

Idaho Division of Purchasing

Amendment

Purchase Order Name	GIS 2020 - 2022
Contract Number	SBPO1218
Parties	State of Idaho Environmental Systems Research Institute, Inc.
This Amendment's Value	1,260,000.00 USD
Total Contract Value	11,885,000.00 USD
Start Date	4/1/2022 12:00 AM
End Date	3/31/2024 11:59 PM

Contract Manager: State of Idaho; patrick.murphy@adm.idaho.gov

Instructions

SBPO1218, GIS 2020 - 2022 (the "Contract") is amended as detailed in the attached executed amendment document. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein.

Note: The dollar amount listed in the contract Amendment pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Ms.Cindy Grande

+1 909-793-2853
acctrecv@esri.com

Bill To Address

As detailed in sourcing
event or contract
instructions

Ship To Address

As detailed in sourcing
event or contract
instructions

Payment Terms: Net 30

Signed By:

Patrick Murphy Digitally signed by Patrick Murphy
Date: 2022.03.31 11:41:13 -06'00'

Patrick Murphy Purchasing Officer

Date



State of Idaho
Department of Administration
Division of Purchasing

BRAD LITTLE
Governor
KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

March 29, 2022

Environmental Systems Research Institute, Inc.
Attn: Lennard Gorter

VIA ELECTRONIC TRANSMISSION
lgorter@esri.com

RE: Amendment of Contract SBPO1218, a Contract for Geographic Information System (GIS), for thevarious State of Idaho Agencies, Institutions, and Departments

Expiring March 31, 2022

The State of Idaho would like to amend and renew the above referenced contract for a period of Two (2) Years.

The contract renewal period is April 1, 2022 through March 31, 2024. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your renewal documents.

**On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. By agreeing to renew this contract, you certify as follows:

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

If the terms of this renewal letter are acceptable to your company, please sign below and return via mail, or e-mail ContractAdmin@adm.idaho.gov @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Patrick Murphy
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: Environmental Systems Research Institute, Inc.

Name & Title (Printed): Timothy Brazeal Manager, Commercial and Government Contracts

Signature: 

Date: March 29th, 2022

Idaho Division of Purchasing

Name & Title (Printed): Patrick Murphy - Purchasing Officer

Signature: Patrick Murphy Digitally signed by Patrick Murphy
Date: 2022.03.30 06:42:28 -06'00'

Date: _____

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO1218

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	



State of Idaho
Department of Administration
Division of Purchasing

BRAD LITTLE
Governor
KEITH REYNOLDS
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VALERIE BOLLINGER
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650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

Contract SBPO1218
Contract for Geographic Information Systems
(GIS), for the various State of Idaho Agencies,
Institutions, and Departments

Acknowledgment of Idaho State House Bill 220

Environmental Systems Research Institute, Inc.

“Contractor”

Acknowledges the following by signing below:

Disclosure of Abortion Related Matters. The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the “Act”) and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

Acknowledged by (Print Name): Timothy Brazeal

Title: Manager, Commercial & Government Contracts

Signature:

Date: March 29th, 2022

Amendment No. 3
SBPO1218 Geographic Information Systems (GIS)

Parties: State of Idaho Division of Purchasing "DOP"
and
Environmental Systems Research Institute, Inc. "Contractor"

Recitals:

- A. The Parties entered into a Contract for Geographic Information Systems (GIS) with a start date of 01/07/2005 and end date of 01/06/2007 (SBPO1218).
- B. The contract has been renewed multiple times, 1/7/2007 – 1/06/08, 1/07/08 – 1/31/08, 2/01/08 – 1/06/09, 2/01/09 – 1/31/2010, 2/01/10 – 1/31/2011, 2/02/2011 – 1/31/2012, 2/01/12 – 1/31/15, 2/1/15 – 1/31/18, 2/1/18 – 3/31/18, 4/1/18 – 3/31/20, and 4/1/20 – 3/31/22.
- C. Amendment No. 1 was issued 1/29/2008 to amend Article 3, Attachment A, Attachment B, pages C-1 and C-2, Attachment E, and Attachment F of the Terms and Conditions and to extend the contract from 1/7/09 – 1/31/09.
- D. Amendment No. 2 was issued 2/01/2015 to make an administrative change to Amendment 7 Master purchase Agreement No 2004MPA285 and to add \$1,500,000.00 to the contract.
- E. The Parties would like to renew the contract starting 4/1/2022 and expiring 3/31/2024. This will align the contract with the Sole Source Authorization (SSA) 17043 expiration date.
- F. The Parties are requesting to revise language in the existing agreement.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The parties agree to renew the contract starting 04/01/2022 and expiring 03/31/2024.
- 2. Add the following changes to the Master Agreement No. 325147 ("Master Agreement"):

