

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the City Council:

**SUBJECT: Communications and Information Technology – Authorize the purchase of software, consulting services and maintenance from Orion Technology, Inc. for web-based Geographic Information System (GIS) application software and development.
Expenditure: \$53,675.00 (includes self-accrued sales tax).**

RECOMMENDATION

The Information Technology Director recommends that City Council:

1. Award a purchase order in the amount of \$32,475.00 to Orion Technology, Inc., of Richmond Hill, Ontario, Canada, for Orion OnPoint-Professional and Orion Pictometry GIS software and maintenance.
2. Approve a consulting services agreement with Orion Technology, Inc. of Richmond Hill, Ontario, Canada, in the amount of \$21,200.00, for the implementation of Orion OnPoint-Professional and Orion Pictometry GIS software applications.

Funding

Funding is available from the Web-based GIS Application Software and Development FEAP 431 of the Capital Improvement Fund (\$39,850) and the Aerial Photography FEAP 441 (\$13,825).

BACKGROUND

A geographic information system (GIS) can be described as a computer system that integrates tabular data (a database or spreadsheet) with geographic data (a map). GIS is often referred to as “smart maps” because of the information that is linked to the graphics of a map. Web-based GIS applications allow non-technical users the ability to access complex GIS data through easy-to-use web applications on standard computers, rather than with complex GIS software on high-end workstation computers.

Currently, to make GIS data accessible to non-technical users, the City’s GIS uses web applications that were included, at no cost, with its current GIS server software. While these web applications are useful and widely used, they do not provide all of the functions necessary to meet the growing demands and requirements.

ANALYSIS

The demand for access to GIS data continues to grow exponentially. Many departments throughout the City are increasingly expressing a need for geographical mapping information to expand or enhance their day-to-day business operations.

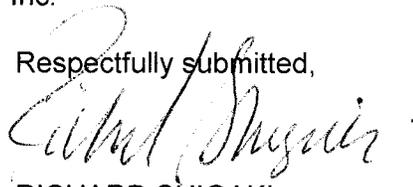
After an extensive requirements and evaluation process and collaborating with users from multiple City departments, Orion Technology, Inc. was selected as the vendor that will best meet the City's needs.

Orion OnPoint Professional software will make web-based GIS applications easier and less expensive for internal CIT staff to develop and maintain, and will help provide a much wider range of information to City staff than is available now. This software provides user-friendly graphical interfaces for users and administrators, and seamlessly integrates data from other City databases through an adaptable web-based interface. With this software, internal CIT staff will be able to synchronize updates of the GIS web applications both with changes in GIS server technology and with other City systems. Orion Pictometry software will allow staff to view Pictometry images (aerial photos) integrated with other GIS data in a web application.

This purchase is exempt from formal bidding per the provisions of Torrance Municipal Code, Section 22.3.19, Exception; Computer and Networking Hardware and Software Purchases. "The provisions of this Article do not apply to contracts for the purchase of computer and networking hardware and software. The purchase of computer and networking hardware and software will be done pursuant to regulations and procedures established by the City Manager."

It is recommended that the City Council authorize the purchase of GIS software and consulting services from Orion Technology, Inc.

Respectfully submitted,



RICHARD SHIGAKI
Information Technology Director

CONCUR:



LeROY J. JACKSON
City Manager

Attachment A: Consulting Services Agreement

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of July 31, 2007 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Orion Technology, Inc., a Canadian Corporation (“CONSULTANT”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide professional services relating to CONSULTANT's Orion OnPoint Enterprise Edition and Orion Pictometry Extension Geographic Information System software products.
- B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services listed in the Scope of Services attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through July 31, 2008.

3. COMPENSATION

- A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$21,200.00 (“Agreement Sum”), unless otherwise first approved in writing by CITY.

