

ORDINANCE 2022-11-03-0832

APPROVING A CONTRACT WITH CARTEGRAPH SYSTEMS, INC., TO PROVIDE THE CITY OF SAN ANTONIO PUBLIC WORKS DEPARTMENT WITH UPGRADES AND ENHANCEMENTS TO THE MUNICIPAL INFRASTRUCTURE ASSET AND OPERATIONS MANAGEMENT SYSTEM FOR A COST OF \$2,180,398.00 BEGINNING NOVEMBER 4, 2022 AND ENDING FEBRUARY 23, 2026, WITH TWO ADDITIONAL ONE-YEAR RENEWAL OPTIONS. FUNDING FOR INTEGRATION AND THE FIRST YEAR OF THE CONTRACT IS \$495,438.00, OF WHICH \$297,263.00 IS AVAILABLE FROM THE FY 2023 GENERAL FUND BUDGET AND \$198,175.00 IS AVAILABLE FROM THE FY 2023 STORM WATER OPERATING FUND BUDGET. FUNDING FOR SUBSEQUENT YEARS IS CONTINGENT UPON APPROVAL OF THE ANNUAL BUDGET.

* * * * *

WHEREAS, an offer was submitted by Cartegraph Systems, Inc., to provide the City of San Antonio Public Works Department with upgrades and enhancements to the Municipal Infrastructure Asset and Operations Management System for a cost of \$2,180,398.00; and

WHEREAS, the Cartegraph system allows the Public Works Department to build and maintain an inventory of the streets, stormwater, and traffic-related assets across the City; and

WHEREAS, the current version of the software that the Public Works Department (PWD) utilizes is based on a per user licensing model and the enterprise licensing model requested through this contract will allow PWD to roll the system out across all divisions and field teams to improve asset and work order management; and

WHEREAS, the project will also build integrations between Cartegraph and the City's 311 system and master data sources for labor, materials, equipment, and vehicles; and

WHEREAS, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(7)(A), which provides for any items that are available only from a sole source of supply; and

WHEREAS, this ordinance will approve a contract beginning November 4, 2022 and ending February 23, 2026 with two additional, one-year renewals at City's option; and

WHEREAS, all expenditures will be in accordance with the applicable fiscal year's budget approved by City Council; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The offer from Cartegraph Systems, Inc., to provide the City of San Antonio Public Works Department with upgrades and enhancements to the Municipal Infrastructure Asset and Operations Management System for a cost of \$2,180,398.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Funding for this ordinance in the amount of \$297,263.00 is available in Fund 11001000, Cost Center 2313010001 and General Ledger 5203080 as part of the Fiscal Year 2023 Adopted Budget approved by City Council.

SECTION 3. Funding for this ordinance in the amount of \$198,175.00 is available in Fund 29070000, Cost Center 2304120001 and General Ledger 5203080 as part of the Fiscal Year 2023 Adopted Budget approved by City Council.

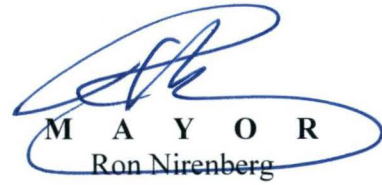
SECTION 4. Additional funding in the amount of \$1,684,960.00 is contingent upon City Council approval of the Fiscal Year 2024 and subsequent budgets that fall within the term of the contract.

SECTION 5. Payment is authorized to Cartegraph Systems, Inc., and should be encumbered with a purchase order.

SECTION 6. The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

SECTION 7. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

PASSED and APPROVED this 3rd day of November, 2022.




M A Y O R
Ron Nirenberg

ATTEST:



Debbie Racca-Sittre, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney



City of San Antonio

City Council Meeting November 3, 2022

5. 2022-11-03-0832

Ordinance approving a contract with Cartegraph Systems, Inc., to provide the City of San Antonio Public Works Department with upgrades to the Municipal Infrastructure Asset and Operations Management System for a cost of \$2,180,398 beginning November 4, 2022 and ending February 23, 2026, with two additional, one-year renewal options. Funding for integration and the first year of the contract is \$495,438, of which \$297,263 is from the FY 2023 General Fund budget and \$198,175 is from the FY 2023 Storm Water Operating Fund budget. Funding for subsequent years is contingent upon approval of the annual budget. [Ben Gorzell Jr., Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember Castillo moved to Approve on the Consent Agenda. Councilmember Rocha Garcia seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello Havrda, Sandoval, Pelaez, Courage, Perry

LC
11/03/22
Item No. 5

Exhibit I

City of San Antonio Bid Tabulation

Exhibit I

Opened: August 30, 2022 For: Cartegraph Operations Management System 6100015946 JS			Sole Source Cartegraph Systems, Inc. 3600 Digital Drive Dubuque, IA 52003-8962 563-587-3359
Item	Description	Quantity	
1	Year 1 - OMS Premium Service Term - November 4, 2022 - February 23, 2024 Price each year Extended price	1	\$495,438.00 \$495,438.00
2	Year 2 - OMS Premium Service Term - February 24, 2024 – February 23, 2025 Price each year Extended price	1	\$386,400.00 \$386,400.00
3	Year 3 - OMS Premium Service Term - February 24, 2025 – February 23, 2026 Price each year Extended price	1	\$400,000.00 \$400,000.00
4	Year 4 - OMS Premium Service Term - February 24, 2026 – February 23, 2027 Price each year Extended price	1	\$432,000.00 \$432,000.00
5	Year 5 - OMS Premium Service Term - February 24, 2027 – February 23, 2028 Price each year Extended price Payment Terms Estimated Contract Total	1	\$466,560.00 \$466,560.00 Net 30 \$2,180,398.00
Estimated Contract Award			\$2,180,398.00



CITY OF SAN ANTONIO
Finance Department, Purchasing Division

REQUEST FOR OFFER ("RFO") NO.: 6100015946

CARTEGRAPH OPERATIONS MANAGEMENT SYSTEM

Date Issued: AUGUST 26, 2022

RESPONSES MUST BE RECEIVED **NO LATER THAN:**
10:00 AM, CENTRAL TIME, AUGUST 30, 2022

Responses may be submitted by any of the following means:

Electronic submission through the Portal

Electronic submission by e-mail

Offer submissions will only be accepted electronically or by email transmission

Offer Due Date: 10:00 A.M. Central Time, August 30, 2022

RFO No.: 6100015946

Offeror's Name and Address

Bid Bond: NONE Performance Bond: NONE Payment Bond: NONE

Other: See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NONE DBE / ACDBE

Requirements: NONE

Pre-Submittal Conference: None

Staff Contact Person:

Japan Shah

Procurement Specialist III

Email: japan.shah@sanantonio.gov

Phone Number: 210-207-2680

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers. ***Bid submissions will only be accepted electronically***

Submission of Electronic Offers Through the Portal. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Submission of Offers by Email. Submit one document by email to the Staff Contact Person, by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for offer(s) submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of the City Finance Department-Purchasing Division.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) City officials as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you"

letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 1 calendar day prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

State of Texas Conflict of Interest:

Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under 176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://ethics.state.tx.us/forms/conflict/>

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

When completed, the CIQ Form and the CIQ-A Form should be submitted together by mail to the Office of the City Clerk. Please mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

Do not include these forms with your offer. The Purchasing Division will not deliver the forms to the City Clerk for you.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295>

Print your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 SCOPE:

4.1.1 The City of San Antonio Public Works Department ("PWD") is seeking an offer from Cartegraph Systems LLC for an annual contract for access to and use of Cartegraph Solution Subscriptions and/or Solution Services for the Cartegraph Operations Management System (OMS).

4.1.2 Vendor shall provide services as per the Services Scope of Work defined under Attachment B – Cartegraph Proposal / Cartegraph Purchase Agreement: PA-22-05058. The terms of this RFO shall control where there is any conflict between the terms of the Contractor's Proposal and the terms of this RFO.

4.2 Travel and Related Expenses.

City of San Antonio (City) Administrative Directive (AD) 8.31 (Attachment E) establishes uniform procedures for the processing of requests for travel authorization, advances and reimbursements, identifies travel expenses eligible for payment and establishes proper accounting for all travel-related expenses for City. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by City shall not exceed the amounts authorized by the current GSA Travel Regulations per diem. <http://www.gsa.gov/portal/category/100120>.

Travel time may not be included as part of the amounts payable by City for any services rendered under the Contract. Air transportation shall be booked at the lowest available fare available at the time. Anticipated travel expenses must be pre-approved in writing by City.

4.3 SOLE SOURCE DOCUMENTATION:

SOLE SOURCE LANGUAGE These items are being purchased as Sole Source according to the provisions of Texas Statutes Local Government Code 252.022.07. No other source can supply the items listed nor can any comparable item fulfill the same requirements. Vendor acknowledges, with his/her signature, that all items offered are considered a Sole Source.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract or September 30, 2022, whichever is later. The contract shall terminate on February 23, 2026.

Renewals:

At City's option, this Contract may be renewed under the same terms and conditions for two (2) additional (1) year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding, therefore.

Temporary Short-Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Force Majeure.

Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

Warranty.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled **"CARTEGRAPH OPERATIONS MANAGEMENT SYSTEM"** in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department - Purchasing Division. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this

Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*6. Cyber Liability	\$1,000,000 per claim \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*If applicable	

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Vendor to stop work hereunder, and/ or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payment of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

Intellectual Property.

Vendor shall pay all royalties and licensing fees. Vendor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Vendor has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third-party claims that the program(s), hardware or both the program(s) and the hardware or any other intellectual property infringe upon any United States or International patent, copyright or trademark, Vendor will immediately:

- Obtain, at Vendor's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or

- Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated; and

- Reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Vendor further agrees to

- assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Agreement,

- assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

- indemnify the City against any monetary damages and/or costs awarded in such suit;

provided that

- Vendor is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Vendor agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Vendor or as modified without the permission of Vendor, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and

the City promptly provide Vendor with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Vendor assumes responsibility under this section.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Price Schedule

Attachment B – Cartegraph Proposal / Cartegraph Purchase Agreement: PA-22-05058

Attachment C – Sole Source documentation

Attachment D – VOSBPP Tracking Form

Attachment E -- City of San Antonio (City) Administrative Directive (AD) 8.31, Travel

Incorporation of Exhibits.

