



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
OFFICE OF PURCHASES
One Capitol Hill
Providence, R.I. 02908-5855

AMENDMENT 4
PART 1

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MPA NUMBER: 183-3-2894

Page 1

MASTER PRICE AGREEMENT

COMMODITY: SOFTWARE, GEOGRAPHIC INFORMATION SYSTEM
EFFECTIVE PERIOD: 7/1/92 - 6/30/95

AMENDMENT #-4

VENDOR: ENVIRONMENTAL SYSTEM RESEARCH INSTITUTE, INC. TEL.#: (909)793-2853
380 NEW YORK STREET EXT. 1998
REDLANDS, CA 92373-8108 FAX #: (909)793-5953

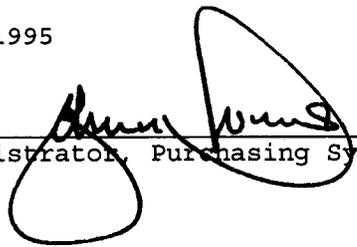
BUYER: JOHN YOUNG/mp TELEPHONE NUMBER: (401) 277-2142 - ext. 119

THE SUBJECT MASTER PRICE AGREEMENT IS HERewith AMENDED AND/OR MODIFIED AS FOLLOWS:

- THE AGREEMENT PERIOD HAS BEEN MODIFIED. THE END DATE HAS BEEN EXTENDED FROM 6/30/95 TO 5/15/97. NEW CONTRACT PERIOD 7/1/92 TO 5/15/97.
- THE LIST OF ITEMS COVERED AND/OR AUTHORIZED PRICING FOR THE ITEMS COVERED BY THE AGREEMENT HAS BEEN MODIFIED; THE ITEMS AND/OR PRICES AUTHORIZED AS OF THE DATE OF ISSUANCE OF THIS AMENDMENT ARE AS REFLECTED IN Attachment A, ATTACHED HERETO.
- OTHER. SEE ENCLOSED AMENDMENT.

DATE ISSUED: JUNE 6, 1995

APPROVED FOR THE STATE OF RHODE ISLAND:



Administrator, Purchasing Systems



**AMENDMENT NO. 3
TO
MASTER PURCHASE AGREEMENT BETWEEN
THE STATE OF RHODE ISLAND (STATE) and
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI)
CONTRACT NO. 92P0211**

Amendment No. 3 is hereby incorporated by reference and made an integral part of Master Purchase Agreement No. 92P0211 dated 2/4/92.

This Amendment No. 3 is comprised of two (2) parts. The first part amends and updates the basic Agreement Articles (ESRI No. 92P0211). The second part amends and updates pricing, terminology, and procedures in the Attachments to the Agreement.

Basic Agreement Amendments (Part 1)

1. Article 1—Term of Agreement

Delete the first sentence and replace with the following:

"This Agreement will be extended and will continue in effect until May 15, 1997."

2. Article 3—Extension and Modification

Add the following sentence at the end of the first paragraph:

"Supplementary pricing may be incorporated for new software or reduced prices by formal notice by ESRI."

3. Article 4—Termination; Cancellation, Section 4.2

Replace Section 4.2 with the following:

"Purchase Orders, other than for the initial purchase, may be terminated by the State 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 State payment of return shipping costs. The State has the right to terminate hardware purchases forty-five (45) 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."

4. Article 6—Orders, Section 6.1

Replace this section with the following:

"6.1

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.

The State is requested to confirm software discount pricing level, hardware pricing, and model availability with ESRI prior to placement of a Purchase Order. The State 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."

5. Article 6—Orders, Section 6.2

Delete the last sentence and replace with the following:

"Attachment D, Form 1 must be completed and accompany all Purchase Orders for UNIX-based software to ensure delivery of the correct software."