- B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

- A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's negligent acts or omissions or willful misconduct in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

Ryan Lee is designated as the “City Representative,” authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. **CONSULTANT REPRESENTATIVE(S)**

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Michael Franschman
Sales Manager - North America

9. **INDEPENDENT CONTRACTOR**

The CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT’s employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. **BUSINESS LICENSE**

The CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT’s risk until written instructions are received from CITY.

13. CARE OF WORK

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONSULTANT's time pertaining to the project, and records of accounts between CITY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONSULTANT will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. INSURANCE

- A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
 2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 3. Professional liability insurance with limits of at least \$1,000,000 per occurrence.
 4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONSULTANT will be primary and non-contributory
- C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS AND SURETIES

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed

accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 - 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONSULTANT: Orion Technology, Inc.
1550 Sixteenth Avenue
Bldg "C" North
Richmond Hill, Ontario, Canada
L4B 3K9

Fax: 905-737-0567

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONSULTANT'S AUTHORITY TO EXECUTE

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement;

and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE
a Municipal Corporation

Orion Technology, Inc.
a Canadian Corporation

Frank Scotto, Mayor

By: _____

ATTEST:

Shafik Jiwani
Chief Operating Officer

Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Revised: 1/30/01

EXHIBIT A
SCOPE OF SERVICES

See Attached Proposals.

Thursday, March 22, 2007

Stephen Lavey
 City of Torrance
 Communications and Information Technology Department
 3031 Torrance Blvd.
 Torrance, CA 90503

Dear Stephen,

Re: Quote for Orion's OnPoint Professional with related consulting services.

Thank you for the opportunity to submit a quotation to your organization for Orion's web-GIS solutions, OnPoint Professional.

Orion's Web-GIS software solutions provide unparalleled spatial and business data access and integration capabilities. Regardless of whether an organization has one or multiple databases, Orion's solutions can seamlessly integrate data in these databases and serve it to Intranet or Internet users through an intuitive and adaptable web-based mapping interface. Content, security, functionality, and appearance are all easy to configure and maintain using point-and-click Administration Tools that accompany the solution. OnPoint – Professional Edition is the recipient of prestigious awards including Urban and Regional Information System Association (URISA), Ontario award for best Web-GIS application and Environmental Systems Research Institute (ESRI) award for best ArcIMS application.

OnPoint based solutions have won 1st Prize 5 out of 7 years at International ArcIMS competitions held at ESRI User Conferences in San Diego, California, USA.

OnPoint is a **thin-client, server-centric**, component-based, **extensible** web-GIS application that empowers ESRI's ArcIMS. It provides fast and powerful Internet / Intranet Mapping and GIS capabilities, and will allow your organization to do the following:

- Provide a single-window mapping interface for your staff, customers and constituents to access GIS data as well as all related data from business systems databases using a web browser
 - No need for expensive desktop seats for accessing data from each business system
 - System administrators do not have to maintain multiple data access applications
 - Users use a web browser and do not have to learn multiple data access applications
- Share centrally defined ArcIMS map services and GIS data warehouse across multiple Web-GIS applications serving multiple departments within your organization as well as customers & constituents
 - Each department can have its own web application serving its own needs by simply creating a separate instance of OnPoint without worrying about the GIS data warehouse and ArcIMS map services
- Create Web-GIS applications without any programming; use OnPoint's powerful point and click interface to build your applications and provide security at data and functional levels

- Without any programming skills, build sophisticated Web-GIS applications linking GIS data to business systems
- Decide which users get access to which data and functionality
- Create custom user interfaces for executives, management, staff, customers and constituents
- Invoke GIS application from other business applications
- Use OnPoint's Developer Tool Kit (licensed separately) to extend OnPoint and add your own custom tools
 - In-house developers can write their own tools that plug into an already rich set of GIS tools provided by OnPoint
 - Cut down your "time to go live on the web" significantly as you only focus on developing your own business logic, and let OnPoint provide the rest
- Generate revenues by letting private enterprises embed interactive mapping into their web applications using your OnPoint interface
 - External systems communicate with OnPoint through a URL to display features and locations triggered by external applications

Orion, in concert with its numerous clients and partners, has developed an implementation methodology that has proven to be very successful. This methodology has evolved from our experience in implementing our products at small, medium and large enterprises in North America and around the world. Our methodology involves significant attention to project management, roles and responsibilities and milestones – all in an effort to ensure a successful implementation.