In connection with the services being provided, Vendor may need to operate certain information technology systems not owned by the City (Non-City Systems), which may need to interface with or connect to City's networks, internet access, or information technology systems (City Systems). Vendor shall be responsible for all Non-City Systems, and City shall be solely responsible for City Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. Vendor agrees to comply with all applicable City Administrative Directives, including but not limited to, Administrative Directive (AD) 7.4A, Acceptable Use of Information Technology, AD 7.8d, Access Control, and AD 7.3a, Data Security.

Exhibit 1 Acceptable Use of Information Technology

Exhibit 2 Access Control

Exhibit 3 COSA Data Security

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

Invoice Submissions. City requires all original first time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing Department – Finance Division, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City. Any amendments that cause this contract to exceed \$50,000, if the original contract price was under \$50,000, shall require City Council approval.

Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not

limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it's officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this offer and any resulting contract.

Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting an Offer, Offeror warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the offer or terminate the Contract for material breach.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

State Prohibitions on Contracts:

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list. City hereby relies on Vendor's

certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), addendums, attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting an offer, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information:

Please Print or Type:

Vendor ID No.: _____

Signer's Name: _____

Name of Business: _____

Street Address: _____

City, State, Zip Code: _____

Email Address: _____

Telephone No.: _____

Fax No.: _____

City's Solicitation No.: 6100015946 _____

Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director - the Director of Finance Department - Purchasing Division, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009 – ATTACHMENTS

ATTACHMENT A

PRICE SCHEDULE

DESCRIPTION	Quantity (A)	Unit Price (B)	Total Annual Price (A X B = C)
Year 1 September 30th, 2022 – February 23, 2024			
OMS Premium – September 30 th , 2022 – February 23, 2023 Including Four domains - Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain OMS Unlimited users System Integration Subscription Labor, Equipment, and GUMB 311 Requests Integrations	1		
Services September 30 th , 2022 – September 29 th , 2023			
Implementation Services – Phase One	1		
Expense Reimbursement – Phase One	1		
Implementation Services – Phase Two	1		
Expense Reimbursement – Phase Two	1		
Implementation Services – Phase Three	1		
Expense Reimbursement – Phase Three	1		
Implementation Services – Master Integrations	1		
OMS Premium- February 24, 2023 – February 23, 2024 Including Four domains - Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain OMS Unlimited users System Integration Subscription Labor, Equipment, and GUMB 311 Requests Integrations	1		
Year 2 February 24, 2024 – February 23, 2025			
OMS Premium Including Four domains - Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain OMS Unlimited users System Integration Subscription Labor, Equipment, and GUMB 311 Requests	1		

Integration			
Year 3 February 24, 2025 – February 23, 2026			
OMS Premium Including Four domains - Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain OMS Unlimited users System Integration Subscription Labor, Equipment, and GUMB 311 Requests Integrations	1		
Optional Year 4 February 24, 2026 – February 23, 2027			
OMS Premium Including Four domains - Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain OMS Unlimited users System Integration Subscription Labor, Equipment, and GUMB 311 Requests Integrations	1		
Optional Year 5 February 24, 2027 – February 23, 2028			
OMS Premium Including Four domains - Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain OMS Unlimited users System Integration Subscription Labor, Equipment, and GUMB 311 Requests Integrations	1		
Total			

ATTACHMENT B
CARTEGRAPH PROPOSAL

ATTACHMENT C

SOLE SOURCE DOCUMENTATION

Vendor must provide a written statement describing the proprietary nature of the good or service as well as a statement that no other like good or service is available. This statement shall be submitted, along with the offer, on company letterhead, and signed by an authorized representative of the company.

ATTACHMENT D
VOSBPP TRACKING FORM
ATTACHED AS A SEPARATE DOCUMENT

ATTACHMENT E
ADMINISTRATIVE DIRECTIVE 8.31 TRAVEL
ATTACHED AS A SEPARATE DOCUMENT

EXHIBIT 1

ACCEPTABLE USE OF INFORMATION TECHNOLOGY

ATTACHED AS A SEPARATE DOCUMENT

EXHIBIT 2

ACCESS CONTROL

ATTACHED AS A SEPARATE DOCUMENT

EXHIBIT 3

COSA DATA SECURITY

ATTACHED AS A SEPARATE DOCUMENT



Addendum I

SUBJECT: Request for Offer – Cartegraph Operations Management System (RFX # 6100015946)
Scheduled to Open: August 30, 2022; Date of Issue: August 26, 2022

FROM: Kristen McAvoy, Procurement Manager

DATE: October 12, 2022

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED
REQUEST FOR OFFER**

THE ABOVE-MENTIONED REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:

1. **MODIFY:** Section 005 – Supplemental Terms & Conditions, Original Contract Term, has been modified as follows:

Original Contract Term.

After approval of the San Antonio City Council, this contract shall begin on November 4, 2022, continue in full force and effect on a year-to-year basis, and shall terminate on February 23, 2026.

2. **MODIFY:** Section 009 – Attachments, **Attachment A**, Price Schedule, has been modified to align the service and subscription dates and contract years in the City's RFO and Contractor's Proposal as follows:
- a. Services "Year 1" shall mean 11/4/2022 - 11/3/2023.
 - b. Subscription "Year 1" shall mean 11/4/2022 - 2/23/2024.
 - c. Subscription "Year 2" shall mean 2/24/2024 - 2/23/2025.
 - d. Subscription "Year 3" shall mean 2/24/2025 - 2/23/2026.
 - e. Subscription "Optional Year 4" shall mean 2/24/2026 - 2/23/2027 and is a renewal option for the City as described in Section 005 – Supplemental Terms & Conditions, Renewals.
 - f. Subscription "Optional Year 5" shall mean 2/24/2027 - 2/23/2028 and is a renewal option for the City as described in Section 005 – Supplemental Terms & Conditions, Renewals

Parties agree any and all references to the service and subscription dates and contract years shall be as described above.

3. **MODIFY:** Section 009 – Attachments, **Attachment B**, Cartegraph Proposal / Cartegraph Purchase Agreement: PA-22-05058, previously dated 8/30/2022, has been replaced with Cartegraph Proposal / Cartegraph Purchase Agreement PA-22-05058 dated 10/12/2022, a true and correct copy which is attached hereto.

Kristen McAvoy

Kristen McAvoy
Procurement Manager
Finance Department – Purchasing Division

Acknowledged and Agreed:

Date 10/13/2022 | 9:24 AM CDT

Company Name Cartegraph Systems, LLC

Address 3600 Digital Drive

City, State, Zip Code Dubuque, IA, 52003-8962

DocuSigned by:
Andrew Dingman

Signature

KM/js

City of San Antonio / 10/12/2022



City of San Antonio

Cartegraph Solutions

Purchase Agreement

Purchase Agreement: PA-22-05058

Date Prepared: 10/12/2022

Date of Expiration: 12/31/2022

For any questions or assistance, please contact:

Chad Walker

Sales Account Manager

Phone: 563-587-3359

Mobile: +1 5635640441

Email: chadwalker@cartegraph.com

Cartegraph Systems LLC
3600 Digital Drive
Dubuque, IA 52003-8962

<http://www.cartegraph.com>

Toll Free: (800) 688-2656
Phone: (563) 556-8120
Fax: (563) 556-8149

City of San Antonio / 10/12/2022

Purchase Agreement

Cartegraph Systems LLC is pleased to present this Purchase Agreement for its world-class technology solutions. This Purchase Agreement is made and entered into between City of San Antonio (hereinafter referred to as "City of San Antonio", or "Customer") and Cartegraph Systems LLC (hereinafter referred to as "Cartegraph"), each referred to as a "Party" or collectively as the "Parties" and is effective when fully executed by both Parties ("Effective Date").

This Purchase Agreement 1) will exclusively govern Customer's access to and use of Solution Subscriptions and/or Solution Services; 2) is the complete and sole understanding and agreement between the Parties, and supersedes any oral or written proposal, agreement, or other communication between the Parties; 3) may only be modified or amended in writing as permitted herein; 4) is governed by the terms and conditions of the Cartegraph Solutions Agreement (Addendum A), unless: (i) otherwise set forth herein, or (ii) there is an applicable written Customer Agreement executed by the Parties that directly references this Purchase Agreement, for the Solutions referenced in this Purchase Agreement. Any inconsistency between the documents shall be resolved by giving precedence to 1) a Customer Agreement (if applicable), 2) this Purchase Agreement, and 3) the Cartegraph Solutions Agreement.

The term of this Purchase Agreement shall begin on the Effective Date and continue until it is terminated as permitted herein.

BY EXECUTING OR REFERENCING THIS PURCHASE AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN ANY EXHIBITS, AND THE PARTIES AGREE TO BE LEGALLY BOUND BY SUCH AGREEMENT.

CUSTOMER ADDRESS:

City of San Antonio
PO Box 839976
Finance
San Antonio, Texas
78283-3976

LICENSEE ADDRESS:

City of San Antonio
PO Box 839966
Finance
San Antonio, Texas
78283-3976

The following Addendums are attached to this Purchase Agreement and are incorporated by reference:

ADDENDUM A - SOLUTIONS AGREEMENT can be found at www.cartegraph.com/solutions-agreement
ADDENDUM B - SERVICES SCOPE OF WORK
ADDENDUM C - Not Used
ADDENDUM D - Not Used
ADDENDUM E - CARTEGRAPH OMS EDITIONS
ADDENDUM F - ESTIMATED PROJECT SCHEDULE

City of San Antonio / 10/12/2022

Investment Summary

The following represents the requested Solution Subscriptions and/or Solution Services along with their related durations (Terms).