6. Article 6—Orders, Section 6.3

Delete the last sentence and replace with the following:

"Software support must be obtained in the following ratio: for floating licenses, one (1) Primary Support subscription for up to nine (9) Secondary Support subscriptions; for Node-Locked 3-Paks, one (1) Primary Support subscription for up to nine (9) 3-Pak Secondary Support subscriptions (see Attachment E—ARC/INFO User Support Policy Terms)."

Add/revise the following in the numerical Purchase Order List:

- "4. ESRI Master Purchase Agreement number.
7. Completed Attachment D—Form 1."

7. Article 8—Pricing

Replace this section with the following

"ARTICLE 8—PRICING

ESRI will provide the software specified in Attachment A at the prices specified. One (1) 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, the State 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."

8. Article 10—Terms of Compensation, Section 10.1

Replace with the following:

"10.1

Software will be invoiced 50 percent (50%) upon delivery and 50 percent (50%) upon installation and acceptance by the State or user agency when installed by ESRI; when self-installed by the State 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."

9. Article 11—Infringement

Delete this section in its entirety as it is now covered under the Software License Agreement contained in Attachment "D" of this Agreement.

10. Article 14—Attachments

Replace the list of Attachments with the following:

"ARTICLE 12—ATTACHMENTS

The following Attachments are incorporated into this Agreement and are therefore made a part hereof:

Attachment A—ESRI Software License Fees—Domestic

- ARC/INFO Workstation Software Fees
- ARC/INFO University LAB KIT Fees
- Desktop Software Fees

Attachment B—Hardware Purchases

Attachment C—ESRI Services

Attachment D—ESRI Software Licenses

- ARC/INFO License
 - Form 1
- Addendum 1—Use Agreement for ARC/INFO University LAB KIT Licenses (Requires signature and completion of Attachment D, Form 1)
- Addendum 2—ArcView—University LAB KIT Campus License Agreement (Requires signature and completion of Attachment D, Form 1)



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

- Addendum 3—ESRI ArcUSA/ArcWorld/ArcScene USA Tour Database License Agreement
 - Addendum 4—ESRI Software License Agreement—Desktop Software
 - Addendum 5—ARC/INFO Software Development Libraries License
 (Requires signature and completion of Attachment D, Form 1)
- Attachment E—ESRI User Support Policy for Workstation and Desktop Software
 Attachment F—Implementation Services"

Update to Attachments A through F (Part 2)

ATTACHMENTS

Prices, terminology, and procedures are revised as follows:

Attachments A through F are hereby deleted in their entirety and replaced with the updated Attachments A through F, which are attached hereto and incorporated herein.

All other terms and conditions of Agreement No. 92P0211 remain without change and remain in full force and effect.

EACH OF THE UNDERSIGNED PARTIES AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day written.

STATE OF RHODE ISLAND
 "State"

ENVIRONMENTAL SYSTEMS
 RESEARCH INSTITUTE, INC.
 "ESRI"

By: 
 Authorized Signature

By: _____
 Authorized Signature

Printed Name: John R. Young

Printed Name: Laura Dangermond

Title: ADMINISTRATOR Purchasing Systems

Title: Vice-President

Date: June 6, 1996

Date: _____



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

These software license discounts are offered to State 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 State 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 one (1) year on initial workstation licenses. 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 technical support is included on desktop software 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.

The State 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 for desktop software which has lot quantity discounts.

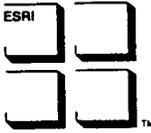
Except as stated above for the first license purchased, discounted software license fees include secondary support for the first year. If primary support is desired or required, it should be ordered with the license. The additional amount due will be the difference between primary and secondary support 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 included with these prices (see Attachment C—ESRI Services).

A.2 General 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.
- 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.

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



- c. No new software or applications procedures are being developed for these licenses.
- d. This discount is not applicable to commercial or private entities.
- 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 (server, workstation, and PC) and manufacturer (IBM, 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 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. Workstation quantity discounts are cumulative for the life of the Agreement.

