

**BEFORE THE METRO CONTRACT REVIEW BOARD**

FOR THE PURPOSE OF APPROVING A ) RESOLUTION NO. 94-1966  
CONTRACT AMENDMENT FOR PURCHASE OF ) Introduced by Rena Cusma  
COMPUTER SOFTWARE FOR USE BY METRO'S ) Executive Officer  
REGIONAL LAND INFORMATION SYSTEM

WHEREAS, Metro has a geographic information system (GIS), covering the Portland metropolitan area, for the purpose of serving the information needs of its planning functions, member jurisdictions, citizenry, and the business community; and

WHEREAS, the contract with its software vendor, Environmental Science Research Institute (ESRI), included price discounts for volume purchase to Metro and its member jurisdictions; and

WHEREAS, this amendment offers greater discounts for Metro and its members based on the number of active Arc/Info licenses they collectively own; now, therefore,

BE IT RESOLVED,

That the Contract Review Board of Metro hereby approves the amended contract with ESRI in Exhibit A.

ADOPTED by the Metro Contract Review Board this 11th day of August, 1994.

  
Ed Washington, Deputy Presiding Officer



Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373  
(909) 793-2853

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Amendment No. 2  
to  
Public Contract No. P9032  
between  
METRO (formerly the Metropolitan Service District)  
and  
Environmental Systems Research Institute, Inc. (ESRI)

WHEREAS, the parties have completed that portion of the contract that dealt exclusively with a turnkey system; and

WHEREAS, the parties agree to continue to use the provisions established for a master purchase agreement; and

WHEREAS, the terms and conditions of the master purchase agreement need to be amended to offer the current discounted prices to those groups having RLIS Member Status (e.g., agencies, universities, utility companies, and local governments).

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

ARTICLE I—Scope of Work, is deleted and replaced by:

"ESRI shall perform the work and/or deliver to METRO any goods and services listed under Article XVI, which shall be of good quality and in accordance with the terms of the licenses provided in Attachments A-G."

ARTICLE II—Term of Contract, is changed to read:

"Master Purchase Agreement (MPA) Requirements and Terms of Payment

- a. METRO shall order and compensate ESRI for goods, services, and/or work performed as described under Article XVI. METRO shall not be responsible for payment of any materials, expenses, or costs other than those that are specifically ordered.
- b. Nonappropriation of Funds, Limitation
  - b.1 Financial obligations of METRO payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted; or otherwise made available. If funds are not appropriated or otherwise available, this Agreement may be terminated.
  - b.2 METRO or its RLIS members do not guarantee to purchase any certain amount under this Agreement.



c. Included Parties (Member Status)

c.1 Government jurisdictions in the Portland metropolitan areas (dues paying to METRO) will be participating in the Regional Land Information System (RLIS). Services have been purchased to support these members and other key cooperators in the RLIS (e.g., utility companies). A list of members is included below.

**RLIS Membership Roster**

<b>Cities of:</b>	<b>Counties of:</b>	<b>Key Cooperators:</b>	<b>Gov. Agencies:</b>
Beaverton	Clackamas	Portland General	Port of Portland
Cornelius	Clark	Electric Co.	Tri-Met
Durham	Multnomah	Northwest Natural	Clark County IRC
Fairview	Washington	Gas	Washington
			Consolidated
			Communications
			Agency
Forest Grove			
Gladstone			
Gresham			
Happy Valley			
Hillsboro			
Johnson City			
King City			
Lake Oswego			
Maywood Park			
Milwaukie			
Oregon City			
Portland			
Rivergrove			
Sherwood			
Tigard			
Troutdale			
Tualatin			
West Linn			
Wilsonville			
Wood Village			

c.2 ESRI will accept orders and furnished software, related materials, and services specified herein to RLIS members under the same terms and conditions and at the same price when METRO's contract number and the ESRI license number are entered on each of the number's purchase orders. Absence of these identifying numbers on the order will require the order to be amended to include same. All prices are exclusive of any taxes and should taxes be required to be collected, ESRI will bill the member. METRO is excluded from any responsibility in such actions with these entities and shall be held harmless and not a party to any such procurement, licensing, or other actions as a result of this paragraph.



d. Orders

- d.1 Written purchase orders will be provided to ESRI or your ESRI marketing representative based on the fees specified in the attachments. Normally the purchase order will be processed directly to ESRI, but for ArcCAD®, ArcView® for Windows/Macintosh, or PC ARC/INFO® software, the purchase order may also be processed through an authorized ESRI Distributor/Dealer. In the absence of an ESRI Distributor/Dealer, the order may be sent to ESRI in Redlands or to the applicable ESRI Regional Office.

METRO or their RLIS members (separately) are requested to confirm software discount pricing level, hardware pricing, and model availability with ESRI prior to placement of a purchase order. METRO will make payment directly to ESRI under the terms of this Agreement except for ArcCAD, ArcView for Windows/Macintosh, or PC ARC/INFO software purchased through an ESRI Distributor/Dealer.

- d.2 All purchase orders shall incorporate by reference the terms and conditions of this Master Purchase Agreement and the ARC/INFO Workstation Software License Agreement. Attachment D, Form 1 and Form 2, must be completed and accompany all purchase orders for UNIX-based software to ensure delivery of the correct software.
- d.3 The purchase order shall indicate the site that will act as the Primary Support Site for the software ordered, unless Primary Support is being ordered in the current purchase order. Software Support must be obtained in the following ratio: for Floating Licenses, one Primary Support subscription for up to nine (9) Secondary Support subscriptions; for Node-Locked 3-Paks, one Primary Support subscription for up to nine (9) 3-Pak Secondary Support subscriptions (see Attachment E, ARC/INFO User Support Policy Terms).

The following information shall also be included in each purchase order:

1. Place of delivery
2. Purchase order number
3. Date delivery is requested (minimum thirty [30] days after receipt of order)
4. ESRI Master Purchase contract number
5. Primary site for maintenance if primary maintenance is not ordered
6. Quantity, description, and unit price

e. Pricing

ESRI will provide the software specified in Attachment A at the prices specified. One initial license at full list price is required in each category before the software discounts specified in this Agreement can be implemented for that category.

Hardware purchases will be accomplished in accordance with procedures in Attachment B. ESRI is subject to hardware vendors' price fluctuations; however,



METRO shall be provided a firm quote for hardware valid for sixty (60) to ninety (90) days upon written request.

ESRI will provide the services as specified in Attachment C at current list price.

New software, services, or reduced prices may be added by supplements to the attachments by formal notice by ESRI. Prices stated are exclusive of shipping, installation, and tax unless otherwise specified.

f. Terms of Compensation

f.1 Software will be invoiced 50 percent (50%) upon delivery and 50 percent (50%) upon installation and acceptance by METRO or user agency when installed by ESRI; when self-installed by METRO or user agency, acceptance is considered to have occurred ten (10) working days after delivery and acceptance is then automatic unless arranged otherwise by mutual written agreement of the parties.

Hardware will be invoiced 100 percent (100%) upon delivery and installation. Installation is considered to have occurred within ten (10) working days of delivery unless arranged otherwise by mutual written agreement of the parties.

f.2 Software installation and training services will be invoiced upon their completion. The discounted software license fees listed in Attachment A include secondary support for the first year. If primary support is desired or required, the difference between primary and secondary support fees shall be paid in advance with the initial order.

f.3 ESRI will invoice each ordering agency following the above identified events. METRO and participating agencies agree to pay each invoice in full within twenty (20) days of receipt of invoice."

ARTICLE III—Contract Sum and Terms of Payment. The terms have been changed to read as follows:

"Article III—Reserved."

ARTICLE V—Termination, Cancellation. The terms have been replaced to read as follows:

- "a. This Agreement may be terminated by either party upon forty-five (45) days' written notice. Should the notice specify termination for cause, the recipient of the notice shall have fifteen (15) days in which to correct any defect in performance. On termination of this Agreement, all accounts and payments will be processed according to financial arrangements set forth herein for performance rendered to the date of termination.
- b. Purchase orders, other than for the initial purchase, may be terminated by METRO in whole or in part, upon forty-five (45) days' written notice to ESRI. There will be no cancellation charge for terminated software purchases unless the software has been delivered. In this case the cancellation will require METRO payment of return shipping costs. METRO has the right to terminate hardware purchases forty-five (45)



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days prior to scheduled delivery without cost. After hardware delivery or within forty-five (45) days of scheduled delivery, termination of the hardware purchase is subject to a manufacturer cancellation charge not to exceed 35 percent (35%) of hardware list price."

