement of Work (SOW), Deliverables or Scope of Services defined
- Does SOW involve any work in the public way? Yes* No
- *If yes, attach list of locations.
- Does SOW involve any public improvement to property that requires performance bond or prevailing wage? Yes* No
- *If yes, attach list of locations.
- Is City Council approval required? Yes No
- Project or Program Background Information
- Project Goals and Objectives
- Qualifications or Licenses/Certifications required for any disciplines
- Evaluation Criterion desired in RFP or RFQ
- Evaluation Committee (EC) members recommended. Attach list of names, titles and departments
- Technical and/or Functional Requirements, if applicable
- Cost Proposal/Schedule of Compensation structure (If Sole Source, over Contract Term by Milestone Deliverables)
- If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Attach Recommendation of **MBE/WBE/DBE Analysis Form** Yes No

If Amendment request, please verify and provide the following:

- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:

VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories
- Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)
- Delivery Location(s)
- Technical Literature
- Drawings, if any
- Part Number List (Manufacturer, or Dealer, or Other Source)
- Current Price List(s)/Catalog(s)
- Special Approval Form
- Exhibits and Attachments

Attach Recommendation of **MBE/WBE/DBE Analysis Form** Yes No

Is this a **Revenue Producing Contract**? Yes No

If Modification request, please verify and provide the following:

- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:

WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate
- If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Risk Management:

- Will services be performed within 50 feet (50') of CTA train or other railroad property? Yes No
- Will services be performed on or near a waterway? Yes No
- Will services require the handling of hazardous/bio-waste material? Yes No
- Will services require the blocking of streets or sidewalks which may affect public safety? Yes No

- Attach Recommendation of MBE/WBE/DBE Analysis Form Yes No
- Is this a Revenue Producing contract? Yes No

If Modification or Amendment request, please verify and provide the following:

- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:

Number	Description	Approval Status	Creation Date	Cumulative Total	Preparer	Cancelled	Closed	Type
49448	Sole Source Request for Environmental Systems Research Institute (ESRI)	Incomplete	30-MAR-2010 12:56:43	USD 0.00	MIMS, JUDITH A	<input type="checkbox"/>	<input type="checkbox"/>	Purchase

Requesting Org	Number	Line	Rev	Item	Description	Category	Quantity	UOM	Price	Amount	Tax Code
CITY OF CHICAGO - GR	49448	1			GIS Software	20556.	2000000	USD	0	0.00	

Requisition Distributions Summary (CITY OF CHICAGO - GRE)	Line	Distribution	Charge Account	Item	Description	Quantity	UOM	Price	Amount	Contract Line
	1	1	010.0100.0062005.0149		GIS Software	2000000	USD	0	0.00	

New Open



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
ESRI, 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

*To expedite your order, please attach a copy of
 this quotation to your purchase order.*

Quote is valid from: 02/02/2010 To: 05/03/2010

Quotation # 20361027

Date: February 2, 2010

Customer # 124025 Contract #

CITY OF CHICAGO
 INNOVATION & TECHNOLOGY DEPT
 50 W WASHINGTON ST
 CHICAGO, IL 60602

ATTENTION: LAWRENCE D HANSON
 PHONE: (312) 744-9479
 FAX: 312-744-6550

Material	Qty	Description	Unit Price	Total
109657	1	ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Standard Enterprise	20,000.00	20,000.00
110123	2	ArcGIS Server Image Extension Up to Four Cores License	10,000.00	20,000.00
111105	1	ArcGIS Server Image Extension 9.3.1 Installation Package	0.00	0.00
			Item Total:	40,000.00
			Subtotal:	40,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$40,000.00

The following items are optional items listed for your convenience.
 These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
110124	1	ArcGIS Server Image Extension Up to Four Cores Staging Server License	5,000.00	5,000.00

* 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.

Quoted By: Chad Anderson, (651) 454-0600 x8319
 Email: canderson@esri.com

Account Manager: Fred Kreutzfeldt Jr
 Email: fkreutzfeldt@esri.com

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

ANDERSONC

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # 20361027

Date: February 2, 2010

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
ESRI, Inc.