A.3 Workstation Software License Pricing

a. Floating and Node-Locked License Pricing

All supported UNIX OpenVMS platforms 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	\$18,000.00	\$2,550.00 ea.	1st	\$25,000.00	\$5,100.00 ea.
2-10	9,900.00 ea.	1,400.00 ea.	2-4	16,250.00 ea.	3,300.00 ea.
11-25	8,100.00 ea.	1,150.00 ea.	5+	11,200.00 ea.	2,750.00 ea.
26+	7,100.00 ea.	1,150.00 ea.			
Shipping Fees:	See A.10 Class D				
User Guides:	One set of User Guides is provided for each Floating Seat and Node-Locked 3-Pak purchased including "on-line" documentation CD				
Delivery:	Unless agreed otherwise, within thirty (30) days of receipt of correct order and completed Client Workstation CPU Information Form				



- 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).
- Extensions are priced above for NETWORK, TIN, COGO, GRID, and ArcScan.
- ArcStorm™, ArcExpress™, and Database Developer's Kit, see A.4 for pricing.

A.4 Other Workstation Software License Pricing

a. ArcStorm

	<u>Price</u>	<u>Shipping Fee Class</u>
• ArcStorm—1st License (3 Floating Seats) (each)	\$3,000	NSP
• ArcStorm—Additional License (1 Seat) (each) (See Note 3 below.)	500	NSP

Notes:

1. Existing ARC/INFO Version 6.x users (i.e., existing ARC/INFO users prior to the final release of Version 7.x) may be entitled to some ArcStorm licensing through the ArcStorm "Giveaway" Program for Existing ARC/INFO Users (i.e., the Existing User Program).
2. The new ArcStorm product is supported by the ARC/INFO Version 7 environment (not ARC/INFO Version 6.x).
3. Additional licenses are delivered by keycode only.

b. ArcExpress

<u>Quantity</u>	<u>Price</u>	<u>Shipping Fee Class</u>
1-10	\$995	NSP
11-25	750	NSP
26-50	600	NSP
51+	450	NSP

- ArcExpress is sold as a single-user floating license. Node-locked licensing is not available.

c. ArcView Version 2 and/or Avenue for Workstations

See A.9.a, ArcView Version 2–Avenue Workstation UNIX and OpenVMS.



d. Database Developer's Kit

	<u>Price</u>	<u>Shipping Fee Class</u>
ARC/INFO Database Developer's Kit		
1st License (each)	\$5,000	A
2+ Licenses (each)	3,250	A

- Call ESRI Marketing at (909) 793-2853, extension 1375 for details.

e. Font Library

	<u>Price</u>	<u>Shipping Fee Class</u>
ARC/INFO Font Library (each)	\$500	A

A.5 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.

Shipping
Fee Class
D

A.6 Installation by ESRI

See Attachment C.

A.7 ARC/INFO Software Development Library (ArcSdl)

	<u>List Price</u>	<u>Shipping Fee Class</u>
ArcSdl™ Single-User License	\$10,000.00	NSP

- 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.

ArcSdl is a trademark of Environmental Systems Research Institute, Inc.



- Support for ArcSdl is described in Attachment C.
- See Attachment D, Addendum 5, License.

A.8 Educational Institution Pricing

a. University Workstation LAB KIT

License Manager Floating Seat (FS) Licenses and Node-Locked (N-L) Licenses (see Attachment D, Addendums 1, 2, 3, and 4).

Pricing applies to all supported Platforms and includes NETWORK, TIN, GRID, COGO, and ArcScan extensions, ArcExpress, ArcStorm, ArcView, plus ArcUSA™, ArcWorld™, ArcScene, and Digital Chart of the World data sets.