**ARTICLE VI—Insurance.** The terms have been changed to read as follows:

"ESRI shall purchase and maintain, at ESRI's expense, the following types of insurance covering ESRI, its employees and agents.

- a. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.
- b. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. METRO, its elected officials, departments, employees, and agents shall be added as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover ESRI's operations under this contract, whether such operations be by ESRI or by any subcontractor or anyone directly or indirectly employed by either of them.

ESRI shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this contract or twenty-four (24) hours before services under this contract commence, whichever date is earlier.

ESRI shall not be required to provide the liability insurance described in this Article if an express exclusion relieving ESRI of this requirement is contained in the Scope of Work."

**ARTICLE VII—Public Contracts.** The terms have been changed to read as follows:

"All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that ESRI and all employers working under this Agreement are subject employers that will comply with ORS 656.017, as required by 1989 Oregon Laws, Chapter 684."

**ARTICLE IX—Quality of Goods and Services,** is deleted in its entirety. (Guarantees and warranties are covered under the terms of the licenses.) Replaced with:

"Article IX—Reserved"



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ARTICLE XII—Right to Withhold Payments (p. 7), is deleted in its entirety. (Payment is generally tied to product acceptance.) Replace with:

"Article XII (p. 8)—Safety"

ARTICLE XIII—Integration of Contract Documents, is replaced by:

"Article XIII—The Entire Document"

This Amendment Number 2 represents the entire agreement between METRO and ESRI and supersedes all prior negotiations, representations, or agreements, either written or oral. This MPA may be further amended only by written instrument signed by both METRO and ESRI. The law of the State of Oregon shall govern the construction and interpretation of this contract.

ARTICLE XV—Added.

"Article XV—Notice

Unless otherwise provided, all notices will be sent by regular United States mail, telex, telegram, or telecopy to the addresses as follows:

METRO

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Telex: \_\_\_\_\_  
 Fax: \_\_\_\_\_

ESRI

Contract Manager  
 Environmental Systems Research Institute, Inc.  
 380 New York Street  
 Redlands, California 92373  
 Phone: (909) 793-2853  
 Telex: 910 332 1317  
 Fax: (909) 307-3020"

ARTICLE XVI—ATTACHMENTS

The following attachments (dated 4/4/94) are incorporated into this Agreement and replace any previous attachments, exhibits, tables, or enclosures:

- Attachment A—ESRI Software License Fees—Domestic
- ARC/INFO Workstation Software Fees
  - PC ARC/INFO Software Fees

Attachment B—Hardware Purchases

Attachment C—ESRI Services



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**Attachment D—ESRI Software Licenses**

- **ARC/INFO License**
  - Form 1 and Form 2
- **Addendum 1—Reserved**
- **Addendum 2**
  - Addendum 2-A—ESRI ArcView Version 1 License Agreement
  - Addendum 2-B—ESRI ArcUSA/ArcWorld License Agreement
  - Addendum 2-C—ESRI ArcScene USA Tour License Agreement  
 (Requires signature and completion of Attachment D, Form 1 and Form 2)
- **Addendum 3—ARC/INFO Software Development Libraries License**  
 (Requires signature and completion of Attachment D, Form 1 and Form 2)

**Attachment E—ESRI User Support Policy**

**Attachment F—Shipping and Handling Costs for Classes A–F**

**Attachment G—Rent-a-Tech Rate Schedule"**

**METRO**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ENVIRONMENTAL SYSTEMS  
 RESEARCH INSTITUTE, INC.  
 (ESRI)**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



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**ATTACHMENT A  
ESRI SOFTWARE LICENSE FEES  
DOMESTIC  
ARC/INFO SOFTWARE PRODUCTS**

These software license discounts are offered to METRO and its identified qualified agencies.

**A.1 Prices**

These discounts shall remain in effect for two (2) years from the date both parties have signed this Agreement and then shall be adjusted according to the mutual consent of the METRO and ESRI. In the interim, supplemental prices will be provided for additional Central Processing Units (CPUs) and software packages as they are released.

Primary support is included for the first year on workstation multi-user node-locked licenses and for workstation single-user floating licenses installed on various CPUs. ARC/INFO® software is programmed to operate with unique workstation CPUs and operating systems. These workstation CPUs may be referred to as Platforms in this and other ESRI documents.

Ninety (90) days of primary support is included on PC ARC/INFO® licenses.

After the first year, primary support is the only option for sites with only one (1) ARC/INFO license.

Primary support sites that have more than one ARC/INFO license and have at least one current primary subscription can purchase up to nine (9) secondary support subscriptions at a reduced price in conjunction with each primary support subscription. Full details of support requirements are included as Attachment E hereto.

METRO may purchase additional ESRI software under the pricing schedule identified in Attachment A. Quantity discount is to be determined based on total number of copies purchased, cumulated from beginning of contract under this Agreement.

Except as stated above for the first license purchased, discounted software license fees include secondary support for the first year. If primary support is desired or required, it should be ordered with each initial order, and the additional amount due will be the difference between primary and secondary support fees. Installation, training, additional copies of documentation, and other materials and services are available at list prices or at ESRI's then-current rates, whichever is greater. There is no installation or training with these prices (see Attachment C—ESRI Services).

**A.2 Discount Conditions**

The discounted software license prices in this Agreement are based on the following conditions:

- a. No separate benchmarks or demonstrations of the software may be required for orders.

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ARC/INFO and PC ARC/INFO are registered trademarks of Environmental Systems Research Institute, Inc.

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- b. Orders do not require an extensive proposal, preparation of a competitive bid, preparation of a turnkey proposal including hardware, or extensive negotiations or demonstrations.
- c. No new software or applications procedures are being developed for these licenses.
- d. This discount is not applicable to commercial or private agencies other than those listed on page 2.
- e. For each secondary site within each ordering entity, each must pay the required annual maintenance fee for at least one copy of each software product licensed (ARC/INFO, NETWORK, TIN, etc.) by each CPU category (minicomputer, workstation, and PC) and manufacturer (Prime, Sun, etc.) in order to obtain software maintenance and update service.
- f. The Primary Support Site shall support no more than nine (9) Secondary Floating Seats or nine (9) secondary Node-Locked 3-Pak units.
- g. Users who have purchased a Node-Locked 3-Pak may purchase their first Floating Seat at the second-copy discount rate.
- h. When calculating Floating Seat quantity discounts, Node-Locked 3-Paks and Floating Seats each count separately.
- i. There is no quantity discount on the Node-Locked 3-Pak for users who have purchased a Floating Seat. These users must purchase their first Node-Locked 3-Pak at the first-copy rate.
- j. Quantity discounts are cumulative for the life of the Agreement.

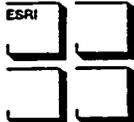
### A.3 Software License Pricing

#### a. Floating and Node-Locked License Pricing

All supported UNIX, VMS, and certain Sun Solaris platforms may operate within the following floating and node-locked environment.

You may use the Software and Related Materials regulated by the License Manager for your internal use on as many Central Processing Units (CPUs) as you have licensed Floating or Node-Locked Seats.

License No.	Floating Seats		3-Pak No.	Node-Locked 3-Paks	
	ARC/INFO	Extensions		ARC/INFO	Extensions
1st ea.	\$18,000.00	\$2,550.00 ea.	1st	\$25,000.00	\$5,100.00
2-10 ea.	9,900.00 ea.	1,400.00 ea.	Add'l	16,250.00 ea.	3,300.00
11-25	8,100.00 ea.	1,150.00 ea.			
26+	7,100.00 ea.	1,150.00 ea.			



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Shipping Fees: See Attachment F  
 User Guides: One set of User Guides is provided for each Floating Seat and Node-Locked 3-Pak purchased  
 Delivery: Within sixty (60) days of receipt of order, signed license, and Client Information Profile

- Additional Software Installation Kits are available separately (see A.4 for pricing). ARC/INFO workstation releases include "on-line" documentation.
- Node-Locked ARC/INFO 3-Paks may be used with Node-Locked or Floating Extension products.
- Node-Locked Extension 3-Paks must all be of the same type (e.g., 3 TIN). 3-Paks cannot be comprised of different extensions (i.e., 1 TIN, 2 NETWORK).

**b. ArcView**

	<u>List Price</u>	<u>Shipping/Handling</u>
Workstation ArcView Version 1	\$995 ea.	(See Attach. F)
PC ArcView Version 1	495 ea.	

- Limited ninety (90) day Material and Workmanship Warranty on Software Media and Documentation.
- ArcView Version 1 has no software support service. Product updates, if any, will require payment of a fee.