Customer # 124025 Contract #

880 Blue Gentian Rd, Ste 200
St. Paul, MN 55121-1596

CITY OF CHICAGO
INNOVATION & TECHNOLOGY DEPT
50 W WASHINGTON ST
CHICAGO, IL 60602

Phone: (651) 454-0600 Fax: (651) 454-0705
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

ATTENTION: LAWRENCE D HANSON
PHONE: (312) 744-9479
FAX: 312-744-6550

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 02/02/2010 To: 05/03/2010

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.

To expedite your order, either attach a copy of this quotation to your purchase order when it is remitted to ESRI, or sign below and return this quotation to indicate your acceptance. ESRI's address and fax number are provided on the first page of this quotation.

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.

Acceptance of this quotation is limited to the ESRI license agreement, quotation terms and conditions, and any other ESRI terms and conditions included with this quotation. Any additional or different terms in any purchase order are deemed rejected unless expressly accepted in writing and signed by ESRI. Notwithstanding, if the purchase order is placed under an existing signed agreement (e.g., Master Purchase Agreement), or under the GSA Federal Supply Schedule, then the purchase order shall identify such agreement on the face of the order and the terms and conditions of such agreement shall govern the subject matter of the purchase order.

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.

Quoted By: Chad Anderson, (651) 454-0600 x8319
Email: canderson@esri.com

Account Manager: Fred Kreutzfeldt Jr
Email: fkreutzfeldt@esri.com

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

ANDERSONC

This offer is limited to the terms and conditions incorporated and attached herein.



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, etc.) 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 Web site 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.

OPTIONAL MULTI-YEAR MAINTENANCE

For software and data with optional multiyear maintenance for a discounted fee, the discounted maintenance fees are in consideration of, and contingent upon, your commitment to the maintenance term you elect in your order. For such multiyear maintenance, you may cancel the maintenance upon ninety (90) days advanced written notice to ESRI Customer Service, subject to payment of fifty percent (50%) of the outstanding maintenance fees for the maintenance term initially ordered. No other refund or reduction for cancellation is available. If you are ordering multi-year maintenance, please indicate a billing option on your purchase order by selecting a statement as indicated below.

Option 1. If you are purchasing a product with multi-year maintenance terms and are issuing the purchase order for all years upfront, please include the following information on your purchase order: "**This PO is in acceptance of quote # _____ and covers the total amount for all years included in the multi-year maintenance term. ESRI may invoice the entire amount upon shipment.**"

Option 2. If you are purchasing a product with multi-year maintenance terms and are issuing the purchase order for the first year only, please include the following information on your purchase order (PO): "**This PO is in acceptance of quote #_____ . This order is for the initial year of the multi-year maintenance term. We agree to issue a PO for each subsequent year in a pro rata amount per year to be invoiced annually in advance.**"

Option 3: If you are purchasing a product with multi-year maintenance terms and are issuing the purchase order for all years upfront but want to be invoiced annually, please include the following information on your purchase order: "**This PO is in acceptance of quote #_____ and covers the total amount for all years included in the multi-year maintenance term. However, ESRI shall invoice annually in advance a pro rata amount for each year of the term.**"

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-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 \$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.



ESRI Inc
380 New York Street
REDLANDS CA 92373

SUBJECT: MAINTENANCE QUOTE

DATE: 02/17/2010
TO: Lawrence Hanson
ORGANIZATION: CITY OF CHICAGO
INNOVATION & TECHNOLOGY DEPT
FAX #: 312-896-1547 **PHONE #:** 312-744-4393
FROM: Laurie McGrath
FAX #: 909-793-4801 **PHONE #:** 888-377-4575 Ext. 1326
EMAIL: lmcgrath@esri.com

Number of pages transmitted
(including this cover sheet): 9

QUOTATION #25405348
DOCUMENT DATE: 01/21/2010

2/17/2010 REVISED - REMOVED TAXES.

