

ORDINANCE 2020-01-16-0001

APPROVING A CONTRACT WITH E.J. WARD, INC. TO PROVIDE FOR THE PURCHASE, INSTALLATION, AND MAINTENANCE OF VEHICLE-BASED GLOBAL POSITIONING SYSTEM (“GPS”) UNITS FOR A QUANTITY OF 320 VEHICLES FOR A TOTAL COST OF \$445,452.00. FUNDING FOR THIS CONTRACT IS AVAILABLE THROUGH THE FY 2020 DEVELOPMENT SERVICES AND FACILITIES SERVICES FUND BUDGETS. FUTURE FUNDING FOR THIS CONTRACT IS SUBJECT TO APPROPRIATION AS PART OF THE ANNUAL BUDGET PROCESS.

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WHEREAS, the City issued a Request for Competitive Sealed Proposal (“RFCSP”) for a *Vehicle Based Global Positioning System* solution on March 25, 2019, with a submission deadline of May 1, 2019; and

WHEREAS, fourteen proposals were received and all were deemed responsive; and

WHEREAS, after the City’s standard RFCSP evaluation process, including interviews and demonstrations, E.J. Ward, Inc. was selected based on the firm’s qualifications, experience, quality of service, previous performance, proposed plan, price schedule, references, and financial qualifications; and

WHEREAS, the initial term of the contract will begin upon the effective date of the ordinance awarding this contract or date specified in the award letter, whichever is later, and end on August 31, 2020, with four additional one-year renewal options; and

WHEREAS, the contract will provide the Development Services and Building Equipment Services departments with the ability to actively track and manage vehicles with installed GPS units; and

WHEREAS, the GPS units will include an accelerometer that will track functions, such as harsh acceleration/braking, speeding, and idling; and

WHEREAS, the GPS units’ reporting will be available in near real time; and

WHEREAS, the contract with E.J. Ward, Inc. to provide for the purchase, installation, and maintenance of vehicle based GPS units for a quantity of 320 vehicles for a total cost \$445,452.00 is recommended for contract award; **NOW THEREFORE:**

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

SECTION 1. The terms and conditions of the Agreement for Vehicle Based Global Positioning System between the City of San Antonio and E.J. Ward, Inc. in the form attached hereto and incorporated herein for all purposes as **Attachment I**, are hereby approved. The City Manager or designee is hereby authorized to enter and execute said agreement, contingent upon acceptance by the participating parties identified in the Agreement.

SECTION 2. Funding in the amount of \$140,287.11 for this Ordinance is available as part of the Fiscal Year 2020 budget, per the table below:

| Amount | General Ledger | Cost Center | Fund |
|-----------------------------------|----------------|-------------|----------|
| \$16,659.11 | 5304050 | 3506010003 | 76001000 |
| \$54,799.65 | 5201040 | 2901010001 | 29097000 |
| \$68,828.35 | 5709060 | 6105010001 | 11001000 |
| Total Amount: \$140,287.11 | | | |


SECTION 3. Additional funding in the amount of \$305,164.89 is contingent upon City Council approval of subsequent budgets within the term length of this contract.

SECTION 4. Payment not to exceed the budgeted amount is authorized to E.J Ward, Inc. to provide for the purchase, installation and maintenance of vehicle-based Global Positioning System (GPS) units for an initial quantity of 320 vehicles.

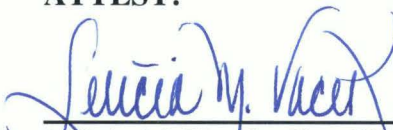
SECTION 5. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 6. This Ordinance shall be effective immediately upon passage by at least eight (8) votes and the 10th day after passage if by fewer than eight (8) votes.

PASSED AND APPROVED this 16th day of January, 2020.



M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Attachment I

AGREEMENT FOR VEHICLE BASED GLOBAL POSITIONING SYSTEM

**BETWEEN
THE CITY OF SAN ANTONIO**

AND

E.J. WARD, INC.

This Agreement for Vehicle Based Global Positioning System (this “**Agreement**”) is entered into by and between the City of San Antonio, a Texas Municipal Corporation (the “**City**”), and E.J Ward, Inc., a Nevada For-Profit Corporation (“**Contractor**”), referred to collectively herein as the “**Parties**.”