**c. ArcCAD (PC)**

List Price  
 \$3,995

- Includes ArcView Version 1 for Windows.
- Limited ninety (90) day Software, Material, and Workmanship Warranty on Software, Software Media, and Documentation.
- ArcCAD has no software support service.

**d. ArcSdl (ARC/INFO Software Development Library)**

	<u>List Price</u>
ArcSdl Single-User License	\$10,000.00

- ArcSdl provides a significant portion of ARC/INFO proprietary information and, therefore, there are requirements on the licensee for pre-disclosure of use and other information by way of technical discussions. After disclosure discussions, acceptance of the order and delivery will be at the sole option of ESRI. The prospective licensee shall contact ESRI Marketing, if an order for ArcSdl is planned to be initiated, to commence above procedures and to avoid delay in processing.
- This software is available for workstation platforms but not for PC platforms. The Software is subject to terms and conditions of the ArcSdl License, Attachment D— Addendum 3 to the ARC/INFO Software License Agreement, and is included herein with Attachment D licenses.



- The pricing includes five (5) days of training at ESRI in Redlands and software delivery is at completion of training.
- Support for ArcSdl is described in Attachment C.

#### A.4 Software Installation Kit

Each kit sells for \$400. A separate kit is required for each platform possessing a different operating system. There are no quantity discounts.

#### A.5 Installation

See Attachment C.

#### A.6 Domestic PC ARC/INFO 3.4D<sup>(1)</sup>

##### a. PC Module Prices

	<u>1-5</u>	<u>6-19</u>	<u>20 or more</u>	<u>Shipping/ Handling</u>
All Six PC ARC/INFO 3.4D Modules	\$5,395	\$4,795	\$4,195	
Five-Module Bundle (no NETWORK)	4,495	3,995	3,495	
STARTER KIT & ARC PLOT Bundle	2,065	1,835	1,605	
PC ARC/INFO STARTER KIT	1,345	1,195	1,045	
PC DATA CONVERSION	900	800	700	(See Attach. F)
PC OVERLAY	900	800	700	
PC ARC PLOT	900	800	700	
PC ARCEdit	900	800	700	
PC NETWORK	900	800	700	
(dBASE module not included)				

##### b. PC Training Videos and Workbooks

	<u>List Price</u>	<u>Shipping/Handling</u>
PC ARC/INFO STARTER KIT	\$100	
PC OVERLAY	100	
PC ARC PLOT	100	(See Attach. F)
PC ARCEdit	100	
PC NETWORK	100	

##### c. Quantity Discounts

The customer must purchase the same product in quantity to qualify for these discounts. For example, a customer who purchases five ARC PLOTs and three OVERLAYs on one Purchase Order would not obtain the quantity 6-19 discount. Similarly, a customer who purchases four Five-Module Bundles would not be able to claim the twenty-module discount. Discounts do not apply to maintenance, training materials, sales tax, or shipping.

#### PC ARC/INFO NOTES:

<sup>(1)</sup> Includes ninety (90) days of primary maintenance starting fifteen (15) days from date shipped.



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## **ATTACHMENT B HARDWARE PURCHASES**

### **B.1 Hardware Purchases**

ESRI is a value-added hardware reseller. As such, ESRI is restricted from selling hardware to any user who does not purchase ESRI® software. METRO acknowledges ESRI's representations in this regard.

ESRI shall provide hardware prices by written quotation prior to issue of an order. METRO's order will be issued prior to start of any work.

### **B.2 ESRI Installation of Workstation and/or Peripheral Equipment**

ESRI, or its designee, shall install all equipment ordered under this Agreement in METRO's designated office within 120 days (if possible); depending on vendor inventory/delivery schedules. Installation dates may be changed by mutual consent of ESRI and METRO. This installation shall include the successful interfacing and testing of equipment according to standard procedures associated with each manufactured item of the system. The unpacking and placement of equipment shall be the joint responsibility of the equipment vendor and METRO, with ESRI providing coordinative support.

### **B.3**

During the installation period, ESRI shall coordinate with the hardware vendor to guide METRO's system administrator on the installation and administration of the new hardware system as it relates to the operation of ARC/INFO® and related ESRI software. As the two parties work together on systems installation tasks, the systems administrator will be guided through key procedures needed to install and administer ARC/INFO and related software on the equipment. The following will be covered:

- Starting up the system and individual devices and shutting them down in an orderly fashion
- Checking disk space availability, obtaining files and directory listings, setting up accounts and permission/access rights, and creating workspaces for the software
- Loading and/or restoring files on tape
- Modifying user line and terminal settings where necessary

### **B.4 Deliverables**

- Hardware system as ordered
- Interfaced ESRI software and hardware, as applicable

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ARC/INFO is a registered trademark of Environmental Systems Research Institute, Inc.

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- Vendor Performance (Acceptance) tests
- Assistance in familiarization with operation of hardware (ESRI and hardware vendor, as applicable)

## **B.5 Responsibilities**

- a. METRO shall designate a person to act as system administrator who will learn the procedures for system installation, operation, maintenance coordination, and problem identification.
- b. METRO shall, at its own expense, prepare the designated site in accordance with specifications and communications with a member of ESRI's staff. These preparations shall include installation of appropriate electrical wiring, air conditioning, heating, humidity control, lighting, and space for hardware components.
- c. ESRI shall coordinate the shipping, insurance, and delivery of the various hardware components, including communication with METRO regarding appropriate logistics.
- d. METRO shall provide appropriate insurance coverage for the equipment after delivery.
- e. ESRI shall provide an on-site specialist to interface the various hardware components, coordinate with the hardware vendor representatives in performing the various acceptance testing of each equipment component, and familiarize the users in use of the hardware.

## **B.6 Acceptance of Equipment**

Unless otherwise agreed to in writing, acceptance of equipment shall occur when the hardware vendor, ESRI, and METRO jointly verify that the equipment is installed and is operating in accordance with the manufacturer's published specifications.

## **B.7 Manufacturer's Warranty and Infringement Indemnity**

The hardware warranty and infringement indemnity flow through from each respective manufacturer to the client user.



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## ATTACHMENT C ESRI SERVICES

### C.1 ESRI Software Installation

Upon receipt of a Purchase Order for software installation, ESRI shall successfully install and test all software ordered under this Agreement. ESRI is responsible for the interfacing of additional hardware only if such items are identified in the current ESRI® documentation and are fully operational on the date of ESRI software installation.

ESRI technical personnel will work on-site with assigned METRO staff who will be familiarized in maintaining and supporting the software systems installed.

#### Deliverables

- ESRI software installed and tested on the specified computer system.
- Orientation of METRO technical personnel in installation and maintenance of software.

#### Responsibilities

- a. METRO will provide the completed Registered Client Information Form and Configuration Form to ESRI (see Attachment D, Form 1 and Form 2). Workstation software cannot be shipped until this information is received at ESRI in Redlands, California.
- b. METRO shall provide technical staff, as needed, including the METRO system administrator, to work with ESRI staff, install software, and learn basic maintenance and management procedures for software. If software is to be installed on or interfaced to METRO equipment not furnished by ESRI, METRO technical staff shall participate in the software installation and shall provide assistance in interfacing ESRI-supplied software with METRO's computer operating system and METRO's peripheral devices; METRO technical staff shall be available during training to assist with operating system adjustments, minor bug fixes, and so forth. METRO shall provide system administrator-level access to ESRI on its computer system and provide requested user accounts required for software installation.

#### Acceptance of Software

When on-site installation is ordered and subsequently provided by ESRI, software shall be accepted by each METRO ordering party when ESRI and the party jointly agree in writing that the modules are operational according to the current published specifications as demonstrated by completion of the ARC/INFO Installation Summary and Functionality Test. Where self-installation occurs by each ordering party, acceptance shall occur within fifteen (15) days of shipment.

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## Fees

On-site installation is available at \$2,500 for a single workstation, \$3,500 for multiple workstations at the same site, not to exceed two (2) days on-site. Each physical site is considered to be a separate installation. All travel and per diem expenses are included. Please consult with ESRI for scheduling details.

## **C.2 ESRI Software Training**

When ordered, ESRI shall train users in the operation of the software programs installed.

The training program will be conducted at the offices of the ordering party or another mutually agreed convenient location. For each on-site course, METRO shall select no more than ten (10) of its staff for training. ESRI shall present a general overview of each program and have each student use each program to solve a problem from a previously distributed problem set. The introductory course extends over a period of five (5) class days.

In addition, training is available at the Redlands Learning Center and Regional Office locations throughout the United States. Contact should be made with the ESRI Learning Center, (909) 793-2853, extension 1585, for other course offerings, site availability, schedule, and registration information.

