

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: June 12, 2023

Presenter's Name and Title: Francois Domond, PE, Director

Prepared By: Ronnie S. Navarro, PE, Assistant Director

Temp. Reso. Number: 7900

Item Description: Temp. Reso. # 7900 APPROVING A SMALL GOVERNMENT ENTERPRISE LICENSE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. ("ESRI"), IN AN AMOUNT NOT-TO-EXCEED \$339,900, FOR A THREE-YEAR RENEWAL PERIOD, PAYABLE AT AN ANNUAL RATE OF \$113,300, WAIVING THE COMPETITIVE BIDDING REQUIREMENTS IN ACCORDANCE WITH CITY CODE SECTION 2-413 (4 and 11c). (Director of Utilities Francois Domond, PE, and Procurement Director Alicia Ayum).

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: none

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____ (fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding of \$339,900 is available in Utilities, Account 410-55-565-539-000-603425 for \$56,650; also in Community Development, Account 001-41-404-524-000-603425 also for the amount of \$56,650. Succeeding years is subject to availability of funds.


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR7900**
 - **Exhibit A:** Small Government Enterprise License Agreement
 - **Attachment 1:** Sole Source Letter from ESRI
 - **Attachment 2:** Sole Source/Product Standardization Justification Form
 - **Attachment 3:** Quotation # Q-490026 from ESRI



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Francois Domond, PE, Director

DATE: June 1, 2023

RE: Temp. Reso. No. 7900 - ESRI Enterprise Agreement 2023

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7900, entering the City into an agreement with Environmental Systems Research Institute, Inc. ("ESRI") for a Small Government Enterprise License Agreement in an amount not to exceed \$339,900 for a three-year renewal period which shall be paid at an annual rate of \$113,300, waiving the competitive bidding requirements in accordance with City Code Section 2-413(4 and 11c) and authorizing the City Manager to execute the agreement.

ISSUE: City Commission approval is required for the approval of purchases exceeding the \$75,000 limit and waiving the competitive bidding requirements in accordance with City Code Section 2-413(4 and 11c).

BACKGROUND: Historically, Geographical Information System ("GIS") in the City of Miramar has been supported by two departments, namely, Utilities and Community Development. In 1997, GIS was first introduced in the City to help account for water use by tracking parcel data. Infrastructure asset management began by converting paper as-builts to a location-based digital format and by recording locations and related characteristics for water lines, sewer lines and valves. In 2001, the City's first aerial fly-over took place to capture imagery, which served as a reference for the digitization of infrastructure assets such as fire hydrants, manholes, water and sewer valves, water bodies, sidewalks, greenspace, pavement, etc. At that point, the Engineering and Community Development Departments also began using GIS to record and display property, land use, and zoning data.

Since then, GIS has been at a maintaining level of maturity. Community Development has been maintaining above-ground GIS data for mapping and analysis; and providing interactive web-based maps internally and externally. The Engineering department continued scanning old utility as-builts dating as far back as the 1950's in an effort to convert degrading paper copies to digital format. This data has been converted to GIS format. The Utilities Department maintains below-ground GIS data for asset management and regulatory compliance. GIS has now expanded its reach to other departments such as Public Works, Economic Development, Utility Billing, Finance, Parks and Recreation, Police, and Fire.

ESRI is a global market leader in geographic information system (GIS) software, location intelligence, and mapping. ESRI has been a sole source provider of location analytics software for the City. This service agreement will expand the City's Geographical Information System ("GIS") technology footprint and advance it to be more immersive, adaptive, and responsive to the future needs of city government. Most importantly, this renewal establishes a critical touchpoint in maintaining and expanding a geo-centric workflow in furtherance of the smart city initiatives.

Attached hereto is a sole source letter from ESRI, as a sole software provider (see Exhibit A), a Sole Source/Product Standardization Justification Form (see Exhibit B) and price quote (see Exhibit C).

DISCUSSION: Over the past few years, ArcGIS Pro, ArcGIS Desktop and other ESRI solutions have been effectively used by staff to capture, view, edit, manage, analyze, and share data in the context of location. The use of ESRI location-based software leverages GIS-centric workflows and enable the city to pursue other Smart City initiatives, including but not limited to, open information, analysis, data-focused decision-making, seamless system integrations, live dynamic reporting, smart metering, etc.

As a testament to the effectiveness of embracing location-based technology, the City of Miramar was an awardee of 2021 Smart 50 Awards for its Advanced Metering Infrastructure (AMI) Project.

ANALYSIS: An Enterprise Agreement (EA) allows the City to fast track the adoption of GIS organization wide. An EA provides uncapped access to ArcGIS software along with timely and expert assistance from ESRI. It reduces complexity and unite software licensing into a single organization-wide agreement. It also optimizes technology spending by lowering the costs of software compliance and asset management. It increases flexibility by building a scalable system that aligns with the City's business objective.

Funding of \$339,900 is available in Utilities, Account 410-55-565-539-000-603425 for \$56,650; also in Community Development, Account 001-41-404-524-000-603425 also for \$56,650. Succeeding years is subject to availability of funds.

