



# Quotation # Q-516767

Date: March 26, 2024

Customer # 119719 Contract # ENTERPRISE AGREEMENT

City of Sunnyvale  
Information Technology  
650 W Olive Ave  
Sunnyvale, CA 94086-7637

ATTENTION: Gaiping Li  
PHONE: (408) 730-3057  
EMAIL: gli@sunnyvale.ca.gov

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

**To expedite your order, please attach a copy of this quotation to your purchase order.**  
**Quote is valid from: 3/7/2024 To: 6/5/2024**

Material	Qty	Term	Unit Price	Total
168181	1	Year 1	\$75,000.00	\$75,000.00
Populations of 125,001-150,000 Small Government Enterprise Agreement Annual Subscription				
168181	1	Year 2	\$95,000.00	\$95,000.00
Populations of 125,001-150,000 Small Government Enterprise Agreement Annual Subscription				
168181	1	Year 3	\$113,300.00	\$113,300.00
Populations of 125,001-150,000 Small Government Enterprise Agreement Annual Subscription				
133072	1		\$6,000.00	\$6,000.00
ArcGIS StreetMap Premium Desktop USA Single Use Annual Subscription				
151678	1		\$2,000.00	\$2,000.00
ArcGIS StreetMap Premium Desktop Custom Roads USA State Single Use Annual Subscription				
166942	1		\$357.50	\$357.50
ArcGIS Data Interoperability for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Sandi Hirth	<b>Email:</b> shirth@esri.com	<b>Phone:</b> (916) 448-2412 x2058
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

HIRTHS

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



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*To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 3/7/2024 To: 6/5/2024*

Subtotal:	\$291,657.50
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$291,657.50</b>

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Sandi Hirth	<b>Email:</b> shirth@esri.com	<b>Phone:</b> (916) 448-2412 x2058
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.





**Esri Use Only:**

Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement # \_\_\_\_\_

**SMALL ENTERPRISE AGREEMENT  
 COUNTY AND MUNICIPALITY GOVERNMENT  
 (E214-5)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
 List of Products**

**Uncapped Quantities**

**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
 ArcGIS Desktop Standard  
 ArcGIS Desktop Basic  
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise (Advanced and Standard)  
 ArcGIS Monitor  
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Runtime Standard  
 ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
 Two (2) ArcGIS CityEngine Single Use Licenses  
 1,000 ArcGIS Online Viewers  
 1,000 ArcGIS Online Creators  
 110,000 ArcGIS Online Service Credits  
 1,000 ArcGIS Enterprise Creators  
 10 ArcGIS Insights in ArcGIS Enterprise  
 10 ArcGIS Insights in ArcGIS Online  
 100 ArcGIS Location Sharing User Type Extension (Enterprise)  
 100 ArcGIS Location Sharing User Type Extension (Online)  
 18 ArcGIS Advanced Editing User Type Extension (Enterprise)

**OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	<b>4</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>4</b>
Maximum number of sets of backup media, if requested*	<b>2</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

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

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

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

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

### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

AN ESRI  
PROPOSAL

January 31, 2024

# ArcGIS Server Consulting Support

## Prepared for:

Matthew Proctor-Brown  
City of Sunnyvale  
650 W Olive Ave  
Sunnyvale, CA 94086

**Esri Quote Number: P017452**

380 New York Street  
Redlands, California 92373-8100 usa  
909 793 2853  
info@esri.com  
esri.com



## Introduction:

City of Sunnyvale (Sunnyvale) has requested Environmental Systems Research Institute, Inc. (Esri) Professional Services to provide ArcGIS Server consulting support. The quote below describes the scope of services, schedule, pricing, terms and conditions, and purchasing instructions.

## Scope of Services:

### Activity 1 ArcGIS Server Installation and Configuration

Esri will provide up to 40 hours of remote consulting services to assist Sunnyvale with installing and configuring ArcGIS Server. It is anticipated that consulting services will include the following topics:

- Installation of ArcGIS Server on up to 3 machines and configuration of individual sites
- Brief documentation (up to 3 pages) of installed architecture and configuration settings

This activity will be supported remotely from Esri's offices. The Esri consultant will work with direction from Sunnyvale's technical staff and management.

