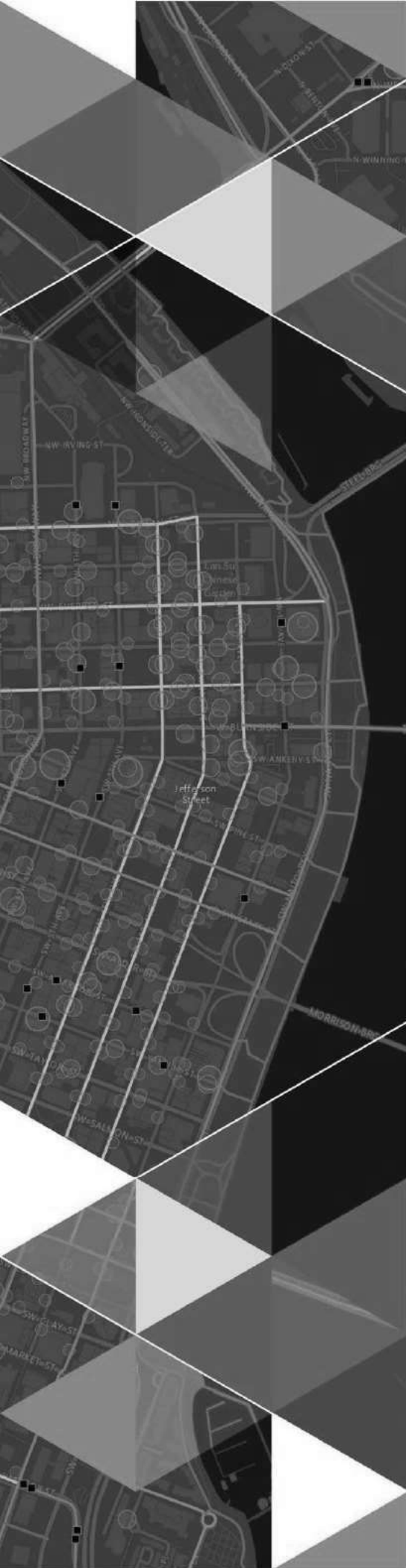




AN ESRI
PROPOSAL

August 19, 2022

ArcGIS Hub Implementation Support

Prepared for:

George Strebel, GIS Manager

County of Williamson

301 Se Inner Loop Ste 105

Georgetown, TX 78626

Esri Quote Number: [REDACTED]

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



Introduction:

County of Williamson (Williamson) has requested Environmental Systems Research Institute, Inc. (Esri) Professional Services to provide consulting services for ArcGIS Hub configuration and administration. The quote below describes the scope of services, schedule, pricing, terms and conditions, and purchasing instructions.

Scope of Services:

Esri will provide up to 38 hours of remote consulting services to assist Williamson with configuring ArcGIS Hub. It is anticipated that consulting services will include the following topics:

- Provide understanding of ArcGIS Hub features and capabilities
- Hands-on walkthrough of ArcGIS Hub administration and page creation
- Knowledge transfer of basic approach to creating initiatives within ArcGIS Hub
- Hands on creation of a pilot initiative page
- Create pilot initiative site/page using existing content/data

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

Esri Responsibilities

- Provide up to 38 hours of consulting services as described above.

Williamson Responsibilities

- Communicate consulting needs and priorities to the Esri consultant(s).
- Provide the appropriate Customer Name Abbreviation staff members to work with the Esri consultant(s).
- Provide the Esri consultant(s) with access to Customer Name Abbreviation's data and system environment, as necessary.

Assumptions

- 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 consultant(s).
- Esri will not be responsible for data clean-up, if needed.

- Consulting support is limited to Esri commercial-off-the-shelf (COTS) software, and will not include any non-Esri-based systems.
- Williamson's ArcGIS Organization is already set up and available to use for the Scope of Services above.
- Williamson participants are familiar with Web GIS, working with data, and have a basic understanding of Esri product concepts
- Williamson has existing data loaded and in GIS format

Schedule:

The schedule will be mutually agreed upon between Williamson and Esri within 10 days after contract award with anticipated end date of December 31, 2022

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, and other burdened direct cost items (ODCs) 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 **\$11,956**.

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

All work will be accomplished in accordance with the Scope of Services with the deliverable being consulting time. If additional work is requested by Williamson 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. Invoices are to be paid within 30 days of receipt. This quote is valid for a period of 90 days from the submittal date above.