Term 01 - 11/4/2022 - 11/3/2023 - Services

No.	Product	Code	Quantity	Price
1	Implementation Services Phase One	CGPFSV	1	USD 39,900.00
2	Expense Reimbursement Phase One	LCG038	1	USD 4,800.00
3	Implementation Services Phase Two	CGPFSV	1	USD 39,800.00
4	Expense Reimbursement Phase Two	LCG038	1	USD 4,800.00
5	Implementation Services Phase Three	CGPFSV	1	USD 37,800.00
6	Expense Reimbursement Phase Three	LCG038	1	USD 4,800.00
7	Implementation Services Master Integrations	CGPFSV	1	USD 105,000.00
Term 01 - 11/4/2022 - 11/3/2023 - Services TOTAL:				USD 236,900.00

Term 01 - 11/4/2022 - 2/23/2024 - Subscription

No.	Product	Code	Quantity	Price
1	OMS Premium PWD Only	OMSPRM	1	USD 258,528.00
2	Signal Domain	DOM006	1	USD 0.00
3	Stormwater Domain	DOM007	1	USD 0.00
4	Transportation Domain	DOM008	1	USD 0.00
5	Walkability Domain	DOM009	1	USD 0.00
6	OMS Unlimited Users	OMSUNLIMITED	1	USD 0.00
7	Systems Integration Subscription Labor, Equipment, and GUMB 311 Requests integrations	SYITSB	1	USD 0.00
Term 01 - 11/4/2022 - 2/23/2024 - Subscription TOTAL:				USD 258,528.00

Term 02 - 2/24/2024 - 2/23/2025 - Subscription

No.	Product	Code	Quantity	Price
1	OMS Premium PWD Only	OMSPRM	1	USD 386,400.00
2	Signal Domain	DOM006	1	USD 0.00

City of San Antonio / 10/12/2022

No.	Product	Code	Quantity	Price
3	Stormwater Domain	DOM007	1	USD 0.00
4	Transportation Domain	DOM008	1	USD 0.00
5	Walkability Domain	DOM009	1	USD 0.00
6	OMS Unlimited Users	OMSUNLIMITED	1	USD 0.00
7	Systems Integration Subscription Labor, Equipment, and GUMB 311 Requests integrations	SYITSB	1	USD 0.00
Term 02 - 2/24/2024 - 2/23/2025 - Subscription TOTAL:				USD 386,400.00

Term 03 - 2/24/2025 - 2/23/2026 -
Subscription

No.	Product	Code	Quantity	Price
1	OMS Premium PWD Only	OMSPRM	1	USD 400,000.00
2	Signal Domain	DOM006	1	USD 0.00
3	Stormwater Domain	DOM007	1	USD 0.00
4	Transportation Domain	DOM008	1	USD 0.00
5	Walkability Domain	DOM009	1	USD 0.00
6	OMS Unlimited Users	OMSUNLIMITED	1	USD 0.00
7	Systems Integration Subscription Labor, Equipment, and GUMB 311 Requests integrations	SYITSB	1	USD 0.00
Term 03 - 2/24/2025 - 2/23/2026 - Subscription TOTAL:				USD 400,000.00

Term 04 - 2/24/2026 - 2/23/2027 - Optional
Subscription

No.	Product	Code	Quantity	Price
1	OMS Premium All Departments. Other asset domains included and added upon request.	OMSPRM	1	USD 432,000.00
2	Signal Domain	DOM006	1	USD 0.00
3	Stormwater Domain	DOM007	1	USD 0.00
4	Transportation Domain	DOM008	1	USD 0.00
5	Walkability Domain	DOM009	1	USD 0.00
6	OMS Unlimited Users	OMSUNLIMITED	1	USD 0.00
7	Systems Integration Subscription Labor, Equipment, and GUMB 311 Requests integrations	SYITSB	1	USD 0.00
Term 04 - 2/24/2026 - 2/23/2027 - Subscription TOTAL:				USD 432,000.00

City of San Antonio / 10/12/2022

Term 05 - 2/24/2027 - 2/23/2028 - Optional
Subscription

No.	Product	Code	Quantity	Price
1	OMS Premium All Departments. Other asset domains included and added upon request.	OMSPRM	1	USD 466,560.00
2	Signal Domain	DOM006	1	USD 0.00
3	Stormwater Domain	DOM007	1	USD 0.00
4	Transportation Domain	DOM008	1	USD 0.00
5	Walkability Domain	DOM009	1	USD 0.00
6	OMS Unlimited Users	OMSUNLIMITED	1	USD 0.00
7	Systems Integration Subscription Labor, Equipment, and GUMB 311 Requests integrations	SYITSB	1	USD 0.00
Term 05 - 2/24/2027 - 2/23/2028 - Subscription TOTAL:				USD 466,560.00

Summary By Term - Includes Services & Subscriptions

Total Term 1	USD 495,428.00
Total Term 2	USD 386,400.00
Total Term 3	USD 400,000.00
Total Optional Term 4	USD 432,000.00
Total Optional Term 5	USD 466,560.00

City of San Antonio / 10/12/2022

Investment Notes:

- Any Customer Purchase Order, Contract, and/or Agreement must reference Cartegraph Purchase Agreement: PA-22-05058.
- Purchasing the Solutions presented herein through any alternative procurement method will require a revised price proposal which may include an associated price adjustment.
- Prices may include discounts, concessions, or incentives that are only applicable to this transaction and should not be assumed for future purchases.
- Prices do not include any taxes that may apply at the time of invoicing. If applicable, any such taxes are the responsibility of Customer and will appear on the respective invoice.
- Prices do not include any applicable Esri ArcGIS licenses.
- Prices are in U.S. Dollars (\$USD).
- Prices for the Initial Term are valid only if this Purchase Agreement is executed by 12/31/2022.
- The preprinted terms of a purchase order or any other similar document will not apply to or modify this Purchase Agreement or any other mutually agreed upon autorenewal thereof.
- For the pricing to be valid, City of San Antonio must notify Cartegraph in writing of its intent to exercise Optional Term 4 & Optional Term 5 no later than 90 days prior to the end of the then current Term.
- OMS and Domain Access
 - For Terms 1 & 2: Public Works Department Only. Only Four (4) OMS asset domains (Signal, Stormwater, Transportation, Walkability) are included.
 - For Terms 3, 4, & 5: All Departments. All OMS asset domains included and added upon request.

City of San Antonio / 10/12/2022

Payment

In consideration for the Solutions provided by Cartegraph to Customer, Customer agrees to pay Cartegraph the Fees as described below:

DELIVERY

Upon execution of this Purchase Agreement, Cartegraph will provide the Solution Subscriptions and/or Solution Services as detailed in the Investment Summary.

SOLUTION SUBSCRIPTION INVOICING

Customer shall be provided with the ability to access and use the Solution Subscriptions upon execution of this Purchase Agreement. The payment for the initial term is due upon execution of the Purchase Agreement. Payment for any subsequent renewal terms will be due in annual installments as specified herein and prior to the anniversary of the initial term in the amount(s) that follow:

- Term 1: \$258,528.00
- Term 2: \$386,400.00
- Term 3: \$400,000.00
- Optional Term 4: \$432,000.00
- Optional Term 5: \$466,560.00

SOLUTION SERVICES INVOICING

Upon acceptance of this Purchase Agreement, invoicing for the Solution Services shall occur as follows for each Phase 1, 2, & 3 and Master Integrations for a total of 16 invoicing milestones:

- Kick-off: 25% on completion of External Project Phase Kickoff
- Training Agenda: 25% on Sign-off of Training Agenda or completion of System Admin Training, whichever occurs first.
- Testing Acceptance: 25% on sign-off of Testing Acceptance or Test Site Cutoff, whichever occurs first.
- Go-Live: 25% on production use of system.

EXPENSES

In providing the Solution Services included herein, Cartegraph shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs as incurred and are due separately.

PAYMENT

- All payments are due Net 30 days from date of invoice.
- All payments are to be in U.S. Dollars (\$USD).
- For customers within the United States, any applicable taxes required at the time of invoice will be determined based on the laws and regulations of the taxing authority(s) governing the "Customer Address" identified herein.

City of San Antonio / 10/12/2022

Acceptance

BY SIGNING BELOW, EACH PARTY AGREES THAT 1) ITS SIGNATORY HAS THE AUTHORITY TO BIND THEIR PARTY TO THIS OBLIGATION, AND 2) THAT ALL USE AND ACCESS TO THE SOLUTION SUBSCRIPTION AND/OR SOLUTION SERVICES DESCRIBED HEREIN SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THE FOLLOWING ORDER OF PRECEDENCE A) A CUSTOMER AGREEMENT (IF APPLICABLE), B) THIS PURCHASE AGREEMENT AND ALL AGREEMENTS AND ADDENDUMS SPECIFICALLY REFERENCED HEREIN, AND C) THE CARTEGRAPH SOLUTIONS AGREEMENT.

Cartegraph Systems LLC:

By: 

(Signature)

Andrew Dingman

(Print Name)

Title: CFO

Date: 10/13/2022 | 9:24 AM CDT

City of San Antonio:

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

Addendum B

Services Scope of Work

The Solutions Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and are subject to the limitations and terms and conditions set for the in the Purchase Agreement, and its reverence Addendums. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

Cartegraph OMS – Implementation Scope of Work

City of San Antonio is expanding the Cartegraph Operations Management System (OMS) to include both work management and asset management for all Public Works Department teams. Scope contains three phases, with each phase being defined below. Integrations will be developed during phase one and continually supported through the remaining contract years. Implementation of the Operations Management System (OMS) includes the following professional services focusing on:

PHASE ONE - Traffic

Assets

Asset implementation includes the following professional services:

Cartegraph will provide installation and training on the following fourteen (14) asset types:

- Signals (8) - Signal Cabinets; Signal Controllers; Signal Heads; Signal Monitors; Signal Preemption; Signalized Intersections; Traffic Cameras; Traffic Detectors
- Transportation (3) - Markings (line); Signs; Supports
- Custom (3) - Markings; School Zones; Traffic Battery Backup Systems

Cartegraph will provide all services remotely via audio; video; and web conferences unless otherwise noted.

PHASE TWO - Streets

Assets

Asset implementation includes the following professional services:

Cartegraph will provide installation and training on the following eight (8) asset types:

- Transportation (3) - Bridges; Pavement; Safety Barriers;
- Walkability (2) - Curb Ramps; Sidewalks
- Custom (3) - Adapt a Spot; Bus Pads; Speed Humps

Cartegraph will provide all services remotely via audio; video; and web conferences unless otherwise noted.