## Deliverables

- Users trained in use of ESRI software.
- One set of course materials for each trainee.

## Responsibilities

- a. ESRI shall provide all training materials and a trainer for conducting the courses.
- b. For training at METRO facilities, METRO shall provide a classroom equipped with large tables comparable to drafting tables, chalkboard, movable seats, terminals, and computer time adequate to process various student jobs. Students should be able to leave their materials in the classroom after the day's training.

Training may be purchased either on-site or at ESRI for standard fees in accordance with current ESRI policy.

## **C.3 Rent-a-Tech**

Rent-a-Tech<sup>SM</sup> services are contracted by way of a quote and purchase order (including applicable terms) process on a time-and-materials basis. Attachment G provides the description of staffing and hourly labor rates that currently apply. Information and arrangements are available from the Rent-a-Tech program manager at (909) 793-2853, extension 1746.

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#### **C.4 Software Support Description and Conditions**

Primary and Secondary Support Options are available and described on the next page and in Attachment E.

Additional conditions and other important information is provided below.

- a. Any Secondary Support Site can be upgraded to a Primary Site by paying the difference in the fee between the Primary and Secondary Support fees.
- b. Secondary Support Service is provided through the Primary Support User (i.e., all calls regarding user questions are made to the Primary Support User, not to ESRI) and updates are provided to the Primary Support User.
- c. Sites pay an annual support fee based upon the total number of seats of each type they have licensed. If a site adds additional seats, they will pay a prorated support fee for the new seat(s) when the next support renewal comes up. This will keep all seats on the same renewal schedule and allow ESRI to invoice each customer only once per year.
- d. Floating and Node-Locked Seats are considered separate products and are counted separately when calculating Software Support fees. Node-Locked Seats are billed by the number of 3-Paks, not seats.
- e. Every tenth Floating Seat (e.g., 1st, 11th, 21st) and every tenth Node-Locked 3-Pak (e.g., 1st, 11th, 21st) is a Primary Seat and will receive software and documentation updates and telephone technical support contacts. Documentation and Software Installation Kits purchased independently will require separate updates.
- f. Software Support fees are due and payable annually in advance. If prohibited from paying in advance, contact ESRI for fee amounts for payment quarterly in arrears. In arrears fees include additional administration and handling charges.
- g. ArcView®, ArcCAD®, and ArcData<sup>SM</sup> software have no software support service.

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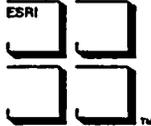
**ESRI User Support Options  
(U.S. only)**

Software Support/Updates User Category	Cost/ Annual Fee	Phone Support	Electronic Mail	User Conference	News- letter	Software Update Kit	Documenta- tion Update Kit	Period Covered by Initial License Fee	Technical Notes	Special Notes
Multi-User Primary (Node-Locked 3-Pak)	See Attach. C	Unlimited	Yes	2 Slots	Yes	Yes	1 Copy	12 Months	Yes	
Multi-User Secondary (Node-Locked 3-Pak)	See Attach. C	None	No	0	Yes	Yes	1 Copy	12 Months	No	<ul style="list-style-type: none"> <li>•Requires one or more primary licenses.</li> <li>•Phone support through primary maintenance site only.</li> </ul>
Single-User Primary (Floating Seat)	See Attach. C	50 Calls per Year	Yes	1 Slot	Yes	Yes	1 Copy	12 Months	Yes	
Single-User Secondary (Floating Seat)	See Attach. C	None	No	0	Yes	Yes	1 Copy	12 Months	No	<ul style="list-style-type: none"> <li>•Only one software update kit is delivered for each extra CPU type <sup>(1)</sup>.</li> <li>•Requires at least one primary support (single- or multi-user).</li> </ul>

ArcSdl (No Secondary)	See Attach. C	Yes	No	0	No	Yes	On-line	12 Months	No	<ul style="list-style-type: none"> <li>•Training—5 Days for one person at Redlands.</li> <li>•Software delivered after training.</li> </ul>
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PC Software—Primary	See Attach. C	40 Calls per Year	No	0	Yes	Yes	1 Copy	3 Months	Yes	
PC Software—Secondary	See Attach. C	None	No	0	Yes	Yes	1 Copy	3 Months	Yes	<ul style="list-style-type: none"> <li>•Requires one or more PC support primary licenses.</li> </ul>

(1) An extra CPU type is defined as any CPU requiring a different version of the software (i.e., a Sun-3 is different from a Sun-4, and a Sun-4 is different from a DG AViiON).



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### C.5 Domestic Floating and Node-Locked Support Fees

a. Seat	Floating Seats		3-Pak No.	Node-Locked 3-Paks	
	ARC/INFO	Extensions	Primary	ARC/INFO	Extensions
Primary 1, 11, 21 & on FS	\$3,000.00	\$500.00	1st, 3-Pak, 11th, 21st, & on 3-Pak	\$4,000.00	\$1,100.00
Secondary 2-10, 12-20, 22-30 & on FS	\$1,200.00 ea.	\$200.00 ea.	Secondary 2-10, 12-20 22-30, & on 3-Pak	\$1,600.00 ea.	\$440.00 ea.

### b. ArcSdl Single-User Support Fee

\$1,100.00 per year

### c. PC ARC/INFO Primary and Secondary Support

	Starter Kit	Network
Primary	\$1,000	\$250
Secondary	400	100

### C.6 In Arrears Fee Schedule

DOMESTIC NON-UNIX PLATFORMS  
 CPU CLASS TABLE AND SOFTWARE SUPPORT TABLE  
 CURRENT ESRI MULTI-USER PRIMARY SUPPORT OPTIONS

CLASS	IN ADVANCE		IN ARREARS	
	ARC/INFO	TIN, NETWORK, COGO	ARC/INFO	TIN, NETWORK, COGO
3	\$ 4,000	\$1,100 each	\$ 4,480	\$1,232 each
4	5,500	1,100 each	6,160	1,232 each
5	6,800	1,100 each	7,616	1,232 each
6	8,500	1,100 each	9,520	1,232 each
7	10,000	1,100 each	11,200	1,232 each
8	11,200	1,100 each	12,544	1,232 each
9	16,000	2,300 each	17,920	2,576 each
10	23,000	2,700 each	25,760	3,024 each
11	25,000	3,100 each	28,000	3,472 each

CURRENT ESRI MULTI-USER SECONDARY SUPPORT OPTIONS

CLASS	IN ADVANCE		IN ARREARS	
	ARC/INFO	TIN, NETWORK, COGO	ARC/INFO	TIN, NETWORK, COGO
3	\$1,600	\$440 each	\$ 1,792	\$ 493 each
4	2,200	440 each	2,464	493 each
5	2,720	440 each	3,046	493 each
6	3,400	440 each	3,808	493 each
7	4,000	440 each	4,480	493 each
8	4,480	440 each	5,018	493 each
9	6,400	920 each	7,168	1,030 each
10	9,200	1,080 each	10,304	1,210 each
11	10,000	1,240 each	11,200	1,389 each



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**SINGLE-USER FLOATING WORKSTATION  
 CURRENT PRIMARY AND SECONDARY SUPPORT OPTIONS**

TYPE SUPPORT	IN ADVANCE		IN ARREARS	
	ARC/INFO	TIN, NETWORK, COGO	ARC/INFO	TIN, NETWORK, COGO
Primary	\$3,000	\$500 each	\$3,360	\$560 each
Secondary	1,200	200 each	1,344	224 each

**MULTI-USER NODE-LOCKED 3-PAK  
 CURRENT PRIMARY AND SECONDARY SUPPORT OPTIONS**

SUPPORT	IN ADVANCE		IN ARREARS	
	ARC/INFO	TIN, NETWORK, COGO	ARC/INFO	TIN, NETWORK, COGO
Primary	\$4,000	\$1,100	\$4,480	\$1,232
Secondary	1,600	440	1,792	492

**PC ARC/INFO  
 CURRENT PRIMARY AND SECONDARY SUPPORT OPTIONS**

SUPPORT	IN ADVANCE		IN ARREARS	
	STARTER KIT	NETWORK	STARTER KIT	NETWORK
Primary	\$1,000	\$250	\$1,120	\$280
Secondary	400	100	448	112



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- Attachment D—Form 1: Registered Client Information
- Attachment D—Form 2: Licensed Configuration—Workstation

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

\_\_\_\_\_  
 (Licensee)  
 By: \_\_\_\_\_  
     Authorized Signature  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

ENVIRONMENTAL SYSTEMS  
 RESEARCH INSTITUTE, INC.  
 (ESRI)  
 By: \_\_\_\_\_  
     Authorized Signature  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



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**ATTACHMENT D—Form 1  
 Registered Client Information**

**Client Name:**

Metro

**Primary Contact:**

Dick Bolen

**Mailing Address:**

600 NE Grand Avenue

Portland, OR 97232-2736

Telephone No.: (503) 797-1582

Fax No.: (503) 797-1794

**Bill To:**

Karen Thackston

**Address:**

600 NE Grand Avenue

Portland, OR 97232-2736

**Note: This will be assumed to be a taxable transaction unless the following documentation is provided upon execution of this license:**

1. Direct Pay Certification No. \_\_\_\_\_ and a copy of the applicable state documentation, or
2. A copy of your Tax Exemption Certificate.