REVISE SECTION 9.0 ESRI ENTERPRISE ADVANTAGE PROGRAM to ADVANTAGE PROGRAM

Revise the following definitions to Section 9.1 DEFINITIONS:

- a. "Activity Description" means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate.
- b. "Authorized Contact" means the Customer point of contact for Advantage Program identified below.
- c. "Advantage Program" means either Advantage Program as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.

- d. "Learning and Services Credits" means a contracted unit of exchange that Customer may use in exchange for Professional Services, Training, PSS, EMCS, or related travel expenses as described below.
 - e. " Advisor" means an Esri consultant assigned to work with Customer to provide Professional Services comprising advising on GIS strategies, facilitating annual account planning, and developing and coordinating a collaborative technical work plan under Advantage Program.
3. Delete the Delete Section 9.2 EEAP Description and replace it with the following:

9.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and EMCS that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. Advisor. Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
 - b. Annual Planning Meeting. A 1-day annual planning meeting is included.
 - c. Work Plan. A collaboratively developed document designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
 - d. Learning and Services Credits. Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, EMCS or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to the Authorized Contact.
 - e. Technology Webcast. Esri will provide an email invitation to the Authorized Contact for a webcast presenting business and technical information related to enterprise GIS.
 - f. No Project Services. The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.
4. Remove "EEAP" from Section Header 9.3 Authorized EEAP Contact Information

9.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact

5. Revise Section 9.4 to the following:

Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program Term.

6. Revise Section 9.5 of the Master Agreement to the following:

Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use the Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin performance and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

7. Revise the following clauses in Section 9.6 of the Master Agreement as follows:

Number of anticipated requests—The number request is made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the EMCS Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.

8. Revise Section 9.7 of the Master Agreement in its entirety and replace with the following:

Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and per diem will be determined in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <https://www.gsa.gov/>. Customer will use Learning and Services Credits for travel and per diem expenses.

9. Revise Section 9.9 of the Master Agreement to the following:

Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to review and approval by Esri to ensure alignment with the intent of the program.

10. Revise the following clause in Section 9.10 of the Master Agreement as follows:

Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Technical Advisor services upon receipt of Customer's order.

11. Revise Section 9.11 of the Master Agreement as follows:

Termination and Expiration. Upon termination or expiration of an Advantage Program subscription

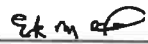
- a. Services will end as of the expiration or termination date stated;

- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from their purchase date or termination of this Agreement, whichever comes first.
- 12. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect. All of the terms herein will have the same meaning as specifically defined otherwise in this Second Amendment.
- 13. This Amendment is effective upon the date of the last signature. In no event will this Amendment be effective until executed by DOP.

NOW THEREFORE, the Parties have entered into this Amendment Three (3) effective as of the date signed by DOP.

Division of Purchasing
Digitally signed by Patrick
Murphy
Date: 2022.03.31 10:39:10
-06'00'

Patrick Murphy, Purchasing Officer

Environmental Systems Research Institute, Inc.


Erick Ariel (Mar 31, 2022 09:31 PDT)
Erick Ariel, Manager Commercial
& Government Contracts

Date: _____

Date: Mar 31, 2022

DOP use only:

SSA# 1704302

Request for Sole Source Authorization (SSA) Division of Purchasing (DOP)

Email Completed Request Form to DOP at purchasing@adm.idaho.gov

- New Request (Answer Questions 1-5)
- Request to Renew SSA#17043 (Answer Questions 6-8)
(Check this box to request an additional term for the same goods/services)
- Request to Amend SSA# (Answer Questions 9-10)
(Check this box to request a change to the goods/services, term, or other conditions of the SSA)

Agency Purchasing Representative (Name):	Cheryl Dearborn
E-mail/Phone:	Cheryl.dearborn@its.idaho.gov / (208) 605-4055
Name of Agency:	177 – Information Technology Services (ITS)
Request for the Purchase of:	Esri Software Suite of Products
Requested Supplier (vendor name):	Esri
Cost Estimate (attach quote):	To make the suite of products available to agencies

Desired Term: Start Date: 2/1/2023 to End Date: 3/31/2024
(For one-time purchases, please enter a one-year term from the date on which you wish to place the order)

Do you anticipate the need for renewals? Yes No

Sole Source History (renewals and amendments):

Provide a history of the sole source including: SSA number, date issued, term, cost, and brief description for original SSA and each renewal/amendment; and total value to date. See SSA Instructions for examples.