PHASE THREE - Stormwater

Assets

Asset implementation includes the following professional services:

Cartegraph will provide installation and training on the following fourteen (14) asset types:

- Stormwater (7) - Storm Basins; Storm Channels; Storm Facilities; Storm Inlets; Storm Manholes; Storm Outlets; Storm Pipes
- Custom (7) - Dams; Low Water Crossings; Ponds; Tunnel Equipment; Tunnel Systems; Underground Filtration Systems; Vegetation Controls

Integration Services

- Cartegraph will provide the following bi-directional (two-way) integration service between GUMB and Cartegraph. Cartegraph services for this integration have been prepared based upon the Specifications Document (*Document Name: Cartegraph-LAGAN Interface Functional Requirements_Design V1.docx*) created by City of San Antonio. *In the event that additional or alternative functionality is desired, Cartegraph can provide an update to the scope and cost.*
 - The integration includes the following:
 - Integration points:
 - Cartegraph retrieve Requests from GUMB
 - Import Request data from GUMB into Cartegraph
 - A sync using a unique ID
 - If ID exists; information will be updated
 - If ID does not exist; Cartegraph will create a record or produce an error message
 - Cartegraph will update GUMB 311 request upon completion status.
 - Import updates made to case notes from GUMB into Cartegraph
 - Cartegraph will send back action updates to GUMB
 - 311 Request created in Cartegraph will create a Request (proactive cases) in GUMB
 - Cartegraph will import link-style attachments created in GUMB if available
 - Cartegraph will report Errors during retrieval and submission of records into onto GUMB Messages where applicable.
 - Cartegraph when send Error information where applicable to Remedy Service provided.
 - Cartegraph will provide that records that are failing can be picked up again for additional attempts at processing.
Cartegraph will access provided API to Cosa Enterprise GIS to validate address before submitting cases to GUMB.
 - Testing plan:
 - Incoming From Lagan
 - Incoming Request
 - Incoming Update Request
 - Incoming Request with Attachment
 - Incoming Cancel Request
 - Outgoing CG
 - Incoming Request
 - Outgoing Update Request Initial Action
 - Outgoing Update Request Action
 - Outgoing Update Request Completion Action
 - Proactive Create
 - Proactive Create
 - Proactive Create – Bad Address
 - Proactive Create – Get Lagan ID
 - Outgoing Update Request Initial Action
 - Outgoing Update Request Action
 - Outgoing Update Request Completion Action

- Create Bad Incoming
 - Test 5 Attempts
 - Test Remedy Workflow
 - Test 2 Day Workflow
 - Test Bad result can be retried after 5 attempts
- Create Bad Outgoing
 - Test 5 Attempts
 - Test Remedy Workflow
 - Test 2 Day Workflow
 - Test Bad result can be retried after 5 attempts
- Testing Address Verification
 - Post UI pre-transfer
 - Valid Address Pass check get moved to Gumb
 - Invalid Address Does No Pass Mark Record as Needing Additional Follow up, Notify User
- Testing Workflow Rules Validation
 - Based on UI Activity Add New Action Must Be of Same Order Id or Greater.
 - Integration Sort Order Updates Not sent to send in Action Order
 - Validation Action Are in Wrong Order? Missing Order?
- Test CG Re-request Records from Gumb Last 3 days
 - Import Missing Records
 - Update Existing Records if support is added during the design process
- Test CG Re-Sending Record to Gumb
 - Filter to x time period.
 - Get all Request and Resend all Updates for those requests during that period
- Annual Integration Support will include the following:
 - Support in troubleshooting issues related to the integration. Including help in communication with customer and third party of the integration to resolve the issue.
 - Updates to the integration needed due changes made to Cartegraph product updates.
 - Updates to the integration due to minor save version update to third party ape to maintain existing functionality.

Requirements

- Cartegraph will provide error logging capability to easily identify potential integration issues.
- Cartegraph will provide a customer-configurable time interval to manage integration frequency.

Exclusion

- Cartegraph will not send attachments to GUMB as GUMB does not support upload of binary attachments files

Assumptions

- All functionality related to Integration based on assumption that GUMB, COSA enterprise GIS and Remedy Service provides necessary functionality via API to accomplish.
 - GUMB, COSA enterprise GIS And Remedy Service must be accessible from Hosting Location of Cartegraph via HTTPS on port 443.
 - During development the environments for GUMB, COSA enterprise GIS And Remedy Service must be accessible from Development Locations of Cartegraph via HTTPS on port 443.
- Cartegraph will provide the following standard, uni-directional (one-way) integration service of Employee and Labor Rate data between HR System/Source System and Cartegraph.
The standard integration includes the following:
 - Integration points:
 - HR System/Source Sytem Employee records will be integrated with the Cartegraph Labor recordset.

- HR System/Source System Job Class and Calculated Labor Rate records will be integrated with the Cartegraph Labor Rates recordset.
- Customer is responsible for providing the properly calculated Labor Rates prior to Cartegraph integrating into Labor recordset.
- Cartegraph will integrate the completed calculated Labor Rates into the Labor recordset.

Assumptions

- The integration includes up to twelve (12) fields in the same Cartegraph table per integrated data point.
 - All data must be available to the Cartegraph service via a flat file (.csv or .txt)
 - The flat file will contain one row per employee, and one column per rate type, containing the hourly dollar value for that rate type
 - Cartegraph will provide error logging capability to easily identify potential integration issues.
 - Cartegraph will provide a customer-configurable time interval to manage integration frequency.
 - A unique ID per Labor record exists in the HR System and will be the unique identifier across systems
- Cartegraph will provide the following standard, uni-directional (one-way) integration service of Equipment and Equipment Rate data between FASTER and Cartegraph.
The standard integration includes the following:
 - Integration points:
 - FASTER Equipment records will be integrated with the Cartegraph Equipment recordset.
 - FASTER Equipment Rate records will be integrated with the Cartegraph Equipment Rates recordset.
 - FASTER Next Service Due value will generate an Equipment Task on the corresponding Equipment record in Cartegraph.

Assumptions

- The integration includes up to twelve (12) fields in the same Cartegraph table per integrated data point.
- All data must be available to the Cartegraph service via a flat file (.csv or .txt)
 - The flat file will contain one row per Equipment, and one column per rate type, containing the hourly or mileage dollar value for that rate type
- Cartegraph will provide error logging capability to easily identify potential integration issues.
- Cartegraph will provide a customer-configurable time interval to manage integration frequency.
- A unique ID per Equipment record exists in FASTER and will be the unique identifier across system

Implementation Outline for Each Phase

Setup

- Cartegraph will setup a hosted, test and production OMS environment.
- Cartegraph will provide an overview, up to two (2) hours, of Cartegraph and ArcGIS Online user-based logins and User/Role functionality.
- Cartegraph will provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Cartegraph will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Cartegraph will provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.

- Cartegraph will setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Consulting

Cartegraph will provide a twelve (12) hours remote requirement gathering workshop to increase our understanding of your business and functional goals. Through workshops and interviews, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Configurations

Cartegraph will provide configuration services, including:

- Up to five (5) custom fields and up to one (1) custom layout per asset type listed in the Assets section below
- Up to ten (10) custom fields and up to five (5) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
- Up to five (5) automations
- Up to five (5) preventative maintenance plans

Cartegraph will provide up to eight (8) hours of configuration review workshops to ensure configurations resulting from the requirement gathering workshop effectively support all workflows and processes discussed, and to reinforce such configurations with customer stakeholders to adequately prepare to train-the-trainer training.

Training

- Cartegraph will provide remote train-the-trainer training, up to one (1) hour, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:

- Dashboards
- Standard KPI/ROI Gadgets
- Logins/Permission
- Layers
- Filters
- Maps
- Grids
- System Navigation
- Views (List & Detail)
- Standard Reports
- Attachments
- Requests, Work, Assets, Resources, Reports, and Administrator Tabs

- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:

- OMS Esri integration configuration options
- Integration functionality (basemap and feature)
- Overall Esri integration requirements, considerations, and Cartegraph recommended best practices

- Cartegraph will provide a two-day (2-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both Cartegraph and your project manager. Topics may include any of the following:

- Request Management:

- Requests
- Requesters
- Task Creation from Requests
- Issue library (including settings such as Applies to Asset and Non-Location)
- Cartegraph recommended best practices for Request and Requester Management
- Work Management:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - Cartegraph recommended best practices for Work Management
- Asset Management:
 - Asset Details
 - Preventative Maintenance Plans
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - Cartegraph recommended best practices for Asset Management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Fleet Management:
 - Preventative Maintenance
 - Task Management
 - Vehicle Replacement Ratings (VRR) Equipment Detail information
 - Fleet Reports
 - Cartegraph recommended best practices for Fleet Management
- Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - Cartegraph recommended best practices for Resource Management
- Cartegraph Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - Cartegraph recommended best practices for mobile device use

- Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation Manager
- Cartegraph will provide remote train-the-trainer training, up to six (6) hours, on OMS Reporting functionality. Training topics include:
 - Security/Roles
 - Report Designer
 - Report Types, Report Styling, Filtering\Parameters, Basic Formulas, Grouping/Sorting
 - Report Viewer
 - Reporting best practices and solution tips/tricks.

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on Preventative Maintenance Plans functionality. Training topics include:
 - Preventative Maintenance
 - Cartegraph recommended best practices for proactive asset management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on Advanced Inspections and Asset Condition Manager functionality. Training topics include:
 - Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Cartegraph recommended best practices for advanced inspections and condition management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Cartegraph will provide remote train-the-trainer training, up to six (6) hours, on Scenario Builder functionality. Training topics include:
 - Scenario Builder
 - Settings:
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Scenarios:
 - Planned Work
 - Map Control
 - Work Order Creation

- Scenario Types
- Plan Years and Budgets
- Protocols
- Data Exports
- Cartegraph recommended best practices for scenario builder

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on Asset Builder functionality. Training topics include:
 - OMS Administrator
 - Structure Manager
 - Library Manager
 - Layout Manager
 - User/Role Configurations
 - Cartegraph recommended best practices for expanding the system's use and/or building assets
- Cartegraph will provide remote train-the-trainer, up to eight (8) hours, on the Integration Toolkit functionality. Training topics include:
 - API
 - Webhooks
 - Scheduled Import/Export
 - Cartegraph recommended best practices for utilizing the Integration Toolkit
 - Consulting and Training on data extraction for Task Analysis for external Reporting System
- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on Cartegraph for Zapier functionality. Training topics include:
 - Trigger application
 - Action application
 - Automations and Record Types
 - Assumptions
 - Required accounts for Zapier and any other third-party application are the responsibility of the customer
 - Available number of Tasks and Zaps for automated functions in Cartegraph are contingent on customer's Zapier plan

Testing

- During the implementation project, Cartegraph and the CoSA will define the testing approach that will work best for the Customer.
- System testing will occur after the data load, configurations, and onsite training tasks are completed.
- System testing typically occurs over a 6-8 week period.
- Weekly sessions are scheduled and conducted by the Cartegraph Project Team to allow the Customer to ask questions and provide status updates throughout the test period.
- The Customer will provide a verbal or written notice of acceptance to conclude to the testing phase of the project.