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

RECITALS

WHEREAS, the City desires to hire Contractor to provide a solution that will use Global Positioning System (“**GPS**”) location coordinates in a Geographic Information System (“**GIS**”) to map the near real-time location of City non-public safety vehicles; and

WHEREAS, Contractor represents that it possesses the knowledge, ability, professional skills, and qualifications to perform this work in an expeditious and economical manner consistent with the City’s interests.

NOW THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, the Parties agree as follows:

Article 1 - Definitions

1.1 Defined Terms. Each term defined in the preamble of this Agreement has its assigned meaning, and each of the following terms has the meaning assigned to it:

“**City’s Project Manager**” means the person(s) designated by the City to perform the duties and responsibilities specified by and in accordance with Sections 6.2 of this Agreement.

“**Contract Documents**” has the meaning assigned to it in Section 3.1 of this Agreement.

“**Contractor’s Project Manager**” means the person designated by Contractor to perform the duties and responsibilities specified by and in accordance with Section 6.1 of this Agreement.

“**Cure**” has the meaning assigned to it in Section 8.4 of this Agreement.

“**Deliverable**” means all Software, hardware, and services, including the initial hardware installation, troubleshooting, training, the recurring GPS/data service, solution customization, and maintenance and support.

“**Director**” means the Director of the City’s specified Department, or Director’s designee.

“**Documents**” has the meaning assigned to it in Section 12.5 of this Agreement.

“**Enhancements**” means changes to the system that make the system run better and add functionality that were not in the original specifications.

“**Maintenance**” means any upgrade or modification of a work product or artifact after delivery to correct faults or improve performance or other attributes.

“**Retention Period**” has the meaning assigned to it in Section 12.5 of this Agreement.

“**Software**” means the software, including its code and data, to be installed and configured for each Global Positioning System unit, including licenses and all Enhancements, Maintenance, and warranty work.

“**Support**” means assistance provided by Contractor to City by telephone or e-mail during City’s regular business hours to answer questions regarding the use of the system.

“**Term**” has the meaning assigned to it in Section 2.1 of this Agreement.

Article 2 - Term of Agreement

2.1 Term of Agreement. This Agreement begins upon the effective date of the ordinance awarding the contract or date specified in the award letter, whichever is later, and ends on November 30, 2020 (the “**Term**”), unless terminated earlier in accordance with the provisions of this Agreement.

2.2 Renewal. At the City’s option, this Agreement may be renewed under the same terms and conditions for four additional one-year periods. Renewals shall be in writing and signed by the City’s Chief Information Officer, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

2.3 Temporary Short Term Extensions. The City shall have the right to extend this Agreement 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 the City's Chief Information Officer, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Article 3 - Contract Documents

3.1 The term "**Contract Documents**" means the documents, which contain the agreements of the Parties with respect to this transaction. The Contract Documents shall consist of this Agreement, the Requirements Traceability Matrix (Attachment A), the Statement of Work (Attachment B), the City of San Antonio Data Security Policy (Attachment C), and the Price Schedule (Attachment D), all of which are attached hereto and are incorporated into this Agreement by this reference.

Article 4 - Order of Precedence

4.1 In the event of any conflict or inconsistency among the Contract Documents, said conflict or inconsistency shall be resolved by giving precedence to the documents in the following order:

- (a) This Agreement;
- (b) Requirements Traceability Matrix (Attachment A);
- (c) Statement of Work (Attachment B);
- (d) The City of San Antonio Data Security Policy (Attachment C); and
- (e) Price Schedule (Attachment D).

Article 5 - Contractor's Obligations

5.1 Statement of Work. Contractor shall perform and produce all Deliverables as detailed in Attachment A and Attachment B.

5.2 Timely Services. Contractor shall perform all services with due diligence and shall meet all dates set forth in this Agreement and as may from time to time be agreed upon in writing by the Parties. Contractor shall meet with the City, as necessary, to discuss statuses and provide timely responses to issues related to project progress raised in writing by Contractor or the City.