**Ship Original Software To:**

Terry Allan

**Address:**

600 NE Grand Avenue

Portland, OR 97232-2736

**Peripherals Currently Used as Part of GIS System (check only if used):**

<u>Manufacturer</u>	<u>Plotter</u>	<u>Printer</u>	<u>Digitizer</u>
CalComp	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tektronix	<input type="checkbox"/>	<input type="checkbox"/>	
Raster Graphics	<input type="checkbox"/>		
Versatec	<input type="checkbox"/>		
Other <u>HP</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Client's Contract Administrator's Name:**

Karen Thackston

**Address:**

600 NE Grand Avenue

Portland, OR 97232-2736

Telephone No.: (503) 797-1590

Fax No.: (503) 797-1794



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**ATTACHMENT D—Form 2  
 Licensed Configuration—Workstation**

**Base CPU and CPU Operating System**

Make/Model: \_\_\_\_\_ Operating System: AOS/VMS UNIX ULTRIX VMS  
 Serial #: \_\_\_\_\_ Other (Specify) \_\_\_\_\_  
 Media Type Required: CD-ROM (Circle One)  
 DAT Tape (HP only) OS Version \_\_\_\_\_

Site (End User) Technical Contact Name:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Installation Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Licensed Software—Workstation Show Single-Seat(s),**

Software Licensed	Floating License (Quantity)	Maintenance/ User Support		Node Locked (3-Pak) (Quantity)	Maintenance/ User Support	
		Pri.	Sec.		Pri.	Sec.
ARC/INFO						
ARC/INFO NETWORK						
ARC/INFO TIN						
ARC/INFO COGO						
ARC/INFO GRID						
ArcView			N/A			



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## Attachment D, Addendum 1

Reserved



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**Term:** The license granted by this Agreement is for a term of three (3) years, which will be automatically renewed for subsequent three (3) year terms subject to ESRI's then current policies. The Agreement will automatically terminate without notice if Licensee fails to comply with any provision of this Agreement. Licensee will then return to ESRI the Database and Related Materials. The parties hereby agree that all provisions which operate to protect the rights of ESRI shall remain in force should breach occur.

**Limited Warranty:** ESRI warrants that the media upon which the Database is provided and documentation will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt. The Database itself is excluded from the warranty, and the Licensee acknowledges that the Database may contain some nonconformities, defects, or errors. ESRI does not warrant that the Database will meet Licensee's needs or expectations, that the use of the Database will be uninterrupted, or that all nonconformities can or will be corrected. ESRI is not inviting reliance on this data, and the Licensee should always verify actual data.

**THE DATABASE IS PROVIDED "AS-IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE DATABASE AND RELATED MATERIALS.**

**Exclusive Remedy and Limitation of Liability:** During the warranty period, ESRI's entire liability and Licensee's exclusive remedy shall be the return of the license fee paid for the Database and Related Materials in accordance with ESRI Customer Service policy that do not meet ESRI's Limited Warranty and which are returned to ESRI or its Authorized Distributor with a copy of Licensee's receipt. ESRI shall not be liable for indirect, special, incidental, or consequential damages related to Licensee's use of the Database and Related Materials, even if ESRI is advised of the possibility of such damage.

**Waivers:** No failure or delay by ESRI in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by ESRI.

**Order for Precedence:** Any conflict between the terms of this Agreement and any FAR, DFAR, Purchase Order, or other terms shall be resolved in favor of the terms expressed in this Agreement, subject to the Government's minimum rights unless agreed otherwise.

**U.S. Government Limited Rights:** Use, duplication, and disclosure by the Government is subject to FAR §52.227-14 (JUN 1987) or DFARS §252.227-7013 (OCT 1988), as applicable. Contractor/Manufacturer is Environmental Systems Research Institute, Inc., 380 New York Street, Redlands, CA 92373 USA. The U.S. Federal Government may engage Third Party support service contractors provided that such contractors acknowledge the terms of this Agreement in writing through a nondisclosure agreement with the U.S. Federal Government regarding the Database and Related Materials.

**Distribution Rights for Derived Digital Products**

At ESRI's option, ESRI may grant a separate license agreement, on a redistribution fee or royalty fee basis, with users who wish to obtain distribution rights for derived or other value-added digital products in ARC/INFO compatible formats based on the ArcUSA or ArcWorld databases. Please address your written inquiries to the ArcData Program Manager, Environmental Systems Research Institute, Inc., 380 New York Street, Redlands, CA 92373 USA.

This Agreement is governed by the laws of the United States of America and the State of California. The parties agree that this constitutes the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto.

ArcUSA and ArcWorld are trademarks of Environmental Systems Research Institute, Inc.



Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373  
(909) 793-2853

## Attachment D, Addendum 2-C ESRI ArcScene USA Tour License Agreement

This is a license agreement and not an agreement for sale. This is a license agreement between the end user (Licensee) and Environmental Systems Research Institute, Inc. (ESRI). This License Agreement (Agreement) gives you certain limited rights to use the proprietary ESRI® ArcScene™ USA Tour Database and Related Materials (Database and Related Materials). All rights not specifically granted in this Agreement are reserved to ESRI.

**Reservation of Ownership and Grant of License:** ESRI and Earth Observation Satellite Company (EOSAT) retain exclusive ownership of the copy of the Database and Related Materials licensed under this Agreement and, hereby, grant to Licensee a personal, nonexclusive, nontransferable license to use the Database and Related Materials based on the terms and conditions of this Agreement. Licensee agrees to use reasonable effort to protect the Database and Related Materials from unauthorized use, reproduction, distribution, or publication.

**Copyright:** The Database and Related Materials are owned by ESRI and EOSAT and are protected by United States copyright laws and applicable international copyright treaties and/or conventions.

**Proprietary Rights:** Licensee acknowledges that the Database and Related Materials contain proprietary and confidential property of ESRI and EOSAT. All published hard-copy renditions of the Database, any portion of the Database, or derived versions of the Database shall include a statement acknowledging Environmental Systems Research Institute, Inc., or Earth Observation Satellite Company as the source(s) of the portion of the Database that is displayed, printed, or plotted.

### Permitted Uses:

- **LICENSEE HAS LICENSED A SINGLE-USER VERSION OF ArcScene USA Tour:** One and only one concurrent user within your organization may use the Database and Related Materials on a stand-alone computer or on a terminal linked to a multi-user network.
- Licensee may modify the Database and merge other data sets with the Database for Licensee's own internal use. The portions of the Database that are merged with other data sets will continue to be subject to the terms and conditions of this Agreement.
- Licensee may install the Database or portions of the Database onto permanent storage devices for access by a user or users within your organization.
- Licensee may make only one copy of the original Database for archival purposes unless the right to make additional copies is granted to Licensee in writing by ESRI.
- Licensee may sell, market, or otherwise distribute published hard-copy renditions of the Database or portions of the Database, provided that Licensee acknowledges ESRI and EOSAT's proprietary rights in the Database.

### Uses Not Permitted:

- Licensee may not sell, rent, lease, sublicense, lend, assign, time-share, or transfer, in whole or in part, or provide unlicensed third parties access to the Database, Related Materials, any updates, or Licensee's rights under this Agreement.
- Licensee may not remarket or distribute the Database or any derived Database product in digital form to unlicensed third parties.
- Licensee may not make additional copies of the documentation.
- Licensee may not remove or obscure any copyright, proprietary, or trademark notices.

**Term:** The license granted by this Agreement is for a term of three (3) years, which will be automatically renewed for subsequent three (3) year terms subject to ESRI's then current policies. The Agreement will automatically terminate without notice if Licensee fails to comply with any provision of this Agreement. Licensee will then return to ESRI the Database and Related Materials. The parties hereby agree that all provisions which operate to protect the rights of ESRI and EOSAT shall remain in force should breach occur.