### Activity 2 Python Scripting Support

Esri will provide up to 60 hours of remote consulting services to assist Sunnyvale with Python scripting. It is anticipated that consulting services will include the following topics:

- Develop, implement, and test a Python script propagating ArcGIS Server configuration and service definitions from a staging server to up to 3 production server sites.
- Develop, implement, and test a Python script to automate the process of updating and keeping in sync the data supporting services that will be maintained on file geodatabases local to each server.

This activity will be supported remotely from Esri's offices. The Esri consultant will work with direction from Sunnyvale's technical staff and management.

### Activity 3 Post Implementation Support

Esri will provide up to 20 hours of remote consulting services to assist Sunnyvale with post implementation support. It is anticipated that consulting services will include the following topics:

- ArcGIS Server troubleshooting

- Knowledge transfer on ArcGIS Server best practices
- Python scripting support

This activity will be supported remotely from Esri's offices. The Esri consultant will work with direction from Sunnyvale's technical staff and management.

### ***Esri Responsibilities***

- Provide up to 120 hours of consulting services as described above.

### ***Sunnyvale Responsibilities***

- Communicate consulting needs and priorities to the Esri consultants.
- Provide the appropriate Sunnyvale staff members to work with the Esri consultant.
- Provide the Esri consultants with access to Sunnyvale's data and system environment, as necessary.
- Procure necessary Esri software licenses prior to work beginning, not included in the Pricing below.

### ***Assumptions***

- Installation prerequisites will be in place before work begins; necessary ports opened, install packages downloaded and on servers, virtual machine servers set up and ready for installation, active directory service account created (if necessary), CA certifications acquired (if necessary).
- Location where Python script is run has access to file locations on each server with File Geodatabases and also has access to ArcGIS Server endpoints and has credentials to manage services.
- Pricing assumes all consulting services will be provided remotely from Esri's offices during Esri's normal business hours and no travel will be required of the Esri consultants.
- Remote support will be provided during the standard Esri working hours of Monday-Friday, 9 AM-5 PM Pacific Standard Time.
- Remote support will be conducted via email, telephone, and webcast.
- Esri will not be responsible for data clean-up, if needed.
- Esri will not be responsible for load balancer configuration.
- Consulting support is limited to Esri commercial-off-the-shelf (COTS) software, and will not include any non-Esri-based systems.

## Schedule:

The schedule will be mutually agreed upon between Sunnyvale and Esri within 10 business days after contract award with anticipated end date of December 31, 2024.

## Pricing:

The pricing provided below has been estimated based upon an anticipated award of a Time-and-Materials (T&M) contract. The required labor hours, including preparation time, have been estimated based upon prior experience with work of a similar nature. The total not-to-exceed (NTE) price for the quoted Scope of Services is **\$34,440**.

This price is exclusive of any applicable federal, state and/or local taxes for which Esri may collect and Sunnyvale shall remain responsible.

Esri anticipates using staff from the Technology Consultant/Engineer (S1) labor category; however, depending on the level of expertise required to perform certain activities during this engagement, Esri may be required to utilize other Esri staff members with a different skill-set and labor category.

T&M consulting services will be conducted under the following conditions:

- In the event Esri completes the Scope of Services for less than the NTE budget, Sunnyvale will only be invoiced for the actual hours expended plus ODCs.
- In the event Esri reaches the NTE budget limit before the Scope of Services is completed, Sunnyvale will have the option to either (a) increase the contract funding in order to allow the work to continue; or (b) instruct Esri to stop work. If Sunnyvale chooses to stop work, Esri will do so without liability.
- Esri reserves the right to reallocate the project funding between Scope of Services activities and/or ODCs, as necessary to facilitate the work effort, provided the overall contract price is not exceeded.
- For activities/engagements that span more than 1 business day, if Sunnyvale reschedules or cancels the consulting engagement within three (3) calendar days of the scheduled start date, Esri will separately invoice Sunnyvale a cancellation fee of \$2,500.

All work will be accomplished in accordance with the Scope of Services with the deliverable being consulting time. If additional work is requested by Sunnyvale in writing beyond the scope of this quote, Esri will provide an updated quote. Esri will perform and invoice Services on a time and materials basis using the labor categories and rates specified for the performance period. Labor will be invoiced on a monthly basis for actual hours expended during the previous

month. Other direct costs (ODCs) will include a fifteen percent (15%) burden. Invoices are to be paid within 30 days of receipt. This quote is valid until August 31, 2024.