Note: Orion's web-GIS solution OnPoint Professional is licensed on a per server / per socket basis with access to the server by unlimited users. Below is the pricing summary for software, implementation, and training for OnPoint Professional for a single server with a single socket:

SOFTWARE

Software	Unit	Price Per Unit (U.S.D)	Discount Price Per Unit (U.S.D)	Total Per Unit (U.S.D)
OnPoint Professional production license for (1) server with (1) socket containing a maximum of 2 cores	1	\$40,000	- \$20,000	\$20,000
TOTAL		\$40,000	- \$20,000	\$20,000

CONSULTING

Software Consulting	Unit	Price Per Unit (USD)	Total (USD)
OnPoint Professional Consulting (12 days total) to include the following items:			
1. Project Management (1 day - remote)	1	\$1,200	\$1,200
2. OnPoint Professional Installation / Fine Tuning (1 day - remote)	1	\$1,200	\$1,200
3. OnPoint Professional Training (5 days - onsite)	5	\$1,000	\$5,000
4. OnPoint Configuration Assistance (5 days - onsite)	5	\$1,200	\$6,000
TOTAL			\$13,400

TRAVEL AND TRAVEL RELATED EXPENSES

Note: Travel, accommodation and ground transportation will be charged at ACTUAL cost to the client. Figures above for travel, accommodation and ground transportation are for estimation purposes.

Travel and Travel Related Expenses	Unit	Price Per Unit (USD)	Total (USD)
(2) trip for configuration - Airfare for (1) staff member TO/FROM the client site	2	\$900	\$1,800
Transportation for (1) staff member TO/FROM the client site airport & work airport	8	\$60	\$480
Accommodation for (1) staff member	12	\$150	\$1,800
Meal allowance for (1) staff member	12	\$60	\$720
TOTAL			\$4,800

NOTE: If you decide to send (1) City of Torrance staff member to Training at Orion Technology Inc., we can provide the (5) day training course at \$2,500 U.S.D. This would replace the (5) days at \$1,200 per day = \$6,000 U.S.D. Therefore the City of Torrance would save approximately = \$3,500 U.S.D (\$3,500 for training), as flight, accommodation and transportation are required in both instances.

Maintenance

Seen below are maintenance costs for both first year and second year and beyond with regards to the Orion web-GIS solutions requested. The maintenance figures below represent the maintenance at 20% to include the following:

Server/CPU	Description
1 Server with 1 CPU	20% of original price includes upgrades & bug fixes & client email support interface providing a 48 hour response window for any request for non-critical issues.
Add Additional CPU	20% of original price includes upgrades & bug fixes & client email support interface providing a 48 hour response window for any request for non-critical issues.

ANNUAL SOFTWARE MAINTENANCE	Qty	Price	Total
FIRST YEAR			
<ul style="list-style-type: none"> ▪ OnPoint Professional production maintenance for 1 server with 1 CPU for FIRST year. 	1	\$8,000	\$0
SECOND YEAR AND BEYOND			
<ul style="list-style-type: none"> ▪ OnPoint Professional production maintenance for 1 server with 1 CPU for SECOND year and beyond. 	1	\$8,000	\$8,000
TOTAL			\$8,000

Total Software + Consulting + Travel and Travel related expenses:

Software (\$20,000) plus Consulting (\$13,400) plus Travel and travel related expenses (approx. \$4,800) = \$38,200 U.S.D.

Total Software Maintenance Costs:

Maintenance Fees for First Year = \$0 U.S.D.

Maintenance Fees for Second Year and beyond @ 20% of original price = \$8,000 U.S.D

This pricing, including discount, is valid for 60 days from the date of this letter.