Go-Live Support

- Cartegraph will provide up to two (2) remote web conferences (not to exceed 4 hours total) for Go-Live Support. The agenda will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
 - Refresher training for items listed in the scope of work
 - Software and process support for staff during production roll out
 - Field, Layout, and Report configuration guidance, if applicable

Data Services

Cartegraph will provide one test and one production data load service through standard import/export functionality. Cartegraph will provide template documents for data population. Once populated by your staff, Cartegraph will load the data into your test or production OMS environment. Data loads may include data such as:

- Parent level asset records
- Asset location (spatial x/y) attributes
- Parent level resource (Labor, Equipment Material, Vendor) records
- Resource Rate (Labor, Equipment, Material) records
- Standard system libraries

Exclusions

The following service items are not included in the scope of this project:

Implementation of any custom modification or integration developed by Cartegraph; your internal staff; or any third-party is not included in the scope of this project unless specifically listed above.

Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.

Any service items discussed during demonstrations; conference calls; or other events are not included in the scope of this project unless specifically listed above.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Agreement or in the Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer Users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both personal computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's system requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation, including a dedicated project manager responsible for reviewing the implementation scope of work, ensuring all attended meetings are attended by invited staff, and providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems. Customer responsibility also includes internal documentation, internal change management, task completion, staff coordination and schedule commitment.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

5. Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Solutions will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Solutions within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.
6. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 730 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Purchase Agreement

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional Service will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Services are required. If additional services are required, Cartegraph will provide the Customer with a written change order and scope of work (if necessary) outlining the additional services. The additional services will be performed once the change order document has been executed by Cartegraph and the Customer.

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ADDENDUM E

Cartegraph OMS Editions

Cartegraph OMS supports customers in the operation, maintenance, and management of the following asset domains. By employing these features as applicable, customers can effectively manage and report on the assets that they care about. Indicated below are the capabilities and options available for each OMS Edition at the time this document was prepared, which are subject to change.

	Essentials	Pro	Plus	Premium
Dashboard / Home Screen	Included	Included	Included	Included
User Management	Included	Included	Included	Included
Role Management		Included	Included	Included
Esri GIS Integration	Included	Included	Included	Included
Report Viewer	Included	Included	Included	Included
Library Management	Included	Included	Included	Included
Standard KPI / ROI gadgets	Included	Included	Included	Included
Esri Identity-Ready	Included	Included	Included	Included
Structure Manager		Included	Included	Included
Layout Manager		Included	Included	Included
Import / Export		Included	Included	Included
Record Filter Administration		Included	Included	Included
Container / Component	Included	Included	Included	Included
Embedded Maps	Included	Included	Included	Included
Report Designer		Included	Included	Included
Integration Toolkit		Option	Option	Included
Cartegraph for Zapier	Option	Option	Included	Included
Automation Manager			Included	Included
Notification Manager		Included	Included	Included
Routing – Esri Identity Required	Included	Included	Included	Included
Geocode Options- Esri Identity Required	Included	Included	Included	Included

Work

Task Management	Included	Included	Included	Included
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Work Orders			Included	Included
Task Calendar	Included	Included	Included	Included
Scenario Builder			Option	Included

Request

Request Management	Required w/ SeeClickFix	Included	Included	Included
SeeClickFix	Option	Option	Option	Option
Internal Requests		Option	Included	Included

Resources

Resource Management (LEMV)	Included	Included	Included	Included
Advanced Material Management			Option	Included
Fleet Management		Option	Included	Included

Assets

Asset Inventory	By Domain/Asset	By Domain/Asset	By Domain/Asset	By Domain/Asset
Container / Component	Included	Included	Included	Included
Preventative Maintenance Plans		Included	Included	Included
Asset Condition Manager / Advanced Inspections		Required w/ Fleet Mgmt.	Included	Included
Asset Builder		Option	Option	Included

ADDENDUM F

Estimated Project Schedule

Phase 1 Timeline

*All dates are dependent on customer and Cartegraph availability.

#	PHASE ONE	Parent task	Sub Task/Checklist	Responsible Party	Attending Party	SA-LOE in Hours	Start Date	End Date	NEW Duration (Week Days)
1	DEFINE & PLAN PHASE						8/22/2022	11/18/2022	65
2		Pre-KO/Welcome Email	Email - Welcome and schedule Pre-KO	CG-PM			8/22/2022	8/26/2022	5
3			Conduct Pre-Kick-Off	CG-PM	SA-Admin	1	8/29/2022	9/9/2022	10
4		Customer Roles and Responsibilities	Send Roles and Responsibility Template	CG-PM			9/12/2022	9/16/2022	5
5			Customer Completes Roles and Responsibility Chart	SA-Admin			9/19/2022	9/30/2022	10
6			Project Timeline Creation	CG-PM			9/19/2022	9/30/2022	10
7			Send Project Timeline	CG-PM			9/19/2022	9/30/2022	10
8			Schedule Timeline Review with Customer	CG-PM			9/19/2022	9/30/2022	10
9			Customer Approves Timeline	SA-Admin			10/3/2022	10/14/2022	10
10		External Kickoff	Create External Kick Off PPT	CG-PM			10/10/2022	10/14/2022	5
11			Schedule External Kickoff	CG-PM			10/10/2022	10/14/2022	5
12			Conduct External Kickoff	CG-PM	SA-ALL	1	10/17/2022	10/21/2022	5
13		Schedule \Status Updates	Schedule Weekly Status Updates	CG-PM			10/24/2022	10/28/2022	5
14		Goals Meeting	Create Goals Meeting PPT	CG-PM			10/24/2022	10/28/2022	5
15			Schedule Goals Meeting	CG-PM			10/31/2022	11/4/2022	5
16			Conduct Goals Meeting	CG-PM	SA-Admin	1	11/7/2022	11/11/2022	5
17		ESRI Technical Call and Project Asset Discussion	Schedule ESRI Technical Call and Project Asset Discussion	CG-PM			11/7/2022	11/11/2022	5
18			Conduct ESRI Technical Call and Project Asset Discussion	CG-ISS	SA-Admin, SA-GIS, SA-Technical	1	11/14/2022	11/18/2022	5
19	DESIGN PHASE						11/28/2022	2/24/2023	65
20		Requirements Gathering (Remote)	Confirm RG Availability	CG-PM			11/28/2022	12/2/2022	5
21		RG Agenda	Create RG Agenda	CG-PM			12/5/2022	12/16/2022	10
22			Send Customer Agenda	CG-PM			12/5/2022	12/16/2022	10
23			Customer Approves Agenda	SA-Admin		3	12/19/2022	12/30/2022	10
24			Schedule RG (Sessions)	CG-PM			1/3/2023	1/6/2023	4
25		RG Event	Conduct RG	CG-IS		12	1/9/2023	1/13/2023	5
26			Attend RG: IT/GIS/SYSTEM Administrator Workshop	CG-IS	SA-Admin, SA-GIS, SA-IT/Technical	2	1/9/2023	1/13/2023	5
27			Attend RG: Resource Management Workshop	CG-IS	SA-Admin, SA-Operations	1	1/9/2023	1/13/2023	5
28			Attend RG: Request Management Workshop	CG-IS	SA-Admin, SA-Operations	2	1/9/2023	1/13/2023	5
29			Attend RG: Signals (3) Work and Asset Management Workshop	CG-IS	SA-Admin, SA-Operations	2	1/9/2023	1/13/2023	5
30			Attend RG: Transportation (8) Work and Asset Management Workshop	CG-IS	SA-Admin, SA-Operations	2	1/9/2023	1/13/2023	5
31			Attend RG: Custom (3) (Markings, School zones, Traffic Battery Back up systems) Work and asset Management workshop	CG-IS	SA-Admin, SA-Operations	2	1/9/2023	1/13/2023	5
32			Attend RG: Remote Wrap up and review of next steps	CG-IS	SA-Admin	1	1/9/2023	1/13/2023	5
33		RG Assessment Report	Complete RG Assessment Report	CG-IS			1/16/2023	1/27/2023	10
34			Send RG Assessment Report to Customer	CG-PM			1/27/2023	1/27/2023	1
35			Customer Reviews & Confirms Assessment Report	SA-Admin		1	1/27/2023	1/31/2023	3
36			Workbook Completed	CG-IS			1/16/2023	1/27/2023	10
38		Start Up Data Template Review Call	Conduct Template Review Call	CG-ISS	SA-Operations, SA-Admin	2	1/9/2023	1/13/2023	5
39			Schedule Additional Review Calls (as needed)	CG-PM			1/16/2023	2/24/2023	30
41		Final Start Up Data Templates Due	SA - Task Time for Start up template work	SA-Operations		10	1/16/2023	2/24/2023	30
42			Uploads Completed Start Up Data Templates & Notifies CG-PM	SA-Operations		0.5	2/24/2023	2/24/2023	1
43	BUILD & TEST PHASE						2/24/2023	6/6/2023	73
44		Test Data Load (Templates)	Copy Prod over Test	CG-ISS			2/27/2023	3/17/2023	15
45			Load startup data templates	CG-ISS			2/27/2023	3/17/2023	15
46		Test site configurations	Test buildout from workbook	CG-ISS			2/27/2023	3/17/2023	15
47		Internal Review of Test Site	Review & confirm workbook against site for accuracy	CG-IS			3/17/2023	3/17/2023	1
48			Sends test site to client (Send URL)	CG-PM			3/17/2023	3/17/2023	1
49		Configurations Workshops	Schedule Workshops	CG-PM			2/13/2023	2/17/2023	5
50			Conduct Workshops	CG-IS	SA-Admin, SA-Operations	8	3/20/2023	3/24/2023	5
51		GIS Connection Call	Schedule GIS Connection Training Call	CG-PM			2/21/2023	3/17/2023	19
52			Conduct GIS Connection Training Call	CG-ISS	SA-GIS, SA-Admin	2	3/13/2023	3/17/2023	5
53			GIS Integration - Test Connection Completed by Customer	SA-GIS	SA-GIS, SA-Admin	2	3/20/2023	3/24/2023	5
54		Train the Trainer (Onsite)	CG-PM						0
55			Confirm Training Availability	CG-PM			2/27/2023	3/3/2023	5
56			Book Travel	CG-IS			3/6/2023	3/10/2023	5
57		Training Agenda	Create Training Agenda	CG-PM			2/27/2023	3/3/2023	5
58			Send Customer Agenda	CG-PM			3/3/2023	3/3/2023	1
59			Customer Approves Agenda	SA-Admin		3	3/6/2023	3/10/2023	5
60			Schedule Training (sessions)	CG-PM			3/10/2023	3/10/2023	1
61		Conduct Training (Onsite)	Conduct Training Sessions	CG-IS		16	3/27/2023	3/31/2023	5
62			System Administrator Training	CG-IS	SA-Admin, SA-GIS, SA-IT/Technical	3	3/27/2023	3/31/2023	5
63			Resource Management Training	CG-IS	SA-Admin, SA-Operations	2	3/27/2023	3/31/2023	5