5.3 Employees and Subcontractors. Contractor agrees to utilize only experienced, responsible, and competent personnel in its performance under this Agreement. Contractor shall assign, to the project, such personnel in sufficient numbers to ensure the project's timely completion. Contractor shall remove from the project any personnel who endanger persons or property or whose continued participation in the project is found to be inconsistent with the best interests of the City. Contractor shall be fully responsible to the City for the performance and

behavior of its employees, subcontractors, and persons either directly or indirectly employed by its subcontractors.

5.4 Data Security. Contractor shall comply with the City of San Antonio Data Security Policy, provided by the City's Administrative Directive 7.3a, attached hereto and incorporated herein for all purposes as Attachment C.

Article 6 - Project Managers

6.1 Contractor's Project Manager. Contractor shall designate one or more Project Manager(s) who will work directly with the City's Project Manager(s) and project team to finalize documentation specific to the management aspects of the project, monitor project communications and actions to make sure they align with agreed upon processes, ensure timely delivery of Deliverables, and manage review and approval processes.

6.2 City's Project Manager. The City shall designate one or more Project Manager(s) who will direct the City's efforts. The City's Project Manager(s) shall be the point of contact for Contractor to resolve any contract issues pertaining to system maintenance, Enhancements, and warranty work. Any requests for Maintenance, Enhancements, or warranty work shall only be payable if made by the City's Project Manager(s), evidenced in writing and signed by the City's Project Manager(s). Signed written requests for such services shall, as between the City and Contractor, be deemed conclusive evidence of the City's authorization of such services. The City's Information Technology Services Department Director has the authority to designate a new or additional Project Manager for the City. Except as otherwise provided in this Agreement, any change made by Contractor at the direction of any other person in any other manner shall be considered as having been made without authority.

Article 7 – Consideration, Invoices, and Expenses

7.1 Consideration. In consideration of the Deliverables furnished by Contractor pursuant to this Agreement, the City shall pay Contractor the fees set forth in the Price Schedule, attached hereto and incorporated herein for all purposes as Attachment D.

7.2 Invoices. Contractor shall submit invoices to the City's Project Manager(s), in accordance with Article 10 of this Agreement, to receive payment for all Deliverables provided under this Agreement. All invoices shall detail the Deliverables provided and the fixed price for those Deliverables. Contractor shall comply with reasonable requests made by the City to include additional information on the invoice. City shall pay Contractor within the time limits imposed by Texas law on municipalities and in accordance with Article 10 of this Agreement.

Article 8 - Inspection and Rejection

8.1 All Deliverables. All Deliverables shall be subject to inspection and testing by the City to the extent practicable.

8.2 Approval and Acceptance. The City shall review, approve, and sign off on each Deliverable received. Upon acceptance of each payment Milestone, as further identified in Attachment B and Attachment D, and receipt of Contractor's correct invoice, the City shall pay Contractor according to the terms and conditions of this Agreement.

8.3 Nonconformity or Non-functionality. In the event of any material nonconformity or non-functionality of any Deliverable, as determined solely by the City, the City shall provide written notice to Contractor within 10 business days of the date the Deliverable is received by the City.

8.4 Opportunity to Cure. Contractor may cure any nonconformity or non-functionality of any Deliverable completed, performed, or produced of which Contractor is notified of by the City. The following provisions apply to Contractor's opportunity to cure:

- (a) *Time to Cure*. Upon receipt of such notice of nonconformity or non-functionality, Contractor shall have 21 business days to cure the nonconformity or non-functionality. The City must receive the delivery of such cured Deliverable or work (the "**Cure**") no later than the 22nd business day following Contractor's receipt of the notice of nonconformity or non-functionality for such Deliverable or work.
- (b) *City's Acceptance of Cure*. Upon delivery of the Cure, the City will have 14 business days to evaluate and determine if such Cure is acceptable.
- (c) *Failure to Cure, Second Notice*. In the event the Deliverable remains unacceptable, the City will provide a second written notice of nonconformity or non-functionality to Contractor no later than the 15th business day following the City's receipt of such Cure. Contractor shall then have an additional 14 business days to cure the nonconformity or non-functionality. The City must receive delivery of such second-attempted Cure no later than the 15th business day following Contractor's receipt of the second notice of nonconformity or non-functionality for such Deliverable.
- (d) *Second Attempt to Cure*. Upon delivery of the Cure in response to the second notice of nonconformity or non-functionality, the City will have 14 business days to evaluate and determine if such Cure is acceptable.
- (e) *Failure to Cure, Third Notice*. In the event the Deliverable remains unacceptable, the City will provide a third notice of any nonconformity or non-functionality to Contractor and the City, without waiving any rights the City may have under this Agreement or otherwise by law as a result of such default, may (i) accept the defective Deliverable and require such Deliverable be reduced in price by Contractor in an amount that is equitable under the circumstances; (ii) accept the defective Deliverable and, by separate contract or otherwise, correct such Deliverable and charge Contractor, or deduct from any amount due to Contractor,