**Limited Warranty:** ESRI warrants that the media upon which the Database is provided and documentation will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt. The Database itself is excluded from the warranty, and the Licensee acknowledges that the Database may contain some nonconformities, defects, or errors. ESRI and EOSAT do not warrant that the Database will meet Licensee's needs or expectations, that the use of the Database will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and EOSAT are not inviting reliance on these data, and the Licensee should always verify actual data.

**THE DATABASE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE DATABASE AND RELATED MATERIALS.**

**Exclusive Remedy and Limitation of Liability:** During the warranty period, ESRI and/or EOSAT's entire liability and Licensee's exclusive remedy, under any theory of law, shall be the return of the license fee paid for the Database and Related Materials in accordance with ESRI Customer Service policy that do not meet ESRI's Limited Warranty and which are returned to ESRI or its Authorized Distributor with a copy of Licensee's receipt. ESRI and/or EOSAT shall not be liable for indirect, special, incidental, or consequential damages related to Licensee's use of the Database and Related Materials, even if ESRI and/or EOSAT are advised of the possibility of such damage.

**Waivers:** No failure or delay by ESRI and/or EOSAT in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by ESRI and/or EOSAT.

**Order of Precedence:** Any conflict between the terms of this Agreement and any FAR, DFAR, Purchase Order, or other terms shall be resolved in favor of the terms expressed in this Agreement, subject to the Government's minimum rights unless agreed otherwise.

**U.S. Government Limited Rights:** Use, duplication, and disclosure by the Government is subject to FAR §52.227-14 (JUN 1987) or DFARS §252.227-7013 (OCT 1988), as applicable. Contractor/Manufacturer is Environmental Systems Research Institute, Inc., 380 New York Street, Redlands, CA 92373 USA.

**Governing Law:** This Agreement is governed by the laws of the United States of America and the State of California.

**Entire Agreement:** The parties agree that this constitutes the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto.

ESRI is the company name and a registered trademark of Environmental Systems Research Institute, Inc.  
ArcScene is a trademark of Environmental Systems Research Institute, Inc.



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Redlands, CA 92373  
(909) 793-2853

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**ATTACHMENT D—Addendum 3**  
**ARC/INFO Software Development Libraries License**  
**Addendum to ESRI Software License Agreement No. \_\_\_\_\_**

Licensee has read and understands the terms stated below, and by the signature below agrees that they are incorporated by this Addendum into ESRI Software License Agreement No. \_\_\_\_\_.

1. The ARC/INFO Software Development Libraries (ArcSdl™), containing object code and some selected source code files, and ArcBrowser™ on-line documentation, hereinafter referred to as "Software and/or On-Line Documentation," constitute both trade secret technology and proprietary information of Environmental Systems Research Institute, Inc. (ESRI), and are provided under restricted license terms in addition to those terms previously agreed to in ESRI Software License Agreement.

2. License Provisions:

Except for authorized backup, Software and/or associated On-Line Documentation may not be copied, nor may any other individual, organization, corporation, or government entity obtain access to them.

Licensee agrees it shall not attempt to decompile, disassemble, or reverse engineer the Software, or make any attempt to unlock or bypass the License Manager system used.

Licensee agrees that the Software, and any modifications to it or programs created from it, will be used by Licensee only on the computer system that is licensed for use with ARC/INFO® software. If Licensee is a commercial developer, Licensee may distribute executable software developed from or based upon the Software, but only to licensed users of ARC/INFO software.

Licensee agrees that any new programs, routines, or software shall not be produced, marketed, licensed, or sold for purposes of competition with ESRI in the GIS software marketplace. The skills, techniques, and knowledge learned from the use of the ESRI® Software and On-Line Documentation will not be used in commercial products that are competitive to ESRI's ARC/INFO family of GIS software.

All rights not specifically granted are reserved for ESRI.

3. Licensee agrees to instruct each employee who has access to this Software and/or On-Line Documentation as to the above terms and to establish reasonable protective measures to implement these terms.
4. User support for the Software and On-Line Documentation is available for an annual fee.

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ArcSdl and ArcBrowser are trademarks of Environmental Systems Research Institute, Inc.  
ARC/INFO and ESRI are registered trademarks of Environmental Systems Research Institute, Inc.



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 380 New York Street  
 Redlands, CA 92373  
 (909) 793-2853

All other terms and conditions from the ESRI Software License Agreement are incorporated herein by reference and constitute the sole and entire agreement of the parties as to the matter set forth herein and supersede any previous agreements, understandings, and arrangements between the parties relating hereto.

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

\_\_\_\_\_  
 Organization Name-Licensee

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

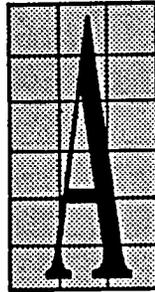
ENVIRONMENTAL SYSTEMS  
 RESEARCH INSTITUTE, INC.  
 (ESRI)

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



# User Support

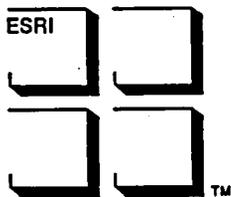
## ARC/INFO®

### Your Link to ESRI

ESRI's long-standing commitment to serving and responding to the GIS user community is exemplified by the goals of our User Support Service: to promote your success with ARC/INFO® software and carry forward your suggestions for its continuing improvement. To foster your success in using ARC/INFO software, we provide a flexible and complete support program.

### What Constitutes User Support?

User Support at ESRI consists of Technical Support Services (including hotline and ARCMail<sup>SM</sup>), software and documentation updates and revisions,



the annual ESRI User Conference, and the *ARC News*<sup>TM</sup> newspaper. Please refer to the summary chart for a list of services included in each support program.

### Technical Support Services

**Hotline.** ESRI's staff of Technical Support Analysts is available by telephone Monday through Friday from 7:00 a.m. to 5:00 p.m., Pacific time.

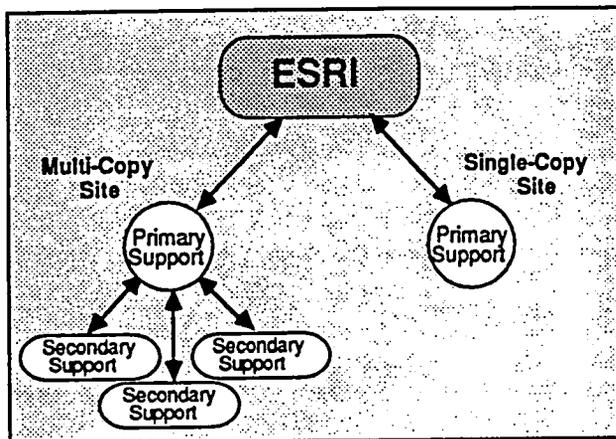
When you call the hotline number, 714-793-3774 (ESRI), your call is answered by a technical receptionist, who confirms that you are a Primary Support subscriber and asks for a brief description of the nature of your call.

This description facilitates routing your call to the specialist who is best able to help you. It's the job of the analyst to whom your call is

routed to research your questions and consult with other specialists as necessary to resolve problems as quickly as possible.

**Resolution Time.** The time required to answer your question or resolve your problem varies considerably, depending on the type of problem and whether we are able to reproduce it at our site. Usually we are able to answer questions and suggest work-arounds to problems the same day we receive them, often immediately.

If research or consultation with another specialist is required, it may take two to three working days. Under rare circumstances, it may take longer. If the problem turns out to be a coding or documentation error for which there is no work-around, resolution may have to wait for a programming modification. Usually, however,



we can clarify documentation issues and provide work-arounds to the user's satisfaction.

**ARCMail.** This service provides an electronic bulletin board of known problems and solutions, the ability to communicate with other users, the ability to upload and download files for information sharing, and several special interest bulletin boards. It can be accessed 24 hours a day by dialing a local access number.

**Electronic Mail.** ESRI also uses electronic mail to receive your questions and problems around the clock. Domestic users can send mail to support@esri.com. International users should contact their local distributor for support.

Our staff checks regularly for incoming messages and distributes them

to the appropriate specialists. An answer is returned by electronic mail.

**Product Updates and Releases.** At ESRI, we believe that GIS software is evolutionary, so we continually enhance the ARC/INFO software. Periodically, we issue software updates and revisions to resolve known problems and provide new capabilities for each ARC/INFO product.

An update release includes software modifications and a limited number of significant new features. A new product release includes many major enhancements to the capabilities and functionality of the product. Each update or new release package includes one software installation kit and

appropriate documentation updates. The need for and contents of updates and new releases are determined, scheduled, and provided at the discretion of ESRI.

**Annual User Conference.** Each year, ESRI hosts a user conference to which all our support subscribers are invited. Free registration is provided for some support service options (please refer to summary chart).

