

Date: September 20, 2023
Customer: City of Santa Clara
Attention: Tim Lynch

Support Call: 2078639
Department: NS-PS
Fixed Price: \$10,857

Services Description: City of Santa Clara ("Santa Clara") has requested a Discovery engagement to discuss and redesign the Energy IP ("EIP") integration. The objective of the discovery will be to identify and evaluate the business and technical parameters that are necessary to achieve the integration of EIP with the Customer Information System (CIS) including planned upgrades to the CIS.

The purpose of the discovery will be to engage in meaningful conversation, deliberation and discussion that will help guide a path forward to set technical and business parameters which will be developed and documented.

This engagement will include but not be limited to:

- Reviewing the business requirements, exploration on the optional methods available to Santa Clara to move forward with post discovery, discussion on the possible pros and cons of different methods and document what possible technical paradigms that may exist, costs and timelines for the potential options.
- Define the business rules for processing information coming from Santa Clara's EIP system
- Define the interaction points between Santa Clara's EIP system and the CIS
- Define the communication interface between Santa Clara's EIP system and the CIS
- This Discovery engagement will involve remote meetings with a NorthStar Project Manager and Solution Architect and involve power users and/or managers from Santa Clara.

Scope of Work:

- Participate in technical meetings with Santa Clara, and EIP team to understand technical requirements and explore possible options to meet integration requirements
- Review current Java Message Service (JMS) based integration to meet new requirements
- Discuss and confirm an approach method for migrating the current integration
- Review current integration to understand effort to make necessary changes to support the decided approach

- Present integration design recommendation and level of effort to Santa Clara for costing and signoff.
- Consultant shall provide schedule, and status updates on Services performed during the Term.

Approach:

Please speak to your account manager regarding scheduling for this project. Should additional time be required to complete this project at any time, you will be notified and asked for your approval in advance of NorthStar completing the incremental work.

Assumptions:

- Santa Clara to ensure the appropriate staff is available to work with NorthStar resources remotely. It is expected that the individuals identified will have experience in the day-to-day operations and will work closely with the consultants to resolve issues, requests or questions as required and will be actively engaged in the discovery process.
- Quote is based on a standard 8-hour work day. If there are any changes to the hours required, scope or our understanding of the scope, the price is subject to change.
- Additional follow up or support for remote activities once site visit is complete to be billed as incurred.
- The consultants will work remotely and virtually with Santa Clara and will have ready access to appropriate personnel in the user departments and to the technical documentation associated with the systems.

Acceptance Terms:

Except as otherwise expressly set forth herein, this SOW is governed by the terms and conditions of Santa Clara and NorthStar Master Services Agreement dated August 22, 2017.

The work contained within this document is deemed completed and accepted once remote activity is completed and the Discovery document has been received by the Santa Clara.

Price:

This is a fixed price quote of **\$10,857** based on the scope described above. If there are material changes to the scope or our understanding of the scope, the price is subject to change.

Any additional scope will be charged at a rate of \$235/hr.

Price excludes any applicable taxes.

Quote is valid for 60 days from date of delivery. After 60 days the quote will be considered expired and would need to be reassessed and re-quoted if still required.

Payment Terms:

This quotation will require a 60% deposit on signing, before any work will begin.

Payment milestones to be invoiced as follows:

- 60% on contract signature
- 25% on delivery of remote Discovery Review
- 15% on delivery of Discovery Document

Invoices are due within 30 days of the receipt of invoice.

Termination:

Unless NorthStar and/or the Santa Clara exercises its right to terminate this quote due to material breach or default, NorthStar must provide, and Santa Clara must purchase, services from NorthStar for the items defined within this quote.

If Santa Clara and/or NorthStar exercises its right to terminate this quote due to material breach or default, or Santa Clara /or NorthStar terminates this quote without cause,

Santa Clara obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause;
2. Return the Software to NorthStar and certify, under the hand of a duly authorized officer of the Organization, that all copies of the Software or any part thereof, in any form, within the possession or control of the Organization have been returned to NorthStar. (if applicable)
3. Complete payment for services performed and expenses incurred prior to termination including:
 - a. Any amounts previously invoiced but unpaid;
 - b. Fees for services performed through the termination date which has not been invoiced; and
 - c. Any approved Travel and Living costs.

NorthStar's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause;

Under no circumstances shall NorthStar be liable for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work, even if NorthStar has been advised of the possibility of such damages. In any event, NorthStar shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by NorthStar under this statement of work.

Acceptance:

A signature below will serve as authorization to proceed with this quotation. Please sign and return this document by email to: Andrea Evans at aevans@harriscomputer.com

☐ **Approval to Proceed**

Please provide both an authorized signature for sign off on this quotation, and a technical contact where we should be directing Technical Issues.

Print Name (Authorized signature)

Signature

Date

Name (Technical Contact)

e-mail

Phone Number

Name (NorthStar)

e-mail

Phone Number

If you have any questions or need further information, please feel free to contact Andrea Evans at aevans@harriscomputer.com.