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 about 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 terms and conditions, please visit http://www.esri.com/legal/pdfs/mla_e204_e300/english.pdf; for information about ESRI Server software, Developer software, or Web services terms and conditions, please visit <http://www.esri.com/legal/pdfs/mla.pdf>

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



ESRI

380 New York Street
REDLANDS, CA 92373
Phone: 888-377-45751326
Fax #: 909-793-4801

Quotation

Date: 01/21/2010

Quotation Number: 25405348

Send Purchase Orders To:

ESRI, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Laurie McGrath

Please include the following remittance address on your Purchase Order:

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

CITY OF CHICAGO
INNOVATION & TECHNOLOGY DEPT
DALEY CENTER RM 2700
50 W WASHINGTON ST
CHICAGO IL 60602

Attn: Lawrence Hanson
Customer Number: 124025

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

Item	Qty	Material#	Unit Price	Extended Price
10	3	52384 ArcInfo Concurrent Use Primary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	3,000.00	9,000.00
1010	20	52385 ArcInfo Concurrent Use Secondary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	1,200.00	24,000.00
2010	1	52396 ArcCOGO Floating Primary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	500.00	500.00
3010	2	52397 ArcCOGO Floating Secondary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	200.00	400.00
4010	3	86497 ArcEditor Concurrent Use Primary Maintenance Start Date: 04/13/2010	1,500.00	4,500.00

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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.

Issued By: Laurie McGrath **Ext:** 1326

[MCGRATHL]

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: 888-377-45751326
Fax #: 909-793-4801

Quotation

Page 2

Date: 01/21/2010 **Quotation Number:** 25405348

Item	Qty	Material#	Unit Price	Extended Price
End Date: 04/12/2011				
6010	19	86500 ArcEditor Concurrent Use Secondary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	1,200.00	22,800.00
7010	4	87194 ArcView Concurrent Use Primary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	700.00	2,800.00
8010	30	87195 ArcView Concurrent Use Secondary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	500.00	15,000.00
9010	1	87232 ArcGIS Spatial Analyst Concurrent Use Primary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	500.00	500.00
10010	5	87233 ArcGIS Spatial Analyst Concurrent Use Secondary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	200.00	1,000.00
11010	1	87198 ArcGIS 3D Analyst Concurrent Use Primary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	500.00	500.00
12010	8	87199 ArcGIS 3D Analyst Concurrent Use Secondary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	200.00	1,600.00
13010	1	87236 ArcGIS Geostatistical Analyst Concurrent Use Primary Maintenance	500.00	500.00

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Issued By: Laurie McGrath

Ext: 1326

(MCGRATHL)

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: 888-377-45751326
 Fax #: 909-793-4801

Quotation

Page 3

Date: 01/21/2010**Quotation Number:** 25405348

Item	Qty	Material#	Unit Price	Extended Price
		Start Date: 04/13/2010 End Date: 04/12/2011		
14010	1	98696 ArcGIS Publisher Concurrent Use Primary Maintenance Start Date: 01/01/2011 End Date: 04/12/2011	139.73	139.73
15010	2	98696 ArcGIS Publisher Concurrent Use Primary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	500.00	1,000.00
17010	7	87192 ArcView Single Use Primary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	400.00	2,800.00
18010	1	93094 ArcView with Extension Single Use Primary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	1,000.00	1,000.00
19010	68	87193 ArcView Single Use Secondary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	300.00	20,400.00
20010	2	93095 ArcView with Extension Single Use Secondary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	900.00	1,800.00
21010	1	98698 ArcGIS Maplex Concurrent Use Primary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	500.00	500.00
22010	1	98134	500.00	500.00

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Issued By: Laurie McGrath**Ext:** 1326

[MCGRATHL]

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: 888-377-4575/1326
 Fax #: 909-793-4801

Quotation

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Date: 01/21/2010**Quotation Number:** 25405348

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Data Interoperability Concurrent Use Primary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011		
23010	1	98135 ArcGIS Data Interoperability Concurrent Use Secondary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	200.00	200.00
24010	1	100571 ArcGIS Network Analyst Concurrent Use Primary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	500.00	500.00
25010	9	100572 ArcGIS Network Analyst Concurrent Use Secondary Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	200.00	1,800.00
30010	8	108582 ESRI Developer Network (EDN) Subscription Bundle Start Date: 04/13/2010 End Date: 04/12/2011	1,500.00	12,000.00
33010	4	109842 ArcGIS Server Standard Workgroup One Core Additional Migrated Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	500.00	2,000.00
34010	1	112504 ArcLogistics Single Use Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	1,600.00	1,600.00
35010	1	112894 ArcLogistics Tele Atlas North America (USA and Canada) Street Data Single Use Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	1,600.00	1,600.00

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Issued By: Laurie McGrath**Ext:** 1326

(MCGRATHL)

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: 888-377-4575/1326
 Fax #: 909-793-4801