This conference is a unique week-long information exchange between the ARC/INFO user community and ESRI staff. You can meet with other users to share experiences and knowledge. You can also attend your choice of many user presentations and technical sessions on how to use ARC/INFO software. The conference provides an opportunity to meet face-to-face with the ESRI staff to ask questions and offer suggestions for how we can better serve your site's needs.

**User Support Publication.** As an ARC/INFO support subscriber, you are automatically placed on our mailing list for complimentary publications. These publications

provide you with the most up-to-date information about our products and what is happening throughout the GIS world.

*ARC News*, a quarterly newspaper, is our way of sharing GIS news from ESRI and around the world. Each issue contains information about our current activities, new software developments, news from ARC/INFO user groups, highlights of many user projects using ARC/INFO software, and much more.

### Maintenance and Support Programs

**Complimentary Support.** Included in your purchase of ARC/INFO software is a period ranging from 90 days to 12 months (depending on the platform) during which time you receive free support.

The installation and implementation phase of your ARC/INFO experience is a critical period. This is the time during which you are beginning to work with the system and are tailoring it to accomplish your GIS goals. Complimentary support expedites your familiarization with ARC/INFO software and ensures that you have the

help you may need to get started right.

**Support Options.** At the end of your complimentary support period, it is highly recommended that you ensure continued support and maintenance by subscribing to one of our support programs. We offer both Primary and Secondary Support Programs in a two-tiered approach designed for economy.

**Primary Support.** The three features unique to the Primary Support Program are the Technical Support Service, which includes telephone hotline support, electronic mail, and ARCMail; complimentary limited registration at ESRI's annual user conference; and direct shipment of product updates. Primary Support is the only option for sites with only one ARC/INFO license. Support for optional extensions must be purchased separately, as indicated in the policy statement.

**Secondary Support.** If your site has more than one ARC/INFO license and has purchased at least one Primary Support subscription, you can take advantage of our

two-tiered support program. Secondary Support, which features many of the advantages of Primary Support, is available at a reduced price for these sites. Such a program is available for all user platforms.

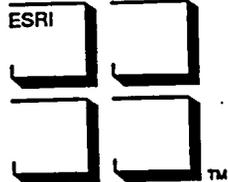
Secondary Support requires that an experienced user (and one backup person) at the primary site be designated as technical contact for all communication between ESRI and all sites covered by the agreement, both primary and secondary. Hotline, electronic mail, and ARCMail support are not available to Secondary Support sites directly, but only through the designated primary technical contact.

Product updates are included for both primary and secondary sites, but the shipments will be sent only to the primary technical contact for distribution. The number of Secondary Support subscriptions that can be purchased for each Primary Support subscription varies by product.

**Pricing Information.** To obtain current pricing information, call your ESRI marketing representative or an international distributor.

## Summary of User Support Services

	PC	Single-User Floating License	Node-Locked 3 Pak, Mini, Mainframe
<b>Primary Support</b>			
<b>Complimentary Support</b>	90 Days	12 Months	12 Months
<b>Hotline</b>	Yes	Yes	Yes
<b>ARCMail</b>	N/A	Yes	Yes
<b>Product Updates</b>	Yes	Yes	Yes
<b>Documentation Updates</b>	Yes; 1 per license	Yes; 1 per license	Yes; 1 per license
<b>ARC News</b>	Yes	Yes	Yes
<b>Annual User Conference</b>	Invitation; Fee Required	1 Free Registration	2 Free Registrations
<b>Secondary Support</b>			
<b>Hotline</b>	Through Primary Contact Only	Through Primary Contact Only	Through Primary Contact Only
<b>ARCMail</b>	N/A	Through Primary Contact Only	Through Primary Contact Only
<b>Product Updates</b>	Yes; Distribution Through Primary Contact Only	Yes; Distribution Through Primary Contact Only	Yes; Distribution Through Primary Contact Only
<b>Documentation Updates</b>	Yes; Distribution Through Primary Contact Only	Available at Discounted Rates	Available at Discounted rates
<b>ARC News</b>	Yes	Yes	Yes
<b>Annual User Conference</b>	Invitation; Fee Required	Invitation; Fee Required	Invitation; Fee Required
<p>© 1992 Environmental Systems Research Institute, Inc. All rights reserved. ESRI and ARC/INFO are registered trademarks of Environmental Systems Research Institute, Inc. The ESRI logo, ARC News, and ArcSdl are trademarks of Environmental Systems Research Institute, Inc. ARCMail is a service mark of Environmental Systems Research Institute, Inc. Other companies and trademarks herein are trademarks of their respective companies.</p>			



## ARC/INFO® Software User Support Policy (January 1, 1992)

### Terms

To be eligible for ARC/INFO User Support services, users should be aware of and adhere to the following terms:

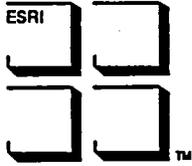
1. Full support is provided free of charge to users for the first 12 months after purchase. Thereafter, user support services, available in 12-month periods, must be purchased annually in advance.
2. Fees for Primary and Secondary Support services (after the complimentary support term) are due and payable each year on the anniversary date (defined as the installation date or, if self-installed, 30 days following shipment from our offices). A single anniversary date is applied to all licenses.
3. Primary and Secondary Support services for ARC/INFO software do not automatically include support for ARC/INFO TIN™, ARC/INFO NETWORK™, ARC/INFO COGO™, ARC/INFO GRID™, or ArcSdl. Support for these products must be purchased separately.
4. Annual fees are subject to change by ESRI without written notice. Fees due are based on the rates in effect at the time payment is due. Those paying in arrears or late (more than thirty days from invoice date) are subject to additional charges no greater than 18 percent per year.
5. User support subscription fees must be kept up to date. Subscribers may not skip a year and then re-subscribe to user support services at a later date without paying the applicable fees for the missed year(s) (inclusive of late fees).
6. Fees for support services are nonrefundable.
7. ESRI will ship all support materials (including those intended for Secondary Support subscriptions) to the primary technical contact. That point of contact will be responsible for distributing these materials to Secondary Support subscribers and other appropriate individuals within the organization. It is the organization's responsibility to inform ESRI in writing of any change regarding the technical contact.
8. Release and revision are synonymous. They refer to the numbered product offerings, such as Release 6.0 of ARC/INFO software. Version refers to the hardware platform and operating system-specific product offering, such as the Sun version of ARC/INFO software.
9. Floating licenses are limited to one user at a time. The software may be accessed by another workstation, terminal, or a PC acting as a terminal. Node-Locked licenses are locked to a specific CPU on the network and are distributed in sets of three seats called 3-Paks. Other nodes on the network may access node-locked software only as terminals; not separate CPUs.

### Additional Terms for Multi-Copy Sites

10. Upon installation and verification of a new release or update from ESRI, destroy or return to ESRI all previous versions of the software and documentation. Remember that these products remain subject to the terms of the ESRI software license and may not be transferred to any other person or entity.
11. Regardless of how many ARC/INFO and PC ARC/INFO® software products an organization licenses, if maintenance services are to be retained, support must be purchased for all products and all extensions.
12. Each organization desiring user support services for multiple copies of the ARC/INFO software must obtain Primary and Secondary Support in the following ratio: for Floating Licenses, one Primary Support subscription for each nine Secondary Support subscriptions; for Node-Locked 3-Paks, one Primary Support subscription for each nine Secondary Support subscriptions. The two types of licenses may not be combined in calculating the ratio. Users have the option to purchase Primary Support services in quantities greater than the specified ratios.

### Limitations

1. ESRI's support is limited to unmodified software distributed by ESRI.
2. ESRI fully supports INFO™ software when user support service has been purchased from ESRI. Otherwise, INFO user support must be arranged through Henco Software, Inc. If user support is not contracted through ESRI and a problem occurs while using INFO, ESRI will not be able to help. If the source of a problem is not clear, ESRI will help identify it and determine who can help correct it.
3. ESRI does not provide technical support for hardware, graphics cards and monitors, plotters, graphics printers, digitizers, modems, and so on, except to answer telephone questions of how supported devices interface to ARC/INFO software, and this is limited to standard supported devices. For supported devices, see ARC/INFO Supported Devices for each product revision and any applicable Last Minute Notes for that release.
4. Terms and conditions of this policy are subject to change by ESRI without written notice.