any additional costs incurred by the City to correct such Deliverable; or (iii) reject the defective Deliverable and, by separate contract or otherwise, replace the defective Deliverable and charge Contractor, or deduct from any amount due to Contractor, any additional costs incurred by the City to replace such Deliverable.

8.5 Delay and Reduction in Value. All inspections and tests by the City shall be performed in such a manner as not to unduly delay the project. With respect to rejected Deliverables, the City shall not be liable for any reduction in value of any such rejected Deliverable used in connection with such inspection or test.

8.6 Failure to Inspect or Reject. Failure to inspect or reject Deliverables shall not relieve Contractor of responsibility for Deliverables that are not in accordance with the requirements of the Contract Documents, nor impose any liability on the City for any reason. Inspection and testing of any Deliverable does not relieve Contractor from any responsibility regarding latent defects or defects that may be discovered prior to payment or during warranty periods.

Article 9 - RESERVED

Article 10 - Payment

10.1 Acceptance. Upon approval and acceptance by the City for each payment Milestone, as further identified in Attachment B and Attachment D, Contractor shall submit a written invoice to the City in accordance with the Price Schedule. 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, Contractor 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 Contractor to Accounts Payable using this e-mail address. Contractor may courtesy copy the ordering City department personnel on the e-mail. If Contractor is not able to submit invoices with the required file formatting above, Contractor may mail original invoices, on white paper only, to the following address:

City of San Antonio
Finance Department/Accounts Payable
111 Soledad, 4th Floor
San Antonio, Texas 78205

10.2 Information Required On Invoice. All invoices must be in a form and content approved by the City. The City may require modification of invoices if necessary in order to satisfy the City that all billing is proper and pursuant to the terms of this Agreement. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Deliverables 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 Deliverable being billed, the quantity of Deliverables being billed and the total for each Deliverable, as well as the total for all Deliverables 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.

10.3 Time for Payment. Upon receipt of Contractor's written invoice, the City shall have not less than 30 calendar days to pay for goods or services. Time for payment will be computed from the later of:

- (a) the date City receives conforming goods under the contract;
- (b) the date performance of the service under the contract is completed; or
- (c) the date the 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.

10.4 Payment Delay Caused by Dispute. Section 10.3 shall not apply where there is a bona fide dispute between the City and Contractor 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, Contractor must submit a corrected invoice or a credit memorandum for the disputed amount. The City will not make partial payments on an invoice where there is a dispute.

Article 11 - Intellectual Property

11.1 Intellectual Property Rights. Contractor shall pay all royalties and licensing fees arising from or in connection with the performance of this Agreement. Contractor 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, or trade secrets arising from or in connection with any material or method used by Contractor in Contractor's performance of this Agreement. In accordance with Section 11.3, Contractor shall defend all suits for infringement of any Intellectual Property rights. Further, if Contractor 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.

11.2 Notification of Intellectual Property Infringement. Upon receipt of notification that a third party claims that the Software or any other intellectual property infringe upon any United States or International patent, copyright, or trademark, Contractor shall immediately:

- (a) (i) obtain, at Contractor's sole expense, the necessary license(s) or rights that would allow the City to continue using the Software or any other intellectual property as the case may be, or (ii) alter the Software or any other intellectual property so that the alleged infringement is eliminated; and
- (b) reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the Software or other intellectual property while the dispute is pending.