Quotation

Page 5

Date: 01/21/2010**Quotation Number:** 25405348

Item	Qty	Material#	Unit Price	Extended Price
36010	1	114511 ArcPad Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	250.00	250.00
37010	1	109841 ArcGIS Server Advanced Enterprise Up to Four Cores Migrated Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	7,500.00	7,500.00
38010	1	109845 ArcGIS Server Standard Workgroup Up to Two Cores Migrated Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	1,000.00	1,000.00
39010	1	109864 ArcGIS Server Advanced Enterprise Up to Four Cores Migrated Staging Server Maintenance Start Date: 04/13/2010 End Date: 04/12/2011	3,750.00	3,750.00
40010	6	115680 ArcGIS Server Standard Enterprise Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes ArcGIS Server Basic Enterprise Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle	5,000.00	30,000.00
40020	6	109839 ArcGIS Server Standard Enterprise Up to Four Cores Migrated Maintenance Item equals \$12,000.00 of the bundled price. Start Date: 04/13/2010 End Date: 04/12/2011		
40030	6	109840 ArcGIS Server Basic Enterprise Up to Four Cores Migrated Maintenance Item equals \$18,000.00 of the bundled price. Start Date: 04/13/2010 End Date: 04/12/2011		

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Issued By: Laurie McGrath**Ext:** 1326

[MCGRATHL]

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: 888-377-45751326
Fax #: 909-793-4801

Quotation

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Date: 01/21/2010

Quotation Number: 25405348

Item	Qty	Material#	Unit Price	Extended Price
41010	1	115711 ArcGIS Server Standard Workgroup Up to Two Cores from ArcIMS 9.1 Migrated Maintenance Includes ArcGIS Server Basic Enterprise Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle	4,000.00	4,000.00
41020	1	109845 ArcGIS Server Standard Workgroup Up to Two Cores Migrated Maintenance Item equals \$1,000.00 of the bundled price. Start Date: 04/13/2010 End Date: 04/12/2011		
41030	1	109840 ArcGIS Server Basic Enterprise Up to Four Cores Migrated Maintenance Item equals \$3,000.00 of the bundled price. Start Date: 04/13/2010 End Date: 04/12/2011		
41040	1	107246 Web Based Training Virtual Campus One Year Extension Annual User License OPTIONAL Start Date: 04/13/2010 End Date: 04/12/2011	600.00	600.00
			Subtotal	178,039.73
			Estimated Tax	0.00
			Total	\$ 178,039.73

DUNS/CEC: 06-313-4175 CAGE: 0AM53

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Issued By: Laurie McGrath **Ext:** 1326

[MCGRATHL]

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: 888-377-45751326
Fax #: 909-793-4801

Quotation

Page 7

Date: 01/21/2010

Quotation Number: 25405348

Item	Qty	Material#	Unit Price	Extended Price
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*The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.*

8		99818	2,000.00	16,000.00
		Optional Developer Support for ESRI Developer Network (EDN) Subscribers Pack Quantity 10 Incidents		
8		99946	2,200.00	17,600.00
		ESRI Developer Network (EDN) Optional at ESRI Site 5 Days per Seat Instructor Led Training		

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Issued By: Laurie McGrath **Ext:** 1326

(MCGRATHL)

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: 888-377-4575/1326
Fax #: 909-793-4801

Quotation

Page 8

Date: 01/21/2010

Quotation Number: 25405348

Customer Number: 124025

Item	Qty	Material#	Unit Price	Extended Price
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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.

To expedite your order, either attach a copy of this quotation to your purchase order when it is remitted to ESRI, or sign below and return this quotation to indicate your acceptance. ESRI's address and fax number are provided on the first page of this quotation.

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.

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 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.

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.

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.