## Terms and Conditions:

By purchasing these services, the customer agrees to the **Professional Services Agreement G363CT**, which will take precedence over any other terms and/or customer ordering documents. If not attached, the terms and conditions can be found at:

<https://www.esri.com/en-us/legal/terms/services>

## Purchasing:

To order these services as quoted, please email the following items to Alex Muñoz at [amunoz@esri.com](mailto:amunoz@esri.com) or fax to (909) 798-2003.

1. Purchase Order:
  - In the amount of the Total NTE Price above
  - Referencing this Quote No. P017452, dated January 31, 2024
2. A copy of this quote.

When we receive these completed documents, Esri will contact you to discuss staff assignment and schedule. We look forward to supporting you.

## Contact:

Alex Muñoz  
Esri Professional Services  
380 New York St  
Redlands, CA 92373  
909-793-2853 ext. 1597  
[amunoz@esri.com](mailto:amunoz@esri.com)  
[www.esri.com](http://www.esri.com)



## TIME AND MATERIALS RATE SCHEDULE

*Effective January 1, 2024*

Hourly time and materials labor category descriptions and rates have been provided for each labor category for calendar year 2024. The hourly labor rates for services that are performed after 2024 may be escalated in an amount not to exceed five percent (5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

### **Technology Consultant/Engineer (S1)**

Staff members in this labor category provide day-to-day technology consulting, troubleshooting, and engineering services on many aspects of project implementation. These projects include COTS software configuration, custom software development, database consulting, training development and delivery, technical documentation, and other technology consulting and engineering services. Individuals in this category have specialized skills and experience with a variety of technologies that can be applied to a broad spectrum of assignments.

### **Senior Technology Consultant/Engineer (S2)**

Staff members in this labor category provide strategic technology consulting and engineering services across project implementation. These staff may provide technical leadership services, architecture and design services, as well as training development and delivery for small to moderately complex solutions. Individuals in this category have higher-level specialized skills and experience with a variety of technologies that can be applied to a broad spectrum of assignments.

### **Principal Technology Consultant/Engineer (S3)**

Staff members in this labor category work as technical leads and/or senior technical advisers, providing technology vision, solution architecture, and strategic technology consulting for projects of all sizes and scopes. These staff may provide strategic technology design & planning, oversight of technical implementation activities, solution architecture and database design, system integration, and other technology training, consulting, and engineering services. Individuals in this category have advanced, diverse, and specialized skills and experience with a variety of technologies that can be applied to a broad spectrum of complex assignments. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support a successful project completion.

### **Consultant/Project Manager (M1)**

Staff members in this labor category provide day-to-day consulting for and management of many aspects of GIS and related technology projects. The scope of these projects may include database development and administration, training, technical support, business process design and development, definition of work plans, project management of technical and contractual deliverables, and ad hoc consulting. For complex projects, these individuals may team with senior staff to develop comprehensive work plans that address risk, schedule, and budget management and provide the framework for project implementation.

### **Senior Consultant/Project Manager (M2)**

Staff members in this labor category provide strategic consulting and management services for complex GIS and related technology projects. These staff members have market/application domain expertise with extensive experience in various technologies required to support the successful completion of a project. Consulting activities may include strategic planning, implementation of change management methodologies and system integration, and training, as well as project management oversight of project deliverables and subcontractors. These individuals may also design comprehensive work plans that address risk, schedule, and budget management and provide the framework for project implementation.

### **Principal Consultant/Program Manager (M3)**

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and related technology projects. Consulting activities may include strategic planning, oversight of requirements definitions, application and database design, system integration, curriculum development and help desk system architecture. Management activities may include providing oversight on defining program requirements and objectives, establishing budgets and schedules, as well as allocating staff and other resourcing activities.

### **Technology Support Specialist (DB)**

Staff members in this labor category work in professional entry-level roles to support definable activities of larger technology projects. Working with technical and management leads and mentors, these staff provide support to technology projects as assigned.

### Current Rates by Labor Category

<b>Labor Category</b>	<b>Rate</b>
Technology Consultant/Engineer (S1)	\$287
Senior Technology Consultant/Engineer (S2)	\$370
Principal Technology Consultant/Engineer (S3)	\$455
Consultant/Project Manager (M1)	\$347
Senior Consultant/Project Manager (M2)	\$437
Principal Consultant/Program Manager (M3)	\$578
Technology Support Specialist (DB)	\$240

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