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5/16/23
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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING A SMALL GOVERNMENT ENTERPRISE LICENSE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (“ESRI”), IN AN AMOUNT NOT TO EXCEED \$339,900, OVER A THREE-YEAR RENEWAL PERIOD PAYABLE AT AN ANNUAL RATE OF \$113,300; WAIVING THE COMPETITIVE BIDDING REQUIREMENTS IN ACCORDANCE WITH CITY CODE SECTION 2-413 (4 and 11c); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in July 2019, the City Commission approved Resolution No. 7209 approving the government enterprise license agreement with Environmental Systems Research Institute, Inc. (“ESRI”) for a three-year Enterprise Agreement; and

WHEREAS, in July 2023, the Small Municipal and County Government Enterprise Agreement (“EA”) is up for renewal for a three-year period ending in July 2026; and

WHEREAS, geospatial software developed by ESRI allows users to manage and analyzed geographical information by visualizing a range of geographic data; and

WHEREAS, the software works as a platform through which geographic data can be connected, shared, and analyzed, and supports the smart city initiatives of the City; and

WHEREAS, the Small Government Enterprise License Agreement, attached hereto as Exhibit “A”, engages the development of a roadmap to fully optimize GIS utilization; and

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WHEREAS, the Small Government Enterprise License Agreement will lower the cost per unit for licensed software, substantially reduce administrative and procurement expenses, provide maintenance of all ESRI software deployed under the agreement, and provide flexibility to deploy software product when and where needed; and

WHEREAS, ESRI, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements; and

WHEREAS, ESRI is the sole-source provider of ESRI products and related maintenance services in the U.S. commercial, state, and local government marketplace; and

WHEREAS, Section 2-413(4) of the City Code allows sole source where services can only be procured from one responsible contractor or vendor; and

WHEREAS, Section 2-413(11c) of the City Code “allows software licenses and maintenance and licensing agreements to support, on-going use of proprietary software applications” may be procured without competition; and

WHEREAS, the City Manager recommends approval; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to enter into the Small Government Enterprise License Agreement, attached hereto as Exhibit “A,” in an amount not to exceed \$339,900, which will be paid on an annual basis at the rate of \$113,300 in order to maintain

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and expand the City's GIS technology footprint and advance it to be more immersive, adaptive, and responsive to the future needs of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the Small Government Enterprise License Agreement with ESRI, in the form attached hereto as Exhibit "A," in an amount not to exceed \$339,900, over the three-year renewal period, which shall be paid on an annual basis at the rate of \$113,300.

Section 3: That the City Commission authorizes the City Manager to execute the Small Government Enterprise License Agreement with ESRI, in the form attached as Exhibit "A", and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 5: That this Resolution shall take effect immediately upon adoption.

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PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Alexandra P. Davis

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Vice Mayor Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____

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 for ArcGIS Enterprise
 100 ArcGIS Location Sharing for ArcGIS Online
 6 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 6 ArcGIS Utility Network User Type Extensions (Enterprise)
 6 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
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.

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373



DATE: January 17, 2023

TO: Whom It May Concern

FROM: Jackie Ricks, Contracts Specialist I, Contracts and Legal Services Dept.

RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.



Jackie Ricks

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

Requisition No.:	Department: Utilities
Recommended Vendor(s), if any: ESRI, Inc.	Date: 5/16/2023
	Estimated Cost: \$339,900 (locked for 3-year contract) or \$113,300 per year
Estimated Hours for Consulting Engagement:	Contact Person: Yao Yan
<input checked="" type="checkbox"/> Ongoing Purchase	<input type="checkbox"/> New Purchase
If an Ongoing/Replacement Purchase what was the prior year expenditure \$ 330,000 (locked for 3-year contract) or \$100,000 per year average	
Does this purchase request represent an increase or a decrease in utilization or price? (Please explain in detail)	
Yes, there is a price escalation of 3% which is normal for this type of purchase	

SECTION I

Completion of this form is required in advance of all Sole Source/Bid Waiver purchases (procurements) in excess of \$2,500 from Miramar resident vendors or \$1000 from all other vendors.

Check one of the following that best describes the proposed procurement:

- ☒ Only one source (supplier) exists for the required product/service ("sole source").
☐ Product Standardization
☐ Other reason deemed to be in the best interests of the City (Commission Approval Required)

1. In 'layman's terms', describe the required product or service that is being procured and the purpose or function. (Minimum 3 sentences required.)

An enterprise agreement (EA) is a bundled package of term limited software licenses and maintenance. It is a fast track to organization-wide GIS. An EA provides ready and uncapped access to ArcGIS software along with timely and expert assistance from Esri so that you can focus on building a successful and scalable enterprise GIS. With an Enterprise Agreement, you can reduce complexity by uniting software licensing into a single organization-wide agreement, optimize technology spending by lowering the costs of software compliance and asset management, increase flexibility by building a scalable system that aligns with your business objectives, and maximize value by providing mapping and GIS services where it's needed; when it's needed.

2. If the particular product or service was not available or could not be procured, how would the department proceed with its work? (Minimum 3 sentences required.)