The most recent sole source authorization was approved by the Division of Purchasing on 9/15/2017. The Esri platform has been used for over 30 years by the State of Idaho.

*SBPO1218 (All eligible political subdivisions or public agencies) / **SBPO1295 (Higher Education GIS)

IDAPA 38.05.01.045 provides that *sole source purchase shall be used only if a requirement is reasonably available from a single supplier.*

NEW REQUESTS (complete #1-5)

1. Describe the Product or Service.

N/A

2. Describe your Agency's Business Need for the requested product or service.

N/A

3. Justification: Check each box that applies and attach required documentation.

<input type="checkbox"/>	Sole source provider of a licensed or patented good or service (attach provider's letter)
<input type="checkbox"/>	Sole manufacturer AND distributor (attach manufacturer's letter)
<input type="checkbox"/>	Sole provider of factory-authorized/warranty service (attach provider's letter)
<input type="checkbox"/>	Sole provider of items that are compatible with existing equipment, systems, programs, etc.
N/A	Other (attach description and justification)

4. Describe what makes this Product or Service unique.

N/A

5. Provide a list of other suppliers contacted and describe the method for determining that there are no other possible suppliers.

N/A

REQUEST TO RENEW (complete #6-8)

Note: each agency seeking authorization to renew a current SSA must conduct a business/financial analysis every 5 years, at a minimum, documenting estimated costs (as well as other factors) related to maintaining the current provider versus switching/migrating to a new provider/alternative solution, if one is available.

6. Confirm your Agency's continuing Business Needs.

ESRI's GIS platform has become, over the years, the de facto standard for GIS throughout Idaho. At the current time, all of the state government agencies who have and use GIS in the course of carrying out their missions use the ESRI platform and systems for analytics and visualization of geospatial data. Similarly, 43 of 44 counties use ESRI products for their GIS needs, along with many cities and tribal nations in Idaho as well.

As the system and platform of choice, a significant amount of work and development of ESRI analytics and visualization products have been integrated into public facing web systems. The vast majority of geospatial data is stored in proprietary formats and use generally accepted international standards developed by ESRI.

Changing to another GIS platform would require years of work and the efforts of hundreds of people in order to migrate to a different, less recognized product. ESRI has become the standard for GIS across the globe and in Idaho and is crucial to the State.

7. Justification: Check each box that applies and attach required documentation.

X	Sole source provider of a licensed or patented good or service (attach provider's letter)
<input type="checkbox"/>	Sole manufacturer AND distributor (attach manufacturer's letter)
<input type="checkbox"/>	Sole provider of factory-authorized/warranty service (attach provider's letter)
X	Sole provider of items that are compatible with existing equipment, systems, programs, etc.
<input type="checkbox"/>	Other (attach description and justification)

8. Describe the steps taken to confirm that the product/service continues to qualify as a sole source; include a list of suppliers contacted.

Wikipedia (<https://en.wikipedia.org/wiki/List>) of geographic information systems software) lists GIS software and systems options that are currently available. This list shows the different products that are really only individual components of a fully capable and integrated GIS system. This means that to get the full scope and interoperability currently realized by ESRI products, the state would have to separately purchase and manually integrate many of the products listed on the Wikipedia page. This would require RFPs for each product need with no guarantees that all the parts would integrate into a viable platform. A recent test and proof of concept with QGIS, Google, and

OpenStreetMap has demonstrated the complexity and confusion of trying to integrate different disparate components that were not made to work together as the ESRI products have.

REQUEST TO AMEND (complete #9-10)

9. Describe (with specificity) the requested modifications to the scope of work, product requirements, cost or other proposed changes to your current SSA.

N/A

10. Describe your Agency's business need for the requested modifications.

N/A