Seat	Floating Seat LAB KIT ⁽¹⁾		3-Pak	Node-Locked LAB KIT ⁽¹⁾	
	ARC/INFO Software	S&H		ARC/INFO Software	S&H
1st Copy	\$6,000.00 ⁽²⁾	Class D	1st 3-Pak	\$7,000.00 ⁽²⁾	Class D
Ea. Addtl. Copy	1,500.00 ⁽³⁾⁽⁴⁾		Additional 3-Pak	2,000.00 ⁽³⁾⁽⁴⁾	

b. University PC ARC/INFO Pricing (Desktop)

PC ARC/INFO 3.4D + LAB KIT ⁽¹⁾	First Unit ⁽²⁾	Additional Units ⁽³⁾⁽⁴⁾	S&H
Includes PC ARC/INFO, PC DATA CONVERSION™, PC OVERLAY™, PC ARCPLOT™, PC ARCEDIT™, and PC NETWORK™, plus license, media, and documentation.	\$1,600.00 ⁽⁵⁾	\$200.00	Class E

- LAB KIT does not come with dBASE.
- PC ARC/INFO training videos and workbooks—call ESRI.

University and LAB KIT notes:

- (1) Each license includes all extensions and one year of software support.
- (2) First unit includes ARC/INFO, Avenue™, media, documentation, and LAB KIT materials.
- (3) Includes license, hardware key, or keycode, only. Does not include media or documentation.
- (4) LAB KIT may have no more than 10 units. Additional units must be purchased as part of another LAB KIT.
- (5) This fee includes software support for up to 10 units.

ArcUSA, ArcWorld, PC DATA CONVERSION, PC OVERLAY, PC ARCPLOT, PC ARCEDIT, and PC NETWORK are trademarks of Environmental Systems Research Institute, Inc.



c. University ArcView Version 2 Pricing (per order)

PLATFORM	INDIVIDUAL LICENSES			Shipping and Handling Class
	ArcView	Avenue	ArcView and Avenue Bundle	
Windows or Macintosh	\$250	\$300	\$500	B
UNIX or OpenVMS	\$350	\$400	\$700	B

PLATFORM	MULTI-LICENSE PACKS (10 EACH)			Shipping and Handling Class
	ArcView	Avenue	ArcView and Avenue Bundle	
Windows or Macintosh	\$2,000	\$3,000	\$4,000	See A.10—A
UNIX or OpenVMS	\$3,000	\$4,000	\$6,000	See A.10—A

d. University ArcCAD/ArcView LAB KIT

	Initial LAB KIT	Additional LAB KIT	Shipping Fee Class
ArcCAD LAB KIT including ArcView for Windows Version 2	\$1,600.00	\$200.00	C

e. University Licensing Conditions

- (1) Only one (1) physical location per LAB KIT. Purchasers must acquire additional LAB KITS to equip additional laboratories.
- (2) Software support for LAB KITS is in addition to any other ARC/INFO Software Support.
- (3) Additional Workstation Type refers to any new platform possessing an operating system executables which require ESRI to issue new media.
- (4) University prices for standard Floating Seat and Node-Locked Workstation Licenses cover software and first-year support. Desktop software warranty and support are stated in the respective license delivered with the software.
- (5) University prices are bundled and cannot be itemized.
- (6) University (Educational Institution) Licenses under these discounts are licensed for research or instructional purposes only. No commercial, for-profit use is authorized.
- (7) University Workstation LAB KIT Licenses (see Attachment D, Addendums 1, 2, 3, and 4) require separate institution signature.



f. University Site License

Call your ESRI Marketing Representative at (909) 793-2853, extension 1375, for information regarding acquiring an ARC/INFO University Site License, Data, Related Materials, and Software Support on an annual use Agreement basis. This license requires signing of a separate license agreement by the educational institution.

g. ArcView School/Library Bundle (K1-12)—Site License

	<u>Price</u>	<u>Shipping Fee Class</u>
ArcView for Windows School/Library Bundle	\$495	F
Avenue for Windows Site License	495	A

Notes:

1. Bundle includes ArcView, ArcUSA, ArcWorld, ArcScene USA Tour, and the Digital Chart of the World.
2. The School/Library bundle is available to bona fide institutes of primary or secondary education and public libraries.
3. The licenses included in the bundle are offered on a site license basis.
4. This license requires signing of a separate license agreement by the educational institution (K1-12). Call ESRI Marketing at (909) 793-2853, extension 1375, for details.