11.3 Response to Intellectual Property Infringement. Contractor further agrees to:

- (a) 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, Software, or other intellectual property under this Agreement,
- (b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
- (c) indemnify the City against any monetary damages and/or costs awarded in such suit;

provided that:

- (a) Contractor is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Contractor 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,
- (b) the equipment, Software, or other intellectual property is used by the City in the form, state, or condition as delivered by Contractor or as modified without the permission of Contractor, so long as such modification is not the source of the infringement claim,
- (c) the liability claimed shall not have arisen out of the City's negligent act or omission, and

- (d) the City promptly provide Contractor with written notice within 15 calendar days following the formal assertion of any claim with respect to which the City asserts that Contractor assumes responsibility under this Section.

Article 12 – Document Ownership, Access, and Retention

12.1 Document Ownership. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations governing documents and ownership, and access and retention thereof, including, but not limited to, the following Sections in this Article 12.

12.2 Local Government Records. In accordance with Texas law, Contractor acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or Maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Contractor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Contractor.

12.3 Local Government Record Defined. The term “local government 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 and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law, including an ordinance, or in the transaction of official business.

12.4 City Ownership. Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, will belong to and be the property of the City. Contractor shall turn over to the City, all such records as required by this Agreement. Contractor shall not, under any circumstances, release any records created during the course of performance of this Agreement to any entity without City’s written permission, unless required to do so by a court of competent jurisdiction.

12.5 Records Retention. Contractor 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 the City at their respective offices, at all reasonable times and as often as the City may deem necessary during the Term of this Agreement, 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 the City and any of its authorized representatives. Contractor 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 expiration or termination of this Agreement. 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, Contractor shall retain the Documents until the resolution of such litigation or other such questions. Contractor acknowledges and agrees that the City shall have access to any and all such Documents at any and all times, as deemed necessary by the City, during said Retention Period. The City may, at its election, require Contractor to return the Documents to the City at Contractor's expense prior to or at the conclusion of the Retention Period. In such event, Contractor may retain a copy of the Documents. Contractor shall notify the City, immediately, in the event Contractor receives any requests for information from a third party that pertain to the Documents referenced herein. Contractor understands and agrees that the City will process and handle all such requests.

Article 13 - Insurance

13.1 Insurance Requirements. Contractor shall comply with the insurance requirements set forth below:

- (a) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Chief Information Officer Department, which shall be clearly labeled "Vehicle Based Global Positioning 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. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Chief Information Officer Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- (b) The 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 the City allow modification whereby the City may incur increased risk.
- (c) Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor'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:

| INSURANCE 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 | For Bodily Injury and Property Damage: \$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 –[Technology Errors and Omissions] (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service. | \$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services. |

- (d) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Contractor shall provide the 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.
- (e) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to the City at the address provided below within 10 calendar days. Contractor shall pay any costs incurred resulting from provision of said documents.

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

- (f) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
 - (i) Name the 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 the City, with the exception of the workers' compensation and professional liability policies;
 - (ii) Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy; and
 - (iii) Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- (g) Contractor shall provide advance written notice directly to the City of any suspension or non-renewal in coverage, and not less than 10 calendar days advance notice for nonpayment of premium.
- (h) Within 5 calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. The City shall have the option to suspend Contractor'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.
- (i) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- (j) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

- (k) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self- insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- (l) 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 the City shall be limited to insurance coverage provided.
- (m) Contractor and any subcontractors are responsible for all damage to their own equipment and/or property.

Article 14 - Notices

14.1 Addresses. Any notice, request, or consent sent under this Agreement shall be written and mailed with sufficient postage, sent by certified mail, return receipt requested, documented facsimile or delivered personally to an officer of the receiving Party at the following addresses:

THE CITY:
 City of San Antonio
 Att: Craig Hopkins, CIO
 P.O. Box 839966
 San Antonio, TX 78283-3966

CONTRACTOR:
 E.J. Ward, Inc.
 Att: Markay Ward
 8620 N New Braunfels 200N
 San Antonio, TX 78217