There would have relatively sub-standard GIS capabilities without the use of certain workflows, which suit the departmental needs of the City and stakeholders. Without this contract, we are not able to operate at the standard level as a municipality of this size.

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

Sole Source

- 3a. Explain why the **product/service** is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to unique specification, unique features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this decision. (Minimum 4 sentences required.)

ESRI, as owner and manufacturer, is the sole-source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). ESRI is the leading and industry standard software for Geographic Information Systems. There are no alternative sources of ArcGIS Enterprise software. ArcGIS Enterprise is a full-featured mapping and analytics platform. It includes a powerful GIS web services server plus dedicated Web GIS infrastructure for organizing and sharing your work in order to make maps, geographic information, and analyses available on any device, anywhere, at any time.

- 3b. Explain why this **vendor** is the only practicable available source which to obtain this product or service and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributor of exclusive distributorships for the product or service, if that is cited as a reason for this request.) (Minimum 4 sentences required.)

ESRI, as owner and manufacturer, is the sole-source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). ESRI is the leading and industry standard software for Geographic Information Systems. There are no alternative sources of Esri Enterprise Agreements. A sole source letter was obtained from the vendor.

Product Standardization

4. Explain why the product/service requested can best satisfy your requirements and explain why a waiver of competitive bidding is in the best interest of the City. Be specific with regard to unique specification, unique features, characteristics, requirements capabilities and compatibility. Describe what steps have been undertaken to make this decision. (Minimum 3 sentences required.)

ESRI, as owner and manufacturer, is the sole-source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). ESRI is the leading and industry standard software for Geographic Information Systems.

With an Enterprise Agreement, you can reduce complexity by uniting software licensing into a single organization-wide agreement, optimize technology spending by lowering the costs of software compliance and asset management, increase flexibility by building a scalable system that aligns with your business objectives, and maximize value by providing mapping and GIS services where it's needed; when it's needed.

Sole Source and Product Standardization

5. Provide a description of the market survey conducted and the results, or a statement of the reasons a market survey was not conducted. (Minimum 4 sentences required.)

A market survey was not conducted due to this vendor being the sole source provider of this software maintenance program. There was no need to research the market for alternatives because none exist. The vendor provided a sole source letter. ESRI, as owner and manufacturer, is the sole-source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA).

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

6. Will this purchase obligate the City to a particular vendor/provider for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item. Will the City need more "like" items or services in the future to match this one?)

This purchase is for a software licensing and maintenance contract, which will need to be renewed every three years. This contract includes all maintenance and technical support that may be necessary for the particular software being purchased.

7. Explain why the price for this product or service is considered to be fair and reasonable.

The price for this product is fair and reasonable because there is no alternative for this item. Several items in the bundled package were discounted from their individual unbundled price resulting in savings on the total licensing cost.

8. Describe the negotiations efforts, if any that have been made with the vendor/provider to obtain the best possible price.

An inquiry was made regarding the consolidation of users per ArcGIS Urban license, one of the items in the bundle package, to reduce purchasing of additional licenses; however, the software licensing policy requires one user per license for this particular item in the bundle.

9. Describe the actions the department will take, if feasible, to overcome the present barriers to competition prior to any future procurement of this product or service.

Before renewing the term contract, a sole source letter will be obtained for verification. If this vendor is not a sole source provider at the time of contract renewal, a market study will be conducted. Ongoing efforts will be made to assess alternative solutions.

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM
PLEASE ALSO ATTACH ADDITIONAL SHEETS OR INFORMATION AS NEEDED

Name of the person who prepared this request and justification:

Name: Yao Yan

Position: GIS Manager

DocuSigned by:

5/16/2023

Yao Yan

6332874EF5284D7

Department: Utilities Department

Date: 05/16/2023

I hereby certify that the above request and Justification is accurate and complete to the best of my knowledge and belief.

Francois Domond

DocuSigned by:

Francois Domond

DS

RSn

5/16/2023

Department Director (Print Name)

Signature

Date

For Procurement Department Use Only

This approval is effective for 365 days

A good faith review of available sources has been conducted by:

☐ User Department ☐ Procurement Department ☐ Standards Committee

I concur that this contract is not suitable for competitive bids or proposals

[Signature]
Chief Procurement Officer

5/31/23
Date



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-490026

Date: February 8, 2023

Customer # 148696 Contract #

City of Miramar
Office of the City Manager
2200 Civic Center Pl
Miramar, FL 33025-3937

ATTENTION: Yao Yan
PHONE: 5618183106
EMAIL: yyan@miramarfl.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/8/2023 To: 8/7/2023

Material	Qty	Term	Unit Price	Total
168181	1	Year 1	\$113,300.00	\$113,300.00
Populations of 125,001-150,000 Small Government Enterprise Agreement Annual Subscription				
168181	1	Year 2	\$113,300.00	\$113,300.00
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				

Subtotal:	\$339,900.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$339,900.00

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

For questions contact:
Ben McCrary

Email:
bmccrary@esri.com

Phone:
704-541-9810 x1666

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.