



AN ESRI
PROPOSAL

May 10, 2019

ArcGIS Fire Services Consulting

Prepared for:

Steve Howard, Fire Chief
City of Waukesha Fire Department
130 W Saint Paul Ave
Waukesha, WI 53188

Esri Proposal Number: P19-24828

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Introduction:

City of Waukesha Fire Department (City of Waukesha) has requested Environmental Systems Research Institute, Inc. (Esri) Professional Services to provide consulting services to assist with the configuration of database views from their ProPhoenix CAD system, and the configuration of applications to display near-real-time call data, a call analytics dashboard, and mobile data collection of inspection data. The proposal below describes the scope of services, schedule, pricing, terms and conditions, and purchasing instructions.

Scope of Services:

Esri will provide up to 48 hours of consulting services, including travel time, to assist City of Waukesha with configuring a Chief's Dashboard to display call metrics, and inspection data, as well as a web application to allow editing. It is anticipated that consulting services will include the following topics, which are estimated to be supported across each day while onsite:

- Configure services and a web map for each configurable application.
- Configure two instances of the Operations Dashboard for ArcGIS call analytics and inspection analytics.
- Configure a web application to allow for correction of data anomalies.
- Technical knowledge transfer.

Esri anticipates that 1 consultant will support this activity for up to 4 consecutive business days on-site at City of Waukesha's facilities in Waukesha, WI. The Esri consultant will work with direction from City of Waukesha's technical staff and management. Following the on-site visit, remaining hours can be used for remote, ad-hoc services via telephone, e-mail, and/or webcast.

Esri Responsibilities

- Provide up to 48 hours of consulting services as described above.

City of Waukesha Responsibilities

- Communicate consulting needs and priorities to the Esri consultant.
- Provide the appropriate City of Waukesha staff members to work with the Esri consultant.
- Provide the Esri consultant with access to City of Waukesha's data and system environment, as necessary.

Assumptions

- Esri assumes that the City of Waukesha's ArcGIS Enterprise instance will be used to support this engagement.
- Pricing assumes one trip covering four consecutive business days for one Esri consultant from Esri's offices in Redlands, CA to City of Waukesha's offices in Waukesha, WI.
- On-site consulting time is based on an estimate of up to 8 hours per day.
- The City of Waukesha will procure any necessary licenses prior to the commencement of work.

Schedule:

The schedule will be mutually agreed upon between City of Waukesha and Esri within 10 days after contract award with anticipated end date of August 31, 2019.

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 travel time, 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 proposed Scope of Services is **\$16,740**.

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

Esri anticipates using staff from the GIS System/Software Developer (S2) 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, City of Waukesha 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, City of Waukesha 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 City of Waukesha chooses to stop work, Esri will do so without liability.

- Esri reserves the right to reallocate the project funding between Scope of Services activities, labor categories 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 City of Waukesha in writing beyond the scope of this proposal, Esri will provide an updated proposal. Esri will perform and invoice Services on a time and materials basis using the labor categories and rates, specified in Attachment A, for the performance period. Labor, including travel time, will be invoiced on a monthly basis for actual hours expended during the previous month. Meals will be invoiced on a “per diem” basis in accordance with the full daily limits stated in the most current Federal Travel Regulations. Other direct costs (ODCs), including travel-related expenses and meal per diem, will include a fifteen percent (15%) burden. Invoices are to be paid within 30 days of receipt. This proposal is valid for a period of 90 days from the submittal date above.

Terms and Conditions:

By purchasing these services, the customer agrees to the terms and conditions contained in the **Implementation Services Time and Materials Agreement (G363B)**, attached hereto as **Attachment B** (hereinafter referred to as the “Agreement”).

Purchasing:

To order the consulting support as proposed, please email the following items to Jennifer Hughey at JHughey@esri.com:

1. Purchase Order:
 - In the amount of the Total NTE Price above;
 - Referencing this Proposal No. P19-24828, dated May 10, 2019
2. The Implementation Services Time and Materials Agreement (G363B), executed by an authorized representative of the City of Waukesha

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

Contact:

Jennifer Hughey
Esri Professional Services
380 New York Street
Redlands, CA 92373
(909) 793-2853 x2937
JHughey@esri.com | www.esri.com



**ATTACHMENT A
TIME AND MATERIALS RATE SCHEDULE**

Effective January 1, 2019

Hourly time and materials labor rates have been provided for each labor category for calendar year 2019. The hourly labor rates for services that are performed after 2019 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.

GIS Technical Specialist/Engineer (S1)

Hourly Rate: \$239

Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software documentation according to design specifications developed by senior technical staff described below. As a group, these staff members are experienced in the coding of software and the creation of digital databases, as well as in software development associated with Esri's commercial off-the-shelf (COTS) software products; web, desktop, or server software development languages; geospatial data formats; and other technologies. These individuals also develop effective database designs, implement data conversion processes and procedures, and perform software and database quality control. This category also includes staff involved in the development and delivery of training and those with expertise in creating, editing, and teaching training content.