We look forward to working with you in implementing OnPoint Professional at the City of Torrance. If you have any questions or concerns, please call me at (905) 508-6900 extension 244. I look forward to your positive response.

Best regards,

Michael Franschman
North American Sales Manager

To approve this proposal, please sign this page and fax this letter (6 pages) to 905-737-0567 Attention: Michael Franschman.

Approved by Stephen Lavey
On Behalf of
City of Torrance
Communications and Information Technology Department
3031 Torrance Blvd.
Torrance, CA 90503

Date

Thursday, March 22, 2007

Stephen Lavey
 City of Torrance
 Communications and Information Technology Department
 3031 Torrance Blvd.
 Torrance, CA 90503

Dear Stephen,

Re: Quote for Orion's Pictometry extension with related consulting services.

Thank you for the opportunity to submit a quotation to your organization for Orion's web-GIS solution, Pictometry extension.

Orion's Web-GIS software solutions provide unparalleled spatial and business data access and integration capabilities. Regardless of whether an organization has one or multiple databases, Orion's solutions can seamlessly integrate data in these databases and serve it to Intranet or Internet users through an intuitive and adaptable web-based mapping interface. Content, security, functionality, and appearance are all easy to configure and maintain using point-and-click Administration Tools that accompany the solution. OnPoint – Professional Edition is the recipient of prestigious awards including Urban and Regional Information System Association (URISA), Ontario award for best Web-GIS application and Environmental Systems Research Institute (ESRI) award for best ArcIMS application.

OnPoint based solutions have won 1st Prize 5 out of 7 years at International ArcIMS competitions held at ESRI User Conferences in San Diego, California, USA.

OnPoint is a **thin-client, server-centric**, component-based, **extensible** web-GIS application that empowers ESRI's ArcIMS. It provides fast and powerful Internet / Intranet Mapping and GIS capabilities, and will allow your organization to do the following:

- Provide a single-window mapping interface for your staff, customers and constituents to access GIS data as well as all related data from business systems databases using a web browser
 - No need for expensive desktop seats for accessing data from each business system
 - System administrators do not have to maintain multiple data access applications
 - Users use a web browser and do not have to learn multiple data access applications
- Share centrally defined ArcIMS map services and GIS data warehouse across multiple Web-GIS applications serving multiple departments within your organization as well as customers & constituents
 - Each department can have its own web application serving its own needs by simply creating a separate instance of OnPoint without worrying about the GIS data warehouse and ArcIMS map services
- Create Web-GIS applications without any programming; use OnPoint's powerful point and click interface to build your applications and provide security at data and functional levels

- Without any programming skills, build sophisticated Web-GIS applications linking GIS data to business systems
- Decide which users get access to which data and functionality
- Create custom user interfaces for executives, management, staff, customers and constituents
- Invoke GIS application from other business applications
- Use OnPoint's Developer Tool Kit (licensed separately) to extend OnPoint and add your own custom tools
 - In-house developers can write their own tools that plug into an already rich set of GIS tools provided by OnPoint
 - Cut down your "time to go live on the web" significantly as you only focus on developing your own business logic, and let OnPoint provide the rest
- Generate revenues by letting private enterprises embed interactive mapping into their web applications using your OnPoint interface
 - External systems communicate with OnPoint through a URL to display features and locations triggered by external applications

Orion, in concert with its numerous clients and partners, has developed an implementation methodology that has proven to be very successful. This methodology has evolved from our experience in implementing our products at small, medium and large enterprises in North America and around the world. Our methodology involves significant attention to project management, roles and responsibilities and milestones – all in an effort to ensure a successful implementation.