Terms and Conditions:

By purchasing these services, Williamson agrees to the terms and conditions contained in the Master Purchase Agreement (Esri Agreement No. [REDACTED] / State of TX DIR Contract No. DIR-CPO-4699) between Environmental Systems Research Institute Inc. (“Esri”) and The State of Texas, acting by and through the Department of Information Resources (“DIR”) effective July 18, 2022 (hereinafter referred to as the “Agreement”). Williamson agrees to incorporate the Texas DIR-CPO-4699 Customer Addendum to Purchase Order, which is attached as Appendix A, and shall be executed and made effective as of the last date signed below (“Effective Date”).

Purchasing:

To order these services as quoted, please notify Amy Robinett of the contract award using the information provided below. Thereafter, Amy Robinett will engage Esri's Contract Administrator to draft the necessary T&M Task Order issued under the existing Agreement, in accordance with the details 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:

Amy Robinett
Esri Professional Services
19026 Ridgewood Parkway, Suite 309
San Antonio, TX 78259
(210) 499-1044 x8822
ARobinett@esri.com | www.esri.com



TIME AND MATERIALS RATE SCHEDULE

Effective January 1, 2022

Hourly time and materials labor category descriptions and rates have been provided for each labor category for calendar year 2022. The hourly labor rates for services that are performed after 2022 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

Labor Category	Rate
Technology Consultant/Engineer (S1)	\$314.63
Senior Technology Consultant/Engineer (S2)	\$409.88
Principal Technology Consultant/Engineer (S3)	\$476.28
Consultant/Project Manager (M1)	\$367.55
Senior Consultant/Project Manager (M2)	\$466.65
Principal Consultant/Program Manager (M3)	\$600.39
Technology Support Specialist (DB)	\$264.60

Appendix A Texas DIR-CPO-4699 Customer Addendum to Purchase Order

Texas DIR-CPO-4699 Customer Addendum to Purchase Order

Pursuant to Section 10.12 ("Limitation of Liability") of Appendix A to the DIR Contract No. DIR-CPO-4699, the parties agree to the following:

Limitation of Liability

A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

B. Successful Respondent's liability for damages in any claim or cause of action arising under or related to the Purchase Order or quotation shall not exceed two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order. If included in a quotation, such term shall not be valid unless it is attached to or incorporated by reference into the corresponding Purchase Order.

C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract, except as allowed by subsection 10.12(D) below; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

D. Successful Respondent's liability to for damages in any claim or cause of action arising under or related to the Purchase Order or quotation for indemnification requirements under Section 10.1.1(A)(iii); shall not exceed (i) \$1 million or (ii) two-times the total value of the Purchase Order, whichever is greater. Such limitation shall be distinct and calculated separately from any limitation included in such Purchase Order or quotation pursuant to Section 10.12(B) above. Such term shall not be valid unless it is stated on a standalone page signed by both parties and attached to or incorporated by reference into the corresponding Purchase Order. CUSTOMER SHOULD CONSULT WITH LEGAL COUNSEL AND CAREFULLY CONSIDER POTENTIAL RISKS ASSOCIATED WITH A DATA BREACH TO DETERMINE LIMITATIONS APPROPRIATE FOR SUCH PURCHASE ORDER OR QUOTATION.

The parties may sign this Addendum in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Addendum is executed and effective as of the date of Customer signature below.

The authorized representatives of each party accept and agree to the terms of this Addendum by signing below:

(Customer)

Legal Address: _____

By: 
Bill Gravell (Sep 16, 2022 10:54 CDT)

Authorized Signature

Printed Name: Bill Gravell

Title: County Judge

Date: Sep 16, 2022

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (Esri)

380 New York Street, Redlands, CA 92373-8100

By: 

Authorized Signature

Printed Name: Tamisa Greening

Title: Managing Attorney, Contracts & Legal

Misc Sales Agmt - Addendum to DIR POs

Final Audit Report

2022-08-09

Created:	2022-08-09
By:	Roanan Harris (rharris@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsCnk-twBhE4LIXHYNsYxowQ6OvzexfkX

"Misc Sales Agmt - Addendum to DIR POs" History

-  Document created by Roanan Harris (rharris@esri.com)
2022-08-09 - 9:25:02 PM GMT- IP address: 13.110.74.8
-  Document emailed to Tamisa Greening (tgreening@esri.com) for signature
2022-08-09 - 9:25:40 PM GMT
-  Email viewed by Tamisa Greening (tgreening@esri.com)
2022-08-09 - 9:30:15 PM GMT- IP address: 198.102.58.250
-  Document e-signed by Tamisa Greening (tgreening@esri.com)
Signature Date: 2022-08-09 - 9:32:10 PM GMT - Time Source: server- IP address: 198.102.58.250
-  Agreement completed.
2022-08-09 - 9:32:10 PM GMT

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