GIS System/Software Developer (S2)

Hourly Rate: \$307

Staff members in this labor category support the design of technical project specifications for the implementation of application software projects and database development projects. They support the day-to-day technical activities of the project team and ensure that standard system methodologies are employed. They also perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of complex and strategic portions of application software and database conversion projects. As a group, these staff members are proficient in Esri COTS software products; web, desktop, and server software development languages; geospatial data formats; and other technologies. These staff members design and develop QA/QC programs and support design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle. This category of staff includes senior staff who apply subject-matter expertise to design, develop, and deliver training content and supporting technologies, leveraging adult learning methodologies.

Senior GIS System/Software Architect (S3)

Hourly Rate: \$378

Staff members in this labor category provide the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life cycle methodologies to programs/projects. These individuals are actively involved in systems architecture design, application software design, database process design, and the directing of coding development including the supervision of design and code reviews. These staff members may serve as principal investigators in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of geographic information system (GIS) applications and related information technologies and may also provide specific expertise in areas such as web-based software applications, service-oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient in Esri COTS software products; software and database design methodologies; web, desktop, and server software development languages; geospatial data formats; and other technologies.

GIS Consultant/Project Manager (M1)**Hourly Rate: \$294**

Staff members in this labor category provide day-to-day consulting and management for contracted projects within Esri. These individuals work under the guidance of senior Esri managers described herein and support the design and implementation of project work plans. These staff members may provide consulting services to several aspects of GIS implementation. They may also conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables, milestones, and realistic schedules. These individuals work with Esri administrative staff to ensure that progress and financial reporting is provided according to contract requirements. This category of staff may also consult and manage training development and delivery projects.

Senior GIS Consultant/Project Manager (M2)**Hourly Rate: \$367**

Staff members in this labor category work as project managers or project advisers, providing strategic consulting and project management activities for GIS and information technology (IT) projects. These staff members have market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars development, requirements definition, application and database design, and system integration. Management activities may include defining project requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These individuals may also design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules.

Principal GIS Consultant/Program Manager (M3)**Hourly Rate: \$486**

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 IT projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definitions, application and database design, and system integration. Management activities may include defining program requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support successful project completion.

GIS Database Specialist/Analyst (DB)**Hourly Rate: \$202**

Staff members in this labor category provide database development support in creating cartographic and digital data products. These staff members have expertise that includes the performance of hard copy to digital data conversion tasks, data migration, and translation activities utilizing advanced processing techniques in ArcGIS. These individuals design, develop, and implement efficient production tools and workflows in accordance with approved project plans and design parameters.

ATTACHMENT B
IMPLEMENTATION SERVICES TIME AND MATERIALS AGREEMENT

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Implementation Services

Time and Materials Agreement



1. DEFINITIONS

"Commercial Off-the-Shelf Software" or "COTS Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.

"Map Data" means any digital dataset(s) including geographic, vector data, coordinates, raster, or associated tabular attributes supplied by either party for use in the performance of this Agreement.

"Services" means consulting support being performed by Esri on a time and materials basis in exchange for compensation from Customer.

"Services Output" means any work product produced by Esri as a result of Services provided under this Agreement. Services Output can include, but is not limited to, reports, training materials, and custom software code.

2. OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri owns and retains all rights, title, and interest in Services Output. Subject to the terms and conditions in this Agreement, Esri grants to Customer a nonexclusive, royalty-free, worldwide license to use, modify, and/or reproduce Services Output in connection with Customer's authorized use of Esri's COTS Software.

3. PATENTS AND INVENTIONS

Esri and Customer will retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors ("Inventors") during the term of this Agreement. Esri and Customer will jointly own any Inventions made or conceived jointly by Inventors from both parties. Where Inventions are jointly owned, each joint owner will share equally the costs of acquiring protection for the Inventions and furnish the other joint owner with assistance reasonably required for acquiring protection. Neither Esri nor Customer may license, transfer, or sell its interest in jointly owned Inventions without the written consent of the other party, which will not be unreasonably withheld.

4. COMPENSATION

Esri will perform and invoice Services on a time and materials basis using the labor categories and rates specified for the performance period. Labor, including travel time, will be invoiced on a monthly basis for actual hours expended during the previous month. Meals will be invoiced on a "per diem" basis in accordance with the full daily limits stated in the most current Federal Travel Regulations. Other direct costs (ODCs), including travel-related expenses and meal per diem, will include a fifteen percent (15%) burden. Esri's payment terms are net thirty (30) days. If Customer's credit history has not been established, Esri reserves the right to require full or partial prepayment.

Esri may reallocate authorized funding between contracted activities, labor categories, and ODCs as necessary to facilitate the work requirements, provided the overall authorized funding is not exceeded. In the event that Esri reaches the not-to-exceed funding limit, Customer may increase the order funding to allow additional work to be performed, or direct Esri to stop work without further obligation or liability. If Services are required beyond the period of performance stated in the original proposal or resultant order, Esri reserves the right to escalate labor rates up to five percent (5%) per calendar year.

5. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

Esri warrants for a period of ninety (90) days from the date of performance that Services will substantially conform to the professional and technical standards of the software industry. If Services do not substantially conform to these standards, Customer may require Esri to reperform Services at no additional cost to Customer. Services Output is provided as is without warranty of any kind.