Note: Orion's web-GIS solution Pictometry extension is licensed on a per server / per socket basis with access to the server by unlimited users. Below is the pricing summary for software, implementation, and training for OnPoint Pictometry extension for a single server with a single socket:

SOFTWARE

Software	Unit	Price Per Unit (U.S.D)	Discount Price Per Unit (U.S.D)	Total Per Unit (U.S.D)
OnPoint Pictometry extension license for (1) server with (1) socket containing a maximum of 2 cores	1	\$20,000	- \$10,000	\$10,000
TOTAL		\$20,000	- \$10,000	\$10,000

CONSULTING

Software Consulting	Unit	Price Per Unit (USD)	Total (USD)
OnPoint Pictometry extension Consulting (3 days total) to include the following items:			
1. OnPoint Pictometry extension Installation / Fine Tuning (1 day - remote)	1	\$1,000	\$1,000
2. OnPoint Pictometry extension Training (1 days - remote)	1	\$1,000	\$1,000
3. OnPoint Pictometry extension configuration (1 days - remote)	1	\$1,000	\$1,000
TOTAL			\$3,000

Maintenance

Seen below are maintenance costs for both first year and second year and beyond with regards to the Orion web-GIS solutions requested. The maintenance figures below represent the maintenance at 20% to include the following:

Server/CPU	Description
1 Server with 1 CPU	20% of original price includes upgrades & bug fixes & client email support interface providing a 48 hour response window for any request for non-critical issues.
Add Additional CPU	20% of original price includes upgrades & bug fixes & client email support interface providing a 48 hour response window for any request for non-critical issues.

ANNUAL SOFTWARE MAINTENANCE	Qty	Price	Total
FIRST YEAR			
<ul style="list-style-type: none"> ▪ OnPoint Pictometry extension production maintenance for 1 server with 1 socket for FIRST year. 	1	\$2,000	\$0
SECOND YEAR AND BEYOND			
<ul style="list-style-type: none"> ▪ OnPoint Pictometry extension production maintenance for 1 server with 1 socket for second year and beyond. 	1	\$2,000	\$2,000
TOTAL			\$2,000

Total Software + Consulting + Travel and Travel related expenses:

Software (\$10,000) plus Consulting (\$3,000) = \$13,000 U.S.D.

Total Software Maintenance Costs:

Maintenance Fees for First Year = \$0 U.S.D.

Maintenance Fees for Second Year and beyond @ 20% of original price = \$2,000 U.S.D

This pricing, including discount, is valid for 60 days from the date of this letter.

We look forward to working with you in implementing OnPoint Pictometry extension at the City of Torrance. If you have any questions or concerns, please call me at (905) 508-6900 extension 244. I look forward to your positive response.

Best regards,

Michael Franschman
North American Sales Manager

To approve this proposal, please sign this page and fax this letter (5 pages) to 905-737-0567 Attention: Michael Franschman.

Approved by Stephen Lavey
On Behalf of
City of Torrance
Communications and Information Technology Department
3031 Torrance Blvd.
Torrance, CA 90503

Date

EXHIBIT B**COMPENSATION SCHEDULE**

The project is not-to-exceed \$21,200.00. Invoices for payment can be submitted upon completion and acceptance at each phase, including receipts for invoiced travel expenses:

Phase I: Installation, Training and Configuration

Orion Products Master License Agreement

This is a License Agreement and not an Agreement for Sale. This Agreement sets forth the terms between Purchaser of License (hereinafter referred to as "Purchaser") of Orion Products and Orion Technology Inc. (hereinafter referred to as "Orion"), located at 1550 Sixteenth Avenue, Building "C" North, Richmond Hill, Ontario, Canada, L4B 3K9, under which Purchaser may install and use any of the Orion Products Software (hereinafter referred to as "Orion Product"). BY INSTALLING Orion Product ON A SERVER (COMPUTER) YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS Orion Product LICENSE AGREEMENT INCLUDING ITS WARRANTY DISCLAIMERS AND LIMITATION ON LIABILITY. YOU MAY ONLY INSTALL AND USE Orion Product UNDER THE TERMS OF THIS LICENSE AGREEMENT. Read this Agreement carefully. If you do not agree to the terms, then don't continue installation of this software. Exit installation by clicking on "DISAGREE" button and return the Orion Product software and related materials to Orion along with a written certification that Orion Product was not installed on any computer. INSTALLATION OF Orion Product WILL AUTOMATICALLY IMPLY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS Orion Products MASTER LICENSE AGREEMENT.