Signature of Authorized Representative

Date

Name (Please Print)

Title

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Issued By: Laurie McGrath

Ext: 1326

[MCGRATHL]

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

March 16, 2010

City of Chicago
Department of Procurement Services
City Hall, Room 403
121 North LaSalle Street
Chicago, IL 60602-1284

City of Chicago – Department of Innovation and Technology
50 West Washington Street
Chicago, IL 60602

Attention: Hardik Bhatt, Chief Information Officer

Reference: Master Purchase Agreement, Specification No. 45510, GIS Software Licenses

Subject: Minority Business Enterprises and Women-owned Business Enterprises - No Stated Goal

Dear Sirs:

This letter is in response to the request from the City of Chicago for Environmental Systems Research Institute, Inc. (ESRI) to utilize a minimum of 25% minority and 5% women-owned business (MBE/WBE) under the referenced contract. As you may know, ESRI's contract spans a five-year period and covers ESRI's proprietary Commercial Off the Shelf (COTS) software products. ESRI proposes the following MBE/WBE utilization plan:

As it relates to ESRI's proprietary COTS software, the ESRI software the City acquires and is licensed for their use under this contract is pre-developed by ESRI at ESRI's expense to ESRI internal specifications. It is also licensed to the general public. The software development is performed primarily in house and consequently there are no direct opportunities for subcontracting work as the COTS items have already been developed and released. Being based out-of-state, ESRI does not have the opportunities to utilize City of Chicago certified MBE/WBEs. Therefore, we are unable to state or agree to a goal under the referenced contract. By way of information, ESRI encourages the participation of small business, small disadvantaged business, women-owned small business, veteran-owned small business, service-disabled veteran owned business, and HUBZone small business concerns in our corporate purchasing activities. As a means of strengthening and developing our supplier community, we support federal policies that promote small business concerns having the maximum practicable opportunity to participate in purchase orders and subcontracts for materials, supplies and services consistent with effective and economic purchasing practices.

If our proposed MBE/WBE plan is satisfactory, please provide me with your written acceptance via my email address cjohnson@esri.com. If I can answer any questions, please let me know. I can be reached at 909-793-2853 ext. 1-2176.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Johnson". The signature is fluid and cursive, with a large, stylized "C" at the beginning.

Chris Johnson
Manager, Commercial and Government Contracts
Contracts and Legal Services
Environmental Systems Research Institute, Inc.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI)

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. the Applicant
OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____
OR

3. a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party: 380 NEW YORK ST
REDLANDS, CA 92373

C. Telephone: (909) 793-2853 Fax: (909) 793-5953 Email: INFO@ESRI.COM

D. Name of contact person: CHRIS JOHNSON

E. Federal Employer Identification No. (if you have one): 95-2775-732

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):
MPA MASTER PURCHASE AGREEMENT between City of Chicago

G. Which City agency or department is requesting this EDS? City wide through DoI & T

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # 45510 and Contract # _____

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:
- | | |
|---|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company* |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input checked="" type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture* |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

* Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:
 CALIFORNIA

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
JACK DANGERMOND	PRESIDENT
LAURA DANGERMOND	VICE PRESIDENT, SECRETARY
LOGAN HARDISON	ASSOCIATE DIRECTOR

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
N/A	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
<p>*"The Jack and Laura Dangermond Trust, October 7, 2000" owns 100% of the outstanding voting, equity, securities of Environmental Systems Research Institute, Inc., and Jack and Laura Dangermond are the sole trustees.</p>		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
None			

(Add sheets if necessary)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
 - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.
2. The certifications in subparts 2, 3 and 4 concern:
 - the Disclosing Party;
 - any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
 - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).
3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.
5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter

2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

None

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC. (ESRI)

Date: FEB 19 2010

(Print or type name of Disclosing Party)

By:

(sign here) *Laura Dangermond*

LAURA DANGERMOND

(Print or type name of person signing)

VICE PRESIDENT

(Print or type title of person signing)

Signed and sworn to before me on (date) _____, by _____,
at _____ County, _____ (state).

Please see attached

Notary Public.

Commission expires: _____.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

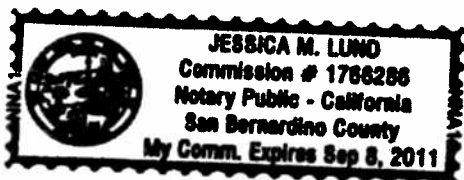
State of California }
County of San Bernardino } ss.

- See Attached Document (Notary to cross out lines 1-8 below)
- See Statement Below (Lines 1-7 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2

Subscribed and sworn to (or affirmed) before me this 19th day of February, 2010, by



- (1) LAURA DANGERMOND
- (2) _____

proved to me on the basis of satisfactory evidence to be the person(s) who appear before me.

Place Notary Seal above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer[s] Other than above: _____

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here