64		Asset, Request & Work Management Training Sessions	CG-IS	SA-Operations	8	3/27/2023	3/31/2023	5
65		Signals	CG-IS	SA-Operations		3/27/2023	3/31/2023	5
66		Transportation	CG-IS	SA-Operations		3/27/2023	3/31/2023	5
67		Custom	CG-IS	SA-Operations		3/27/2023	3/31/2023	5
68		Fleet Management	CG-IS	SA-Operations	1	3/27/2023	3/31/2023	5
69		Mobile Management	CG-IS	SA-Operations	2	3/27/2023	3/31/2023	5
70	Determine Testing Approach	Define Testing Approach	CG-PM	SA-Admin	1	4/3/2023	4/5/2023	3
71								0
72	Determine Additional Training Approach and Milestones	Define Additional Training	CG-PM	SA-Admin	1	4/6/2023	4/7/2023	2
73								0
74	Testing Q&A	Schedule Weekly Testing Q&A Sessions	CG-PM			3/20/2023	3/24/2023	5
75		Conduct Weekly Testing Q&A Sessions (Testing period 6 to 8 weeks)	CG-ISS	SA-Admin, SA-Operations	8	4/10/2023	6/2/2023	40
76	Additional Training (remote)	Schedule Additional Training	CG-PM					0
77		Conduct Additional Training Sessions	CG-ISS			5/22/2023	6/2/2023	10
78		OMS Report Training	CG-ISS	SA-Admin, SA-Operations, SA-Analytical	6	5/22/2023	6/2/2023	10
79		PM Plans Training	CG-ISS	SA-Admin, SA-Operations, SA-Analytical	4	5/22/2023	6/2/2023	10
80		Advanced Inspections and Asset Condition Manager Training	CG-ISS	SA-Admin, SA-Operations, SA-Analytical	4	5/22/2023	6/2/2023	10
81		Scenario Builder Training	CG-ISS	SA-Admin, SA-Operations, SA-Analytical	6	5/22/2023	6/2/2023	10
82		Asset Builder Training	CG-ISS	SA-Admin, SA-Operations, SA-Analytical	2	5/22/2023	6/2/2023	10
83		Integration toolkit functionality training	CG-ISS	SA-Admin, SA-Operations, SA-Analytical	8	5/22/2023	6/2/2023	10
84		Zapier functionality training	CG-ISS	SA-Admin, SA-Operations, SA-Analytical	4	5/22/2023	6/2/2023	10
85	Testing Acceptance	Written or Verbal acceptance by SA Team	SA-Admin		1	6/6/2023	6/6/2023	1
86	DELIVER & SUPPORT PHASE					5/30/2023	6/30/2023	24
87	Go Live Readiness Call	Schedule Go Live Readiness Call	CG-PM			4/22/2023	4/26/2023	3
88		Conduct Go Live Readiness Call	CG-ISS		1	5/30/2023	6/2/2023	4
89	Test Site Cutoff	Complete Test System Changes	SA-Admin, SA-Operations		5	6/6/2023	6/6/2023	1
90	Prod site configured	CG-ISS confirm product configurations/shares production URL with client/PM	CG-ISS			6/7/2023	6/21/2023	11
91	GIS Integration - Prod Connection Completed by Customer	Schedule GIS Connection Production Call (If applicable)	CG-PM			6/7/2023	6/9/2023	3
92		Conduct GIS Connection Production Call (if applicable)	CG-ISS	SA-GIS, SA-Admin	1	6/16/2023	6/16/2023	1
93		GIS Integration - Production Connection Completed by Customer	SA-GIS		4	6/22/2023	6/26/2023	3
95		Confirm GL Availability	CG-PM			5/22/2023	5/26/2023	5
96	Go Live Agenda	Create Go Live Agenda	CG-PM			5/30/2023	6/2/2023	4
97		Send Customer Agenda	CG-PM			6/2/2023	6/2/2023	1
98		Customer Approves Agenda	SA-Admin		3	6/5/2023	6/9/2023	5
99		Schedule Go Live (sessions)	CG-PM			6/12/2023	6/14/2023	3
100	Go Live (Remote)	Conduct Go live	CG-IS	SA-Admin, SA-Operations, SA-Analytical, SA-IT/Technical	4	6/26/2023	6/30/2023	5
101	Post Go Live Support	4-6 Weeks	CG-PM					0
102	Project Closure	Schedule project transition meeting	CG-PM					0
103		Conduct project transition meeting	CG-PM	SA-Admin	1			0
104		Close project in System/Begin Next Phase	CG-PM					0

Phase 2 Timeline

*All dates are dependent on customer and Cartegraph availability.

#	PHASE ONE	Parent task	Sub Task/Checklist	Responsible Party	Attending Party	SA-LOE in Hours	Start Date	End Date	Duration (Week Days)
1	DEFINE & PLAN PHASE						6/12/2023	7/7/2023	20
4		Customer Roles and Responsibilities	Send Roles and Responsibility Template	CG-PM			6/12/2023	6/14/2023	3
5			Customer Completes Roles and Responsibility Chart	SA-Admin			6/14/2023	6/16/2023	3
10		External Kickoff	Create External Kick Off PPT	CG-PM			6/12/2023	6/14/2023	3
11			Schedule External Kickoff	CG-PM			6/14/2023	6/16/2023	3
12			Conduct External Kickoff	CG-PM	SA-ALL	1	6/19/2023	6/23/2023	5
14		Goals Meeting	Create Goals Meeting PPT	CG-PM			6/19/2023	6/23/2023	5
15			Schedule Goals Meeting	CG-PM			6/26/2023	6/30/2023	5
16			Conduct Goals Meeting	CG-PM	SA-Admin	1	7/5/2023	7/7/2023	3
17		ESRI Technical Call and Project Asset D	Schedule ESRI Technical Call and Project Asset Discussion	CG-PM			6/26/2023	6/30/2023	5
18			Conduct ESRI Technical Call and Project Asset Discussion	CG-ISS	SA-Admin, SA-GIS, SA-Technical	1	7/5/2023	7/7/2023	3
19	DESIGN PHASE						6/12/2023	9/1/2023	60
20		Requirements Gathering (Remote)	Confirm RG Availability	CG-PM			6/20/2023	6/23/2023	4
21		RG Agenda	Create RG Agenda	CG-PM			6/26/2023	6/30/2023	5
22			Send Customer Agenda	CG-PM			6/30/2023	6/30/2023	1
23			Customer Approves Agenda	SA-Admin		3	7/5/2023	7/7/2023	3
24			Schedule RG (Sessions)	CG-PM			7/7/2023	7/7/2023	1
25		RG Event	Conduct RG	CG-IS		12	7/10/2023	7/14/2023	5
26			Attend RG: IT/GIS/SYSTEM Administrator Workshop	CG-IS	SA-Admin, SA-GIS, SA-IT/Technical	2	7/10/2023	7/14/2023	5
27			Attend RG: Resource Management Workshop	CG-IS	SA-Admin, SA-Operations	1	7/10/2023	7/14/2023	5
28			Attend RG: Request Management Workshop	CG-IS	SA-Admin, SA-Operations	2	7/10/2023	7/14/2023	5
29			Attend RG: Walkability (2) Work and Asset Management Workshop	CG-IS	SA-Admin, SA-Operations	2	7/10/2023	7/14/2023	5
30			Attend RG: Transportation (3) Work and Asset Management Workshop	CG-IS	SA-Admin, SA-Operations	2	7/10/2023	7/14/2023	5
31			Attend RG: Custom (2) (Adapt a Spot; Bus Pads; Speed Humps) Work and asset Management workshop	CG-IS	SA-Admin, SA-Operations	2	7/10/2023	7/14/2023	5
32			Attend RG: Remote Wrap up and review of next steps	CG-IS	SA-Admin	1	7/10/2023	7/14/2023	5
33		RG Assessment Report	Complete RG Assessment Report	CG-IS			7/17/2023	7/28/2023	10
34			Send RG Assessment Report to Customer	CG-PM			7/28/2023	7/28/2023	1
35			Customer Reviews & Confirms Assessment Report	SA-Admin		1	7/28/2023	8/4/2023	6
36			Workbook Completed	CG-IS			7/17/2023	7/28/2023	10
37		Start Up Data Template Review Call	Conduct Template Review Call	CG-PM			7/10/2023	7/14/2023	5
39			Schedule Additional Review Calls (as needed)	CG-PM			7/17/2023	8/25/2023	30
40			Conduct Final Data Review Session	CG-ISS	SA-Operations, SA-Admin	2	8/23/2023	8/25/2023	3
41		Final Start Up Data Templates Due	SA - Task Time for Start up template work	SA-Operations		10	7/17/2023	9/1/2023	35
42			Uploads Completed Start Up Data Templates & Notifies	SA-Operations		0.5	9/1/2023	9/1/2023	1
43	BUILD & TEST PHASE						8/28/2023	11/22/2023	63
44		Test Data Load (Templates)	Copy Prod over Test	CG-ISS			9/5/2023	9/15/2023	9
45			Load startup data templates	CG-ISS			9/5/2023	9/15/2023	9
46		Test site configurations	Test buildout from workbook	CG-ISS			9/5/2023	9/15/2023	9
47		Internal Review of Test Site	Review & confirm workbook against site for accuracy	CG-IS			9/20/2023	9/15/2023	-4
48			Sends test site to client (Send URL)	CG-PM			9/20/2023	9/20/2023	1
49		Configurations Workshops	Schedule Workshops	CG-PM			9/11/2023	9/15/2023	5
50			Conduct Workshops	CG-IS	SA-Admin, SA-Operations	8	9/18/2023	9/22/2023	5
51		GIS Connection Call	Schedule GIS Connection Training Call	CG-PM			9/11/2023	9/15/2023	5
52			Conduct GIS Connection Training Call	CG-ISS	SA-GIS, SA-Admin	2	9/11/2023	9/15/2023	5