- The Term "Orion Product" refers to all Orion Products (including, but not limited to, OnPoint & its Extensions, InstaMAP, OnSite) Software Applications developed by Orion.
- The term "Orion Product Source Code" includes software programming code, libraries, and extensions.
- The term "Related Materials" refers to all Documentation relating to Orion Product.

Grant of License

Server & CPU Definition: Orion Products are licensed on a Server/CPU basis. With Virtual machine (VM) technology, it is possible to create and run multiple virtual servers on a single physical server. For licensing of Orion Products, every virtual server of a physical server is considered an independent server and will require separate (its own) Orion Products License. A multicore computer chip with "N" number of CPUs is treated as "N" CPUs. For example, a server that has a dual-core computer chip on it would need to be licensed for two (2) CPUs, even though there is a single computer chip core that holds the two (2) CPUs.

Installation: Orion grants you, the Purchaser, the right to install Orion Product on ONE (1) SERVER with TWO (2) CPUs (except in cases where Purchaser has purchased License for additional CPU Server or Clustered environments) pursuant to the terms of this License Agreement subject to payment of appropriate fees. Purchaser will operate Orion Product with access allowed to unlimited clients. Installation of Orion Product by means not set forth under this Agreement is not authorized and is prohibited unless separate license terms are agreed to in writing by Orion.

Restrictions:

1. The right to Install and use Orion Product may not be transferred, distributed, or assigned to any third party without Orion's express written permission. Purchaser shall not remove or modify any copyright or other intellectual property notice. ALL INSTALLATION AND USE RIGHTS NOT SPECIFICALLY GRANTED IN THIS LICENSE AGREEMENT ARE PROHIBITED WITHOUT Orion's WRITTEN APPROVAL. All rights not specifically granted in this Agreement are reserved to Orion.
2. Purchaser will not use Orion Product or Related Materials as an Application Service Provider (ASP). Use of Orion Product or Related Materials in an ASP business model is subject to execution of a written ASP license agreement and payment of appropriate additional license fees
3. Reverse engineering Orion Product Source Code is strictly prohibited.
4. Copying or using any part of Orion Product Source Code is strictly prohibited.
5. Purchaser shall use all practical means, contractual and technical, to prevent any in-house or external user (including network users) from using any portions of Orion Product Source Code.
6. Purchaser shall not modify, move or remove "powered By "Orion Product" image and associated hyperlink, from Orion Product user interface.
7. Orion may enforce its intellectual property rights through injunctive relief and other remedies in law or equity.

Return Policy: In the event Purchaser wishes to return Orion Product as provided for in this Agreement, Purchaser may return Orion Product and Related Materials to Orion within thirty (30) days of Purchase for a credit or refund of paid license fees less 10% administration fees. In returning Orion Product, Purchaser shall certify in writing that all copies of Orion Product have been removed and destroyed and Related Materials returned to Orion.

Warranty: The Orion Product software and Related Materials are licensed to you on an "AS IS" basis. Orion warrants that Orion Product shall perform in accordance with the functional specifications as set out in the Related Materials for 90 days following delivery of Orion Product to Purchaser. Orion's sole obligation and the Purchaser's sole remedy with respect to the foregoing warranty shall be for Orion to: either provide correction or workaround for any identified problem in Orion Product; or to replace defective medium of documentation; or to refund license fees if Orion Product does not perform in accordance with the functional specifications as set out in the accompanying documentation. In the event Purchaser wishes to return Orion Product, Purchaser shall certify in writing that all copies of Orion Product have been removed and destroyed and Related Materials returned to Orion. Orion EXPRESSLY DISCLAIMS ALL OTHER WARRANTY OF ANY KIND INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR INTENDED PURPOSE.