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A.9 Supplemental Pricing and Desktop Software Fees

a. ArcView Version 2—Avenue Workstation UNIX and OpenVMS

UNIX/ OpenVMS	PRICES			Shipping and Handling Class	
	Quantity	ArcView	Avenue		ArcView and Avenue
	1-5	\$1,995	\$2,995	\$3,495	See A.10, "B"
	6+	\$1,796	\$2,696	\$3,146	See A.10, "B"

b. ArcView—Avenue MS Windows, Windows NT, and Macintosh

Windows NT and Macintosh	PRICES			Shipping and Handling Class	
	Quantity	ArcView	Avenue		ArcView and Avenue
	1-5	\$995	\$1,595	\$1,995	See A.10, "B"
	6+	\$896	\$1,436	\$1,796	See A.10, "B"

c. ArcView—Avenue Multi-License Pack Discounts—UNIX and Windows/Macintosh

PRICES	ArcView	Avenue	ArcView Version 2 and Avenue Bundle
20-License Pack for Windows 3.X or NT	\$16,915	\$27,115	\$33,915
20-License Pack for Macintosh	\$16,915	\$27,115	\$33,915
20-License Pack for UNIX & OpenVMS	\$33,915	\$50,915	\$59,415

- S&H—See A.10, Class "A."

d. PC ARC/INFO or ArcCAD Discount Schedule

PC ARC/INFO (all modules included) or ArcCAD Discounts

STATE AND LOCAL GOVERNMENT PRICING		
Quantity	Unit Price	Shipping and Handling
1	\$2,550	See A.10, "E"
2-5	\$2,396	See A.10, "E"
6-10	\$2,246	See A.10, "E"
11-15	\$2,097	See A.10, "E"
16-25	\$1,947	See A.10, "E"
26+	\$1,797	See A.10, "E"

NOTE: A.9.a, b, c, and d fees are order lot quantity discounts and are not cumulative.



d. Alternative (Commercial)

PC ARC/INFO or ArcCAD Discounts

STANDARD PRICING		
Quantity	Unit Price	Shipping and Handling
1-5	\$2,995	See A.10, "E"
6-10	\$2,246	See A.10, "E"
11-15	\$2,097	See A.10, "E"
16-25	\$1,947	See A.10, "E"

NOTE: A.9.a, b, c, and d fees are order lot quantity discounts and are not cumulative.

A.10 Shipping and Handling Costs for Classes A-F (Lots of twenty [20] or less items)

	Surface	2nd-Day	Overnight
CLASS A (3 LBS. AVERAGE)			
1st Item	\$5.00	\$10.00	\$21.00
Each Thereafter	0.80	3.55	4.89
CLASS B (5 LBS. AVERAGE)			
1st Item	10.00	15.00	26.00
Each Thereafter	1.22	4.89	6.65
CLASS C (15 LBS. AVERAGE)			
1st Item	10.00	25.00	40.00
Each Thereafter	3.50	10.05	21.96
CLASS D (31 LBS. AVERAGE)			
1st Item	15.00	40.00	60.00
Each Thereafter	7.53	21.39	45.01
CLASS E (40 LBS. AVERAGE)			
1st Item	20.00	55.00	65.00
Each Thereafter	9.68	27.42	58.73
CLASS F (69 LBS. AVERAGE)			
1st Item	35.00	85.00	120.00
Each Thereafter	16.68	47.82	98.27
Example: 10 each Class A	12.20	45.50	69.90

Call ESRI at (909) 793-2853, extension 1262, for shipping and handling costs for lots greater than twenty (20).