14.2 Change of Address. Notice of change of address by any Party must be made in writing and mailed to the other Parties within 15 business days of such change. All invoices, notices, requests, or consents under this Agreement shall be (a) in writing, (b) delivered to a principal officer or managing entity of the recipient in person, by courier or mail or by facsimile or similar transmission, and (c) effective only upon actual receipt by such person's business office during normal business hours. If received after normal business hours, the invoice, notice, request, or consent shall be considered received on the next business day after such delivery. Whenever any notice is required to be given by applicable law or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Article 15 – Indemnification and Limitation of Liability

15.1 City Indemnified. CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS the CITY and the elected officials, employees, officers, directors, volunteers, and representatives of the 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 the CITY and directly or indirectly arising out of, resulting from, or related to CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR or the agents, officers, directors, representatives, employees, consultants, or subcontractors of CONTRACTOR 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 the CITY or its officers or employees in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT CONTRACTOR AND THE 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 THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

15.2 Indemnity for Benefit of the Parties. The provisions of the indemnification provided for in this Agreement are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall provide written notice to the City within 24 hours of any claim or demand against the City or Contractor known to Contractor and related to or arising out of Contractor's activities under this Agreement; and Contractor shall see to the investigation and defense of such claim or demand at Contractor's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this paragraph or Section 15.1 above.

15.3 Defense Counsel. The City shall have the right to approve Contractor's proposed defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify the City. The City may only reject the hiring of Contractor's proposed defense counsel if there is an apparent conflict of interest between the proposed defense counsel and the City. If suit is filed and Contractor fails to retain City approved defense counsel by the 10th calendar day before the expiration of the time required to file an answer, the City shall have the right to retain defense counsel on its own behalf and Contractor shall be liable for all costs incurred by the City. The City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

15.4 Employee Litigation. In any and all claims against any party indemnified hereunder by any employee or subcontractor of Contractor, anyone directly or indirectly employed by any employee or subcontractor of Contractor, or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under worker's compensation or other employee benefit acts.

Article 16 - Contractor's Representations and Warranties

16.1 Licenses, Certifications, and Training. Contractor warrants and certifies that Contractor 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.

16.2 Undisclosed Features. Contractor warrants that Deliverables provided to the City under this Agreement do not contain any undisclosed features or functions that would impair or might impair the City's use of any Deliverable. Specifically, but without limiting the previous representation, Contractor warrants there is no "Trojan Horse," lock, "time bomb," backdoor, or similar routine. This Agreement shall not now nor will it hereafter be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law not specified herein. Contractor specifically disclaims any unilateral self-help remedies.

16.3 Suspension and Debarment. This Agreement is a covered transaction for purposes of 2 CFR Part 1200. As such, Contractor is required to verify that neither Contractor, nor its principals, as defined at 2 CFR 180.995, are excluded or disqualified as defined at 2 CFR 180.940 and 2 CFR 180.935, respectively. Contractor is required to comply with 2 CFR 1200, Subpart C and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into. By signing and entering into this Agreement, Contractor certifies that:

- (a) Neither it nor its principals are presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program; and
- (b) Contractor shall provide immediate written notice to the City if, at any time during the Term of this Agreement, including any renewals or extensions hereof, Contractor learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

The certification in this clause is a material representation of fact relied upon by the Department of Transportation. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Department of Transportation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 CFR 1200, Subpart C throughout the Term of this Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16.4 Prohibited Financial Interest. Contractor acknowledges that 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 §2-52 of the Code of Ethics, from having a direct or indirect

financial interest in any contract with the City. An officer or employee has a prohibited "financial interest" in a contract with the City or in the sale to City of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:

- (a) a City officer or employee, his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- (b) 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 (ii) 10% or more of the fair market value of the entity; or
- (c) 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.

Contractor warrants and certifies, and this Agreement is made in reliance thereon, that none of the above listed individuals or entities is a party to this Agreement.

16.5 Prohibition on Contracts with Companies Boycotting Israel. Texas Government Code §2270.002 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:

- (a) does not boycott Israel; and
- (b) 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.

"Company" means a for-profit sole proprietorship, 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.

By executing Contract Documents with the City, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. The City hereby relies on Contractor's verification. If found to be false, the City may terminate this Agreement for material breach.

16.6 Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization 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 §§ 806.051, 807.051, or 2252.