Disclaimer of Warranties. With the exception of the limited warranty set forth in this Article, Esri disclaims and this Agreement expressly excludes all other warranties, express or implied, oral or written, including, without limitation, any and all warranties of merchantability or fitness for a particular purpose.

In addition to and without limiting the preceding paragraph, Esri does not warrant in any way Map Data. Map Data may not be free of nonconformities, defects, errors, or omissions; be available without interruption; be corrected if errors are discovered; or meet Customer's needs or expectations. Customer should not rely on any Map Data unless Customer has verified Map Data against actual data from documents of record, field measurement, or observation.

6. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

In no event will Esri be liable to Customer for procurement of substitute goods or services; lost profits; lost sales; business expenditures; investments; business commitments; loss of goodwill; or any indirect, special, exemplary, consequential, or incidental damages arising out of or related to this Agreement, however caused or under any theory of liability, even if Esri has been advised of the possibility of such damages.

Esri's total cumulative liability under this Agreement, from all causes of action of any kind, will in no event exceed the amount actually paid by Customer for Services under this Agreement from which the liability directly arose.

7. CONFIDENTIALITY

Services Output is Esri confidential information, and Customer must preserve and protect the confidentiality of Services Output. Customer agrees not to reverse engineer or decompile custom software delivered in object code, executable code, or similar formats (collectively, "Secure Formats"). For custom

software delivered in source code or other human-readable formats, Customer will have met its obligations under this provision if its disclosure of custom software is limited to custom software in Secure Formats, provided that the means for reverse engineering, decompiling, or disassembling the custom software is withheld from such disclosure, and the person or entity in receipt of the custom software similarly agrees not to perform the prohibited acts described above or allow others to do so.

Except as provided in the preceding paragraph, Customer will not disclose Services Output to third parties without the advance written consent of Esri. Customer may make disclosures to Customer's employees to the extent reasonably required to allow Customer to use Services Output in a manner authorized under the applicable software licenses. Customer must comply with Article 8 in making any permitted disclosures. Before disclosing all or any portion of Services Output to employees or third parties as permitted in the preceding sentence, Customer will inform its employees or third parties of the obligations in this Agreement and obtain their agreement to be bound by them.

8. EXPORT CONTROLS

Customer must comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Customer expressly acknowledges and agrees not to export, reexport, transfer, or release Services Output, in whole or in part, to (i) any US embargoed country (including to a resident of any US embargoed country); (ii) any person or entity on the US Treasury Department's List of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Lists of Parties of Concern; or (iv) any person or entity where such export, reexport, or provision violates any US export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to US export laws.

9. GENERAL PROVISIONS

9.1 Non-solicitation. Neither party will directly solicit for hire any employee of the other party who is associated with Services called for under this Agreement during, and for a period of one (1) year after, project completion. In the event this provision is breached, liquidated damages equal to twelve (12) months of the employee's compensation, plus any legal expenses associated with the enforcement of this provision, will be paid by the breaching party to the aggrieved party. The foregoing will in no way restrict the parties from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

9.2 Use of Subcontractors. Esri reserves the right to utilize technically qualified subcontractor resources to support work contracted under this agreement. Esri will remain responsible

for the quality of all work performed by an Esri subcontractor resource.

9.3 Taxes. Services are quoted exclusive of all state, local, value-added, or other taxes; customs; duties; or other charges (other than income taxes payable by Esri). In the event such taxes and/or charges become applicable to Esri's Services or Services Output, Customer will pay the applicable tax upon receipt of written notice that it is due.

9.4 UCC Inapplicability. Services provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of UCC.

9.5 Order of Precedence. These terms and conditions will take precedence over any Customer terms and conditions included in Customer ordering or authorizing documents, such as purchase orders. Any additional terms or conditions in Customer ordering or authorizing documents will be void and may be incorporated into this Agreement only by written amendment signed by both parties.

9.6 Equitable Relief. Customer agrees that any breach of this Agreement by Customer may cause Esri irreparable damage. In the event of a breach, in addition to any and all remedies at law, Esri will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms without the requirement of posting a bond or undertaking or proving injury as a condition of relief.

9.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California without reference to its conflict of laws principles.

9.8 Electronic Signatures. The parties agree that this Agreement and any modifications may be executed by electronic means and will be legally binding upon the parties and admissible in court as the legal equivalent of a written manual signature. An executed Agreement will constitute a duplicate if it is transmitted through electronic means, such as, but not limited to, fax, e-mail, FTP transfer, or multimedia message, and reflect the signing of the document by any party. Duplicates will be valid and binding even if an original paper document bearing the original signature is not delivered.

9.9 Entire Agreement. This Agreement is the sole and entire agreement of the parties for Services and supersedes any previous agreements, understandings, and arrangements between the parties relating to the subject matter. The undersigned acknowledges and represents that he/she has read and understands this Agreement and has the authority to bind his/her organization to these terms and conditions.

By: _____ Date: _____
Print Name: _____ Phone: _____
Organization ("Customer"): _____
Address: _____
City: _____ State: _____ ZIP Code: _____

Incorporating by reference Esri Proposal Number _____ Dated _____

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