53		GIS Integration - Test Connection Completed by Customer	SA-GIS	SA-GIS, SA-Admin	2	9/18/2023	9/22/2023	5
54	Train the Trainer (Onsite)		CG-PM					0
55		Confirm Training Availability	CG-PM			8/28/2023	9/1/2023	5
56		Book Travel	CG-IS			8/28/2023	9/1/2023	5
57	Training Agenda	Create Training Agenda	CG-PM			8/28/2023	9/1/2023	5
58		Send Customer Agenda	CG-PM			9/1/2023	9/1/2023	1
59		Customer Approves Agenda	SA-Admin		3	9/5/2023	9/15/2023	9
60		Schedule Training (sessions)	CG-PM			9/15/2023	9/20/2023	4
61	Conduct Training (Onsite)	Conduct Training Sessions	CG-IS		16	9/25/2023	9/29/2023	5
62		System Administrator Training	CG-IS	SA-Admin, SA-GIS, SA-IT/Technical	3	9/25/2023	9/29/2023	5
63		Resource Management Training	CG-IS	SA-Admin, SA-Operations	2	9/25/2023	9/29/2023	5
64		Asset, Request & Work Management Training Session	CG-IS	SA-Operations	8	9/25/2023	9/29/2023	5
65		Walkability	CG-IS	SA-Operations		9/25/2023	9/29/2023	5
66		Transportation	CG-IS	SA-Operations		9/25/2023	9/29/2023	5
67		Custom	CG-IS	SA-Operations		9/25/2023	9/29/2023	5
68		Fleet Management	CG-IS	SA-Operations	1	9/25/2023	9/29/2023	5
69		Mobile Management	CG-IS	SA-Operations	2	9/25/2023	9/29/2023	5
70	Determine Testing Approach	Define Testing Approach	CG-PM	SA-Admin	1	10/2/2023	10/6/2023	5
71								0
72	Determine Additional Training Approach	Define Additional Training	CG-PM	SA-Admin	1	10/2/2023	10/6/2023	5
73								0
74	Testing Q&A	Schedule Weekly Testing Q&A Sessions	CG-PM			9/15/2023	9/20/2023	4
75		Conduct Weekly Testing Q&A Sessions (Testing period 6 to 8 weeks)	CG-ISS	SA-Admin, SA-Operations	8	10/9/2023	11/22/2023	33
76	Additional Training (remote)	Schedule Additional Training	CG-PM			11/15/2023	11/22/2023	6
77		Conduct Additional Training Sessions	CG-ISS					0
78		OMS Report Training	CG-ISS	SA-Admin, SA-Operations, SA-Analytical	6	11/13/2023	11/22/2023	8
79		PM Plans Training	CG-ISS	SA-Admin, SA-Operations, SA-Analytical	4	11/13/2023	11/22/2023	8
80		Advanced Inspections and Asset Condition Management	CG-ISS	SA-Admin, SA-Operations, SA-Analytical	4	11/13/2023	11/22/2023	8
81		Scenario Builder Training	CG-ISS	SA-Admin, SA-Operations, SA-Analytical	6	11/13/2023	11/22/2023	8
82		Asset Builder Training	CG-ISS	SA-Admin, SA-Operations, SA-Analytical	2	11/13/2023	11/22/2023	8
85	Testing Acceptance	Written or Verbal acceptance by SA Team	SA-Admin		1	11/22/2023	11/22/2023	1
86	DELIVER & SUPPORT PHASE					11/6/2023	12/8/2023	25
87	Go Live Readiness Call	Schedule Go Live Readiness Call	CG-PM			11/6/2023	11/7/2023	2
88		Conduct Go Live Readiness Call	CG-ISS		1	11/8/2023	11/10/2023	3
89	Test Site Cutoff	Complete Test System Changes	SA-Admin, SA-Operations		5	11/14/2023	11/14/2023	1
90	Prod site configured	CG-ISS confirm product configurations/shares production URL with client/PM	CG-ISS			11/15/2023	11/29/2023	11
91	GIS Integration - Prod Connection Completed by Customer	Schedule GIS Connection Production Call (if applicable)	CG-PM			11/13/2023	11/17/2023	5
92		Conduct GIS Connection Production Call (if applicable)	CG-ISS	SA-GIS, SA-Admin	1	11/17/2023	11/22/2023	4
93		GIS Integration - Production Connection Completed by Customer	SA-GIS		4	11/30/2023	12/4/2023	3
94	Go Live (Remote)		CG-PM					0
95		Confirm GL Availability	CG-PM			11/6/2023	11/9/2023	4
96	Go Live Agenda	Create Go Live Agenda	CG-PM			11/6/2023	11/9/2023	4
97		Send Customer Agenda	CG-PM			11/13/2023	11/15/2023	3
98		Customer Approves Agenda	SA-Admin		3	11/15/2023	11/22/2023	6
99		Schedule Go Live (sessions)	CG-PM			11/27/2023	12/1/2023	5

100		Go Live (Remote)	Conduct Go live	CG-IS	SA-Admin, SA-Operations, SA-Analytical, SA-IT/Technical	4	12/4/2023	12/8/2023	5
101		Post Go Live Support	4-6 Weeks	CG-PM					0
102		Project Closure	Schedule project transition meeting	CG-PM					0
103			Conduct project transition meeting	CG-PM	SA-Admin	1			0
									0

Phase 3 Timeline

*All dates are dependent on customer and Cartegraph availability.

#	PHASE ONE	Parent task	Sub Task/Checklist	Responsible Party	Attending Party	SA-LOE in Hours	Start Date	End Date	Duration (Week Days)
1	DEFINE & PLAN PHASE						11/15/2023	12/15/2023	23
4		Customer Roles and Responsibilities	Send Roles and Responsibility Template	CG-PM			11/15/2023	11/22/2023	6
5			Customer Completes Roles and Responsibility Chart	SA-Admin			11/27/2023	12/1/2023	5
10		External Kickoff	Create External Kick Off PPT	CG-PM			11/15/2023	11/22/2023	6
11			Schedule External Kickoff	CG-PM			11/15/2023	11/22/2023	6
12			Conduct External Kickoff	CG-PM	SA-ALL	1	11/27/2023	12/1/2023	5
13		Schedule \Status Updates	Schedule Weekly Status Updates	CG-PM			11/27/2023	12/1/2023	5
14		Goals Meeting	Create Goals Meeting PPT	CG-PM			12/1/2023	12/6/2023	4
15			Schedule Goals Meeting	CG-PM			12/1/2023	12/6/2023	4
16			Conduct Goals Meeting	CG-PM	SA-Admin	1	12/4/2023	12/8/2023	5
17		ESRI Technical Call and Project Asset Discussion	Schedule ESRI Technical Call and Project Asset Discussion	CG-PM			12/4/2023	12/8/2023	5
18			Conduct ESRI Technical Call and Project Asset Discussion	CG-ISS	SA-Admin, SA-GIS, SA-Technical	1	12/11/2023	12/15/2023	5
19	DESIGN PHASE						12/1/2023	2/9/2024	51
20		Requirements Gathering (Remote)	Confirm RG Availability	CG-PM			12/1/2023	12/6/2023	4
21		RG Agenda	Create RG Agenda	CG-PM			12/1/2023	12/6/2023	4
22			Send Customer Agenda	CG-PM			12/6/2023	12/6/2023	1
23			Customer Approves Agenda	SA-Admin		3	12/7/2023	12/13/2023	5
24			Schedule RG (Sessions)	CG-PM			12/13/2023	12/15/2023	3
25		RG Event	Conduct RG	CG-IS		12	12/18/2023	12/22/2023	5
26			Attend RG: IT/GIS/SYSTEM Administrator Workshop	CG-IS	SA-Admin, SA-GIS, SA-IT/Technical	2	12/18/2023	12/22/2023	5
27			Attend RG: Resource Management Workshop	CG-IS	SA-Admin, SA-Operations	1	12/18/2023	12/22/2023	5
28			Attend RG: Request Management Workshop	CG-IS	SA-Admin, SA-Operations	2	12/18/2023	12/22/2023	5
30			Attend RG: Stormwater (7) Work and Asset Management Workshop	CG-IS	SA-Admin, SA-Operations	2	12/18/2023	12/22/2023	5
31			Attend RG: Custom (7) Work and asset Management workshop	CG-IS	SA-Admin, SA-Operations	2	12/18/2023	12/22/2023	5
32			Attend RG: Remote Wrap up and review of next steps	CG-IS	SA-Admin	1	12/18/2023	12/22/2023	5
33		RG Assessment Report	Complete RG Assessment Report	CG-IS			12/27/2023	1/3/2024	6
34			Send RG Assessment Report to Customer	CG-PM			1/3/2024	1/3/2024	1
35			Customer Reviews & Confirms Assessment Report	SA-Admin		1	1/3/2024	1/5/2024	3
36			Workbook Completed	CG-IS			1/9/2024	1/9/2024	1
38		Start Up Data Template Review Call	Conduct Template Review Call	CG-ISS	SA-Operations, SA-Admin	2	12/18/2023	12/22/2023	5
39			Schedule Additional Review Calls (as needed)	CG-PM			12/29/2023	2/2/2024	26
40			Conduct Final Data Review Session	CG-ISS	SA-Operations, SA-Admin	2	1/15/2024	2/2/2024	15
41		Final Start Up Data Templates Due	SA - Task Time for Start up template work	SA-Operations		10	1/15/2024	2/9/2024	20
42			Uploads Completed Start Up Data Templates & Notifies CG-PM	SA-Operations		0.5	2/9/2024	2/9/2024	1
43	BUILD & TEST PHASE						2/12/2024	4/30/2024	57
44		Test Data Load (Templates)	Copy Prod over Test	CG-ISS			2/12/2024	3/1/2024	15
45			Load startup data templates	CG-ISS			2/12/2024	3/1/2024	15
46		Test site configurations	Test buildout from workbook	CG-ISS			2/12/2024	3/1/2024	15
47		Internal Review of Test Site	Review & confirm workbook against site for accuracy	CG-IS			2/12/2024	3/1/2024	15
48			Sends test site to client (Send URL)	CG-PM			3/1/2024	3/1/2024	1
49		Configurations Workshops	Schedule Workshops	CG-PM			2/20/2024	2/23/2024	4
50			Conduct Workshops	CG-IS	SA-Admin, SA-Operations	8	3/4/2024	3/8/2024	5
51		GIS Connection Call	Schedule GIS Connection Training Call	CG-PM			2/26/2024	3/1/2024	5
52			Conduct GIS Connection Training Call	CG-ISS	SA-GIS, SA-Admin	2	2/26/2024	3/1/2024	5
53			GIS Integration - Test Connection Completed by Customer	SA-GIS	SA-GIS, SA-Admin	2	3/4/2024	3/8/2024	5
54		Train the Trainer (Onsite)		CG-PM					0
55			Confirm Training Availability	CG-PM			2/26/2024	3/1/2024	5
56			Book Travel	CG-IS			2/26/2024	3/1/2024	5
57		Training Agenda	Create Training Agenda	CG-PM			2/26/2024	3/1/2024	5