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Intellectual Property: Orion DISCLAIMS ALL WARRANTY AND INDEMNITY IN REGARD TO CLAIMS BASED ON THE INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PARTY. In the event of such claim, Purchaser's sole remedy shall be to return Orion Product and Related Materials for a refund of the license fee.

Purchaser's Indemnity: Purchaser agrees to indemnify Orion from any damages or liability resulting from Purchaser's actions, representation, or use of Orion Product that is not in accordance with the terms of this Agreement.

Audit: Orion shall have the right, upon written notice, to audit Purchaser's records to verify compliance with this Agreement pertaining to number of copies of Orion Product Installation. Audit may take place at Purchaser's place of business during normal working hours.

Injunctive Relief: Purchaser agrees that Orion Product contains computer code, libraries, and Data that are proprietary to Orion and third party suppliers and that violation of this Agreement would cause Orion and its third party suppliers irreparable harm for which damages are not now ascertainable. In the event of violation of any of these license terms, Purchaser agrees that Orion shall, in addition to any other damages or remedies at law or equity, be able to seek and obtain injunctive relief against further infringement without proving actual damage or posting bond.

Law: This Agreement shall be governed by the laws of the Province of Ontario. If Orion Product is delivered to a country outside Canada, this Agreement shall be governed by the commercial laws of the country in which Orion Product is delivered, except as to Copyright, Patent, Trade Secret, and Trademark matters, which shall be governed by the laws of Canada and international treaties and conventions, as appropriate. This Agreement shall not be construed under the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

No Waiver: Failure of Orion to assert any right set forth in this Agreement shall not be construed as a waiver thereof nor serve as a prohibition against asserting that right or any other right under this Agreement.

Third Party Software: Prior to installing Orion Product, Purchaser must have licenses for all necessary third party software. Purchaser is solely responsible for obtaining all third party licenses. All licensing terms and agreements for third party software will be between Purchaser and third party software supplier with no obligation or liability of Orion.

20/December/2006



Orion Technical Support and Software Upgrade (TSSU) Service Level Agreement

Congratulations on your purchase of an Orion Technology Inc. GIS software product. To protect your investment, we are pleased to offer our customers an industry leading software support and protection program.

Orion's Technical Support and Software Upgrade (TSSU) program provides Orion Customers with ongoing access to product improvements and technical support for Orion Products. Three distinct "flavours" of TSSU are available:

Please indicate level of service desired for one year (tick one).

- Advanced Level Service - 25% of Software License List Price**
 All items included in Basic Level Service
 Requests can be submitted via e-mail, telephone, or Members Area
 4 hour acknowledgement if request submitted via e-mail or telephone
 Resolution or response of request within 1 business day from the receipt of the request

- Basic Level Service - 20% of Software License List Price**
 All items included in Software Protection
 Request can be submitted via Members Area for bugs and support
 Immediate¹ acknowledgement if request submitted via Members Area
 Resolution or response of request within 2 business days from the receipt of the request
 Access to technical documents, FAQ's, and Knowledge Base
 *Please note that support requests will not be accepted via telephone or e-mail

For special cases, Orion provides Premium Level service, which is our advanced level service plus support for core technologies used by Orion Products. Currently we support²:

* ArcIMS 4.1, 9.0, 9.1, 9.2

* ArcSDE 8.3, 9.0, 9.1, 9.2 on Oracle 8, 9i, 10gR2

* ArcSDE 8.3, 9.0, 9.1, 9.2 on SQL 2000 or SQL 2005

First year³ of TSSU is provided at no charge with the purchase of Orion product software licenses.

Should you wish to change your level of service at the end of your TSSU year, please submit a written request two months in advance of the year end. By default, your maintenance is renewed at the same level as the previous year.

Name (print)

Organization

Date

Signature

¹ Response may be delayed if there are issues with e-mail servers or network.

² Core technologies are regularly added to this list as they become certified with Orion products.

³ Technical support will begin when training is completed, Orion's implementation service completed, Software Registration is completed; which ever is last. Special consideration if waiting for Implementation due to booking.