## PC ARC/INFO® Software User Support Policy (January 1, 1992)

### Terms

To be eligible for PC ARC/INFO User Support services, users should be aware of and adhere to the following terms:

1. PC ARC/INFO users must complete and return the product registration card (included in the PC ARC/INFO package) within 30 days following receipt of product.
2. Limited support is provided free of charge to registered users during a 90-day complimentary support period. The complimentary support period begins 15 days after the date of shipment. Extended user support is available in 12-month periods and must be purchased separately and in advance.
3. Fees for Primary and Secondary Support services (after the complimentary support term) are due and payable each year on the anniversary date (calculated as 20 days following shipment of the product from our offices plus the complimentary support term).
4. Primary and Secondary Support services for PC ARC/INFO software do not automatically include support for PC NETWORK™. Support for this product must be purchased separately.
5. Annual fees are subject to change by ESRI without written notice. Fees due are based on the rates in effect at the time payment is due. Those paying in arrears or late (more than thirty days from invoice date) are subject to additional charges no greater than 18 percent per year.
6. User support fees must be kept up to date. Subscribers may not skip a year and then re-subscribe to user support at a later date without paying the fees applicable for the missed year(s) (inclusive of late fees).
7. Fees for support are nonrefundable.
8. ESRI will ship all support materials (including those intended for secondary support subscriptions) to the primary technical point of contact. The contact will be responsible for distributing these materials to secondary support subscribers and other appropriate individuals within the organization. It is the organization's responsibility to inform ESRI in writing of any change regarding the technical point of contact.
9. *Release* and *revision* are synonymous. They refer to the numbered product offerings, such as Release 3.4D of PC ARC/INFO software. *Version* refers to the hardware platform and operating system-specific product offering.
10. PC ARC/INFO licenses are all single-user licenses.

### Additional Terms for Multi-Copy Sites

11. Upon installation and verification of a new release or update from ESRI, destroy or return to ESRI all previous versions of the software and documentation. Remember that these products remain subject to the terms of the ESRI software license and may not be transferred to any other person or entity.
12. Regardless of how many PC ARC/INFO and ARC/INFO® software products a customer acquires, if support services are to be retained, support must be purchased for all products.
13. Each organization desiring User Support for multiple copies of a PC ARC/INFO software product must purchase one Primary Support subscription for every nine Secondary Support subscriptions. Users have the option to purchase Primary Support services in quantities greater than the specified ratios.

### Limitations

1. ESRI's support is limited to unmodified software distributed by ESRI.
2. ESRI does not provide user support for PC hardware, graphics cards and monitors, plotters, graphics printers, digitizers, modems, and so on, except to answer telephone questions of how supported devices interface to PC ARC/INFO software. For example, ESRI can provide telephone assistance to help users build and test certain types of configuration files used in PC ARC/INFO software, but cannot help connect hardware, guide users on building special cables, or set DIP switches on terminals, digitizers, and plotters.
3. ESRI publishes a document entitled *PC ARC/INFO Technical Guide to Hardware Options*. This guide lists all hardware requirements, options, and brand-name devices known to work with PC ARC/INFO software. ESRI will not support the use of, nor be responsible for, the performance of PC ARC/INFO software on hardware not included among the supported devices listed in this guide.
4. Terms and conditions of this policy are subject to change by ESRI without written notice.



Environmental Systems Research Institute, Inc.  
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Redlands, CA 92373  
(909) 793-2853

**ATTACHMENT F**  
**SHIPPING AND HANDLING COSTS FOR CLASSES A-F**

	Surface	2nd-Day	Overnight
<b>CLASS A (3 LBS. AVERAGE)</b>			
1st Item	5.00	10.00	21.00
Each Thereafter	0.80	3.55	4.89
<b>CLASS B (5 LBS. AVERAGE)</b>			
1st Item	10.00	15.00	26.00
Each Thereafter	1.22	4.89	6.65
<b>CLASS C (15 LBS. AVERAGE)</b>			
1st Item	10.00	25.00	40.00
Each Thereafter	3.50	10.05	21.96
<b>CLASS D (31 LBS. AVERAGE)</b>			
1st Item	15.00	40.00	60.00
Each Thereafter	7.53	21.39	45.01
<b>CLASS E (40 LBS. AVERAGE)</b>			
1st Item	20.00	55.00	65.00
Each Thereafter	9.68	27.42	58.73
<b>CLASS F (69 LBS. AVERAGE)</b>			
1st Item	35.00	85.00	120.00
Each Thereafter	16.68	47.82	98.27



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Redlands, CA 92373  
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## ATTACHMENT G RENT-A-TECH RATE SCHEDULE

### Rent-a-Tech Professional and Production Rate Schedule

Outlined below is an ESRI® rate schedule for the Rent-a-Tech<sup>SM</sup> program. Services will be contracted on a time-and-materials basis. Hourly labor rates have been provided for each labor category for calendar year 1993. The hourly labor rates for Services that are contracted after 1993 will be escalated by the rate of 7.5 percent for each calendar year that follows. Other direct costs, such as computer, travel, reproduction, subcontractor, telecommunications/freight, or materials will be burdened and invoiced.

#### ESRI Professional Staff

##### *Senior Consultant/Manager*

Hourly Rate: \$125.00

Lead staff for database and project design. This may include review of needs and existing data, design of ARC/INFO® layers and coding structures, design and development of data dictionary, design of quality assurance programs, and identification of mapping and automation methods. These staff also identify tasks, schedule, and resource requirements for implementation planning.

##### *Consultant/Manager*

Hourly Rate: \$95.00

These staff support senior consultant on an as-needed basis during database/project design and documentation.

##### *Senior Applications Programmer*

Hourly Rate: \$120.00

Design and write user interfaces and application programs for model and product development. Work with project managers in final physical design and development of database development procedures. Review existing digital data/systems and develop methods for interfacing with ARC/INFO.

##### *Applications Programmer-Specialist*

Hourly Rate: \$95.00

Supervise the technical specialists and data processors in carrying out the technical aspects of database development using procedures designed by consultants and senior applications programmer.

##### *Technical Specialist*

Hourly Rate: \$80.00

Oversee technical aspects of database development using procedures designed by the applications programmers. These staff are very proficient in production procedures for data entry, editing, and building final data files (libraries).

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## **STAFF REPORT**

**CONSIDERATION OF RESOLUTION NO. 94-1966 FOR THE  
PURPOSE OF AMENDING A CONTRACT WITH THE  
ENVIRONMENTAL SCIENCE RESEARCH INSTITUTE (ESRI)  
TO PROVIDE GREATER PRICE DISCOUNTS TO METRO AND ITS  
MEMBER JURISDICTIONS.**

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Date: July 21, 1994

Presented by Dick Bolen

### **FACTUAL BACKGROUND AND ANALYSIS**

In 1988 Metro began development of RLIS and, following a rigorous RFP process, purchased ESRI's Arc/Info mapping software. The purchase agreement included a provision for Metro's member jurisdictions to qualify for the discounts Metro negotiated at that time. Several jurisdictions have since purchased off this agreement. However, this agreement has become outdated because ESRI has added several new products and has developed a discounting formula based on the number of licenses owned.

#### **New Price Discounts**

The new pricing formula allows Metro and its RLIS members to "pool" their licenses and all qualify for the maximum discounts available. For example, because the consortium has more than 26 licenses, an Arc/Info floating license (network accessible) is reduced from \$18,000 to \$7,100.

The list of eligible members is included on page two of the contract and titled RLIS Roster. Member jurisdictions such as the cities of Portland and Gresham are considering purchase of Arc/Info and are very interested in Metro updating this Master Purchase Agreement.

## PLANNING COMMITTEE REPORT

### **CONSIDERATION OF RESOLUTION NO. 94-1966 FOR THE PURPOSE OF APPROVING A CONTRACT AMENDMENT FOR PURCHASE OF COMPUTER SOFTWARE FOR USE BY METRO'S REGIONAL LAND INFORMATION SYSTEM (RLIS)**

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Date: July 25, 1994

Presented By: Councilor Gates

**Committee Recommendation:** At the July 21, 1994 meeting, the Planning Committee voted unanimously to recommend Council adoption of Resolution No. 94-1966. Voting in favor: Councilors Kvistad, Gardner, Devlin, Gates, McLain, Monroe, Moore, and Washington.

**Committee Issues/Discussion:** Dick Bolen, Data Resource Center Manager, presented the staff report. This resolution upgrades a 1988 contract Metro began with the Environmental Science Research Institute (ESRI) to purchase Arc/Info mapping software. He explained that this resolution does not expend funds or require addition monies, it merely continues an existing contract and allows for a new arrangement for our member jurisdiction to qualify for discounts. It will also provide for some upgrade of software products that were not available when the original contract was signed. The new pricing formula allows Metro and its RLIS members to pool their licenses and qualify for the maximum discounts available.