58		Send Customer Agenda	CG-PM			3/1/2024	3/1/2024	1
59		Customer Approves Agenda	SA-Admin		3	3/4/2024	3/8/2024	5
60		Schedule Training (sessions)	CG-PM			3/8/2024	3/8/2024	1
61	Conduct Training (Onsite)	Conduct Training Sessions	CG-IS		16	3/11/2024	3/15/2024	5
62		System Administrator Training	CG-IS	SA-Admin, SA-GIS, SA-IT/Technical	3	3/11/2024	3/15/2024	5
63		Resource Management Training	CG-IS	SA-Admin, SA-Operations	2	3/11/2024	3/15/2024	5
64		Asset, Request & Work Management Training Sessions	CG-IS	SA-Operations	8	3/11/2024	3/15/2024	5
66		Stormwater	CG-IS	SA-Operations		3/11/2024	3/15/2024	5
67		Custom	CG-IS	SA-Operations		3/11/2024	3/15/2024	5
68		Fleet Management	CG-IS	SA-Operations	1	3/11/2024	3/15/2024	5
69		Mobile Management	CG-IS	SA-Operations	2	3/11/2024	3/15/2024	5
70	Determine Testing Approach	Define Testing Approach	CG-PM	SA-Admin	1	3/18/2024	3/22/2024	5
71								0
72	Determine Additional Training Approach and Milestones	Define Additional Training	CG-PM	SA-Admin	1	3/22/2024	3/22/2024	1
73								0
74	Testing Q&A	Schedule Weekly Testing Q&A Sessions	CG-PM			3/18/2024	3/22/2024	5
75		Conduct Weekly Testing Q&A Sessions (Testing period 6 to 8 weeks)	CG-ISS	SA-Admin, SA-Operations	8	3/18/2024	4/30/2024	32
76	Additional Training (remote)	Schedule Additional Training	CG-PM			3/18/2024	4/30/2024	32
77		Conduct Additional Training Sessions	CG-ISS					0
78		OMS Report Training	CG-ISS	SA-Admin, SA-Operations, SA-Analytical	6	3/18/2024	4/30/2024	32
79		PM Plans Training	CG-ISS	SA-Admin, SA-Operations, SA-Analytical	4	3/18/2024	4/30/2024	32
80		Advanced Inspections and Asset Condition Manager Training	CG-ISS	SA-Admin, SA-Operations, SA-Analytical	4	3/18/2024	4/30/2024	32
81		Scenario Builder Training	CG-ISS	SA-Admin, SA-Operations, SA-Analytical	6	3/18/2024	4/30/2024	32
82		Asset Builder Training	CG-ISS	SA-Admin, SA-Operations, SA-Analytical	2	3/18/2024	4/30/2024	32
85	Testing Acceptance	Written or Verbal acceptance by SA Team	SA-Admin		1	3/18/2024	4/30/2024	32
86	DELIVER & SUPPORT PHASE					4/15/2024	5/24/2024	30
87	Go Live Readiness Call	Schedule Go Live Readiness Call	CG-PM			4/15/2024	4/19/2024	5
88		Conduct Go Live Readiness Call	CG-ISS		1	4/22/2024	4/26/2024	5
89	Test Site Cutoff	Complete Test System Changes	SA-Admin, SA-Operations		5	4/30/2024	4/30/2024	1
90	Prod site configured	CG-ISS confirm product configurations/shares production URL with client/PM	CG-ISS			5/1/2024	5/15/2024	11
91	GIS Integration - Prod Connection Completed by Customer	Schedule GIS Connection Production Call (if applicable)	CG-PM			5/6/2024	5/10/2024	5
92		Conduct GIS Connection Production Call (if applicable)	CG-ISS	SA-GIS, SA-Admin	1	5/13/2024	5/14/2024	2
93		GIS Integration - Production Connection Completed by Customer	SA-GIS		4	5/16/2024	5/20/2024	3
94	Go Live (Remote)		CG-PM					0
95		Confirm GL Availability	CG-PM			4/22/2024	4/26/2024	5
96	Go Live Agenda	Create Go Live Agenda	CG-PM			4/22/2024	4/26/2024	5
97		Send Customer Agenda	CG-PM			4/26/2024	4/26/2024	1
98		Customer Approves Agenda	SA-Admin		3	4/29/2024	5/6/2024	6
99		Schedule Go Live (sessions)	CG-PM			5/6/2024	5/10/2024	5
100	Go Live (Remote)	Conduct Go live	CG-IS	SA-Admin, SA-Operations, SA-Analytical, SA-IT/Technical	4	5/20/2024	5/24/2024	5
101	Post Go Live Support	4-6 Weeks	CG-PM					0
102	Project Closure	Schedule project transition meeting	CG-PM					0
103		Conduct project transition meeting	CG-PM	SA-Admin	1			0
104		Close project in System/Begin Next Phase	CG-PM					0

GUMB Integration**All dates are dependent on customer and Cartegraph availability.*

#	PHASE ONE	Parent task	Sub Task/Checklist	Responsible Party	Attending Party	CG-LOE in Hours	SA-LOE in Hours	Start Date	End Date
1	DEFINE & PLAN PHASE								
2		Integration	Schedule Integration Review Session	CG-PM					
3			Conduct Integration Review Session	CG-AE	Operations SA-IT/Technical		1		
4	DESIGN PHASE								
5		Integration	Design and Build (GUMB 311)	CG-AE		250			
6			Consult and Review	CG-AE	SA-Admin, SA-Technical	2	2		
7			Follow up/work per consulting	CG-AE		8			
8			Consult and Review	CG-AE	SA-Admin, SA-Technical	2	2		
9			Follow up/work per consulting	CG-AE		8			
10			Consult and Review	CG-AE	SA-Admin, SA-Technical	2	2		
11			Follow up/work per consulting	CG-AE		8			
12			Consult and Review	CG-AE	SA-Admin, SA-Technical	2	2		
13			Follow up/work per consulting	CG-AE		8			
14			Consult and Review	CG-AE	SA-Admin, SA-Technical	2	2		
15			Follow up/work per consulting	CG-AE		8			
16	BUILD & TEST PHASE								
17		Integration Build	Finalize Workflow and Field Mapping	CG-AE		8			
18			Development (GUMB 311)	CG-AE		10			
19			Documentation	CG-AE		2			
20			Deployment	CG-AE		4			
21			Integration Customer Test	SA-Admin SA-Technical			2		
22	DELIVER & SUPPORT PHASE								

Labor-HR Integration

*All dates are dependent on customer and Cartegraph availability.

#	PHASE ONE	Parent task	Sub Task/Checklist	Responsible Party	Attending Party	CG-LOE in Hours	SA-LOE in Hours	Start Date	End Date
1	DEFINE & PLAN PHASE								
2		Integration	Customer completes the integration document required	SA-IT/Technical			4		
3			Customer Uploads Integration Files	SA-IT/Technical			1		
4			Reviews Integration Information	CG-AE		1			
5			Schedule Integration Review Session	CG-PM					
6			Conduct Integration Review Session	CG-AE	SA-Admin, SA-IT/Technical	1	1		
7	DESIGN PHASE								
8		Integration	Consult and Review (If needed)	CG-AE	SA-Admin, SA-Technical	1			
9	BUILD & TEST PHASE								
10		Integration	Finalize Workflow and Field Mapping	CG-AE		5			
11			Build Integration	CG-AE		10			
12			Documentation	CG-AE		2			
13			Deployment	CG-AE		4			
14	DELIVER & SUPPORT PHASE								
15		Integration production deployment	Finalize Integration in Production	CG-AE					
16			Integration document	CG-AE					

Faster-Equipment Integration**All dates are dependent on customer and Cartegraph availability.*

#	PHASE ONE	Parent task	Sub Task/Checklist	Responsible Party	Attending Party	CG-LOE in Hours	SA-LOE in Hours	Start Date	End Date
1	DEFINE & PLAN PHASE								
2		Integration	Customer completes the integration document required	SA-IT/Technical			4		
3			Customer Uploads Integration Files	SA-IT/Technical			1		
4			Reviews Integration Information	CG-AE		2			
5			Schedule Integration Review Session	CG-PM					
6			Conduct Integration Review Session	CG-AE	SA-Admin, SA-IT/Technical	2	2		
7	DESIGN PHASE								
8		Integration	Consult and Review (If needed)	CG-AE	SA-Admin, SA-Technical	1			
9	BUILD & TEST PHASE								
10		Integration	Finalize Workflow and Field Mapping	CG-AE			7		
11			Build Integration	CG-AE			13		
12			Documentation	CG-AE			2		
13			Deployment	CG-AE			5		
14	DELIVER & SUPPORT PHASE								
15		Integration production deployment	Finalize Integration in Production	CG-AE					
16			Integration document	CG-AE					