ATTACHMENT B HARDWARE PURCHASES

B.1 Hardware Purchase Procedures

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

ESRI shall provide hardware prices by written quotation prior to issue of an order. The State'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 the State'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 the State. 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 the State, with ESRI providing coordinative support.

B.3 Procedures at Site

During the installation period, ESRI shall coordinate with the hardware vendor to guide the State'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

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



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

B.5 Responsibilities

- a. The State shall designate a person to act as system administrator who will learn the procedures for system installation, operation, maintenance coordination, and problem identification.
- b. The State 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 the State regarding appropriate logistics.
- d. The State 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 the State 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.



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

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 State staff who will be familiarized in maintaining and supporting the software systems installed.

Deliverables

- ESRI software installed and tested on the specified computer system (separate line item purchase).
- Orientation of State technical personnel in installation and maintenance of software.

Responsibilities

- a. The State will provide the completed Registered Client Information Form and Configuration Form to ESRI (see Attachment D, Form 1). Workstation software cannot be shipped until this information is received at ESRI in Redlands, California.
- b. The State shall provide technical staff, as needed, including the State 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 State equipment not furnished by ESRI, State technical staff shall participate in the software installation and shall provide assistance in interfacing ESRI-supplied software with State's computer operating system and State's peripheral devices; State technical staff shall be available during training to assist with operating system adjustments, minor bug fixes, and so forth. State 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 State 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, the State 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 State facilities, the State 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 Implementation Services

Implementation Services are contracted by way of a quote and purchase order 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 Implementation Services program manager at (909) 793-2853, extension 1764.



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. Separately purchased documentation and Software Installation Kits will require separately purchased 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.

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

a. ARC/INFO and Extensions

Seat	Floating Seats		3-Pak No.	Node-Locked 3-Paks	
	ARC/INFO	Extensions		ARC/INFO	Extensions
Primary 1, 11, 21 & on FS	\$3,000.00	\$500.00	Primary 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.

Extensions include NETWORK, TIN, COGO, GRID, and ArcScan.



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b. ArcStorm Support Fees

Licenses	Annual Fee
1st License (3 Seats)	\$500
Each Additional License (1 Seat)	\$100

c. ArcExpress Support Fees

Level	Annual Fee
Primary Maintenance	\$150
Secondary Maintenance	\$120

d. ArcSdl Single-User Support Fee

\$1,100.00 per year

[INTENTIONAL BLANK]



C.6 University Workstation LAB KIT Annual Support Fees

License Manager Floating Seat (FS) Licenses and Node-Locked (N-L) Licenses.

<u>Seat</u>	<u>Floating Seat LAB KIT</u>	<u>3-Pak</u>	<u>Node-Locked LAB KIT</u>
	<u>2nd Year Support</u>		<u>2nd Year Support</u>
1st Copy	\$3,000.00	1st 3-Pak	\$4,000.00
Ea. Addtl. Copy	500.00	Additional 3-Pak	1,000.00

- A LAB KIT may have no more than ten (10) units.
- Applies to all UNIX-based Platforms and includes ARC/INFO NETWORK, TIN, GRID, COGO, and ArcScan™ Extensions.

C.7 Desktop Products Annual Technical Support Assistance Program (ASAP)

a. Single-User Support—Standard Commercial and University Annual Support Fees

Single-User Support (each)	No. of Callers	Annual Fee
ArcView (Windows and Macintosh)	1	\$195
Avenue (Windows and Macintosh)	1	\$295
ArcView (UNIX)	1	\$395
Avenue (UNIX)	1	\$495
ArcCAD	1	\$595
PC ARC/INFO	1	\$595

C.8 Multi-User Support for ArcView, Avenue, ArcCAD, and PC ARC/INFO

Maximum Number of Users	No. of Callers	Multi-User Annual Fee
20 Users (all types above)	2	\$2,400



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Redlands, CA 92373
(909) 793-2853

ATTACHMENT D ARC/INFO WORKSTATION SOFTWARE LICENSE AGREEMENT

COMMERCIAL and STATE GOVERNMENTS
Contract No. _____

This is a license agreement and not an agreement for sale. This license agreement (Agreement) is between _____ (Licensee), and Environmental Systems Research Institute, Inc. (ESRI), and gives Licensee certain limited rights to use the proprietary ARC/INFO® Software and Related Materials (Software and Related Materials). All rights not specifically granted in this Agreement are reserved to ESRI.

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Copyright: The Software and Related Materials are owned by ESRI and are protected by United States copyright laws and applicable international treaties and/or conventions. Licensee agrees not to export the Software and Related Materials into a country which does not have copyright laws that will protect ESRI's proprietary rights.

Definitions: As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

"Software" means the actual copy of all or any portion of the computer programs delivered on the Software Media Kit, inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied by ESRI.

"Related Materials" means all of the printed materials, user documentation, training documentation, and confidential software activation code supplied by ESRI under this Agreement.

"License Manager" means the installed software program that administers the distribution of seats to requesting end users.

Permitted Uses:

- ESRI employs a nondestructive License Manager to limit use of the licensed Software to specific computer networks and/or computer systems. As each configuration of central processing units and/or networked systems may be unique, Licensee agrees to conform Licensee's use of the Software to the Software system configuration licensed from ESRI. Said configuration is incorporated herein by this reference, inclusive of any written modifications approved by ESRI.
- Licensee may install the Software onto the licensed computer systems.

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
OFFICE OF PURCHASES
One Capitol Hill
Providence, R.I. 02908-5855

OFFICE (401) 277-2317
FAX (401) 277-6387
TDD # (401) 277-1228

MPA NUMBER: 183-3-2894

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MASTER PRICE AGREEMENT

COMMODITY: SOFTWARE, GEOGRAPHIC INFORMATION SYSTEM
EFFECTIVE PERIOD: 7/1/92 - 6/30/95

AMENDMENT #-3

VENDOR: ENVIRONMENTAL SYSTEM RESEARCH INSTITUTE, INC.
380 NEW YORK STREET
REDLANDS, CA 92373-8108

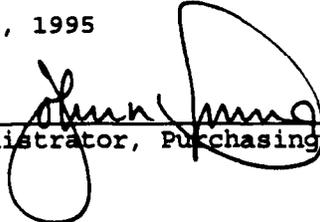
BUYER: JOHN YOUNG/mp TELEPHONE NUMBER: (401) 277-2142 - ext. 119

THE SUBJECT MASTER PRICE AGREEMENT IS HEREWITH AMENDED AND/OR MODIFIED AS FOLLOWS:

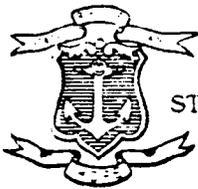
- [] THE AGREEMENT PERIOD HAS BEEN MODIFIED. THE END DATE HAS BEEN EXTENDED FROM _____ TO _____. NEW CONTRACT PERIOD _____ TO _____.
- [] THE LIST OF ITEMS COVERED AND/OR AUTHORIZED PRICING FOR THE ITEMS COVERED BY THE AGREEMENT HAS BEEN MODIFIED; THE ITEMS AND/OR PRICES AUTHORIZED AS OF THE DATE OF ISSUANCE OF THIS AMENDMENT ARE AS REFLECTED IN Attachment A, ATTACHED HERETO.
- [X] OTHER. THIS MASTER PRICE AGREEMENT WILL EXPIRE ON JUNE 30, 1995, AND WILL NOT BE RENEWED.

DATE ISSUED: APRIL 17, 1995

APPROVED FOR THE STATE OF RHODE ISLAND:


Administrator, Purchasing Systems

qa:MPAREV



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
OFFICE OF PURCHASES
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Providence, R.I. 02908-5855

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FAX : (401) 277-6387
TDD # : (401) 277-1228

MPA NUMBER: 183-3-2894

Page 1

MASTER PRICE AGREEMENT

COMMODITY: SOFTWARE, GEOGRAPHIC INFORMATION SYSTEM
EFFECTIVE PERIOD: 7/1/92 - 6/30/94

AMENDMENT #-2

VENDOR: ENVIRONMENTAL SYSTEM RESEARCH INSTITUTE, INC.
380 NEW YORK STREET
REDLANDS, CA 92373-8108

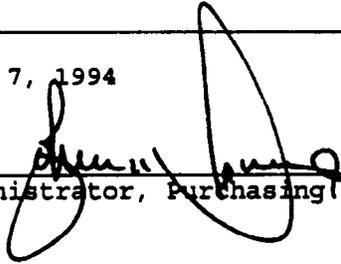
BUYER: JOHN YOUNG/mp TELEPHONE NUMBER: (401) 277-2142 - ext. 119

THE SUBJECT MASTER PRICE AGREEMENT IS HEREWITH AMENDED AND/OR MODIFIED AS FOLLOWS:

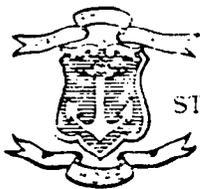
- THE AGREEMENT PERIOD HAS BEEN MODIFIED. THE END DATE HAS BEEN EXTENDED FROM 6/30/94 TO 6/30/95. NEW CONTRACT PERIOD 7/1/92 TO 6/30/95.
- THE LIST OF ITEMS COVERED AND/OR AUTHORIZED PRICING FOR THE ITEMS COVERED BY THE AGREEMENT HAS BEEN MODIFIED; THE ITEMS AND/OR PRICES AUTHORIZED AS OF THE DATE OF ISSUANCE OF THIS AMENDMENT ARE AS REFLECTED IN Attachment A, ATTACHED HERETO.
- OTHER.

DATE ISSUED: OCTOBER 7, 1994

APPROVED FOR THE STATE OF RHODE ISLAND:


Administrator, Purchasing Systems

qa:MPAREV



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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MPA NUMBER: 183-3-2894

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MASTER PRICE AGREEMENT

COMMODITY: SOFTWARE, GEOGRAPHIC INFORMATION SYSTEM
EFFECTIVE PERIOD: 7/1/92 - 6/30/93

AMENDMENT #- 1

VENDOR: ENVIRONMENTAL SYSTEM RESEARCH INSTITUTE, INC.
380 NEW YORK STREET
REDLANDS, CA 92373-8108

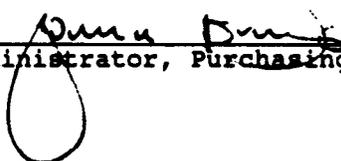
BUYER: JOHN YOUNG/msd **TELEPHONE NUMBER:** (401) 277-2142 - ext. 119

THE SUBJECT MASTER PRICE AGREEMENT IS HEREWITH AMENDED AND/OR MODIFIED AS FOLLOWS:

- THE AGREEMENT PERIOD HAS BEEN MODIFIED. THE END DATE HAS BEEN EXTENDED FROM 6/30/93 TO 6/30/94. NEW CONTRACT PERIOD 7/1/92 TO 6/30/94.
- THE LIST OF ITEMS COVERED AND/OR AUTHORIZED PRICING FOR THE ITEMS COVERED BY THE AGREEMENT HAS BEEN MODIFIED; THE ITEMS AND/OR PRICES AUTHORIZED AS OF THE DATE OF ISSUANCE OF THIS AMENDMENT ARE AS REFLECTED IN Attachment A, ATTACHED HERETO.
- OTHER.

DATE ISSUED: January 14, 1994

APPROVED FOR THE STATE OF RHODE ISLAND:



Administrator, Purchasing Systems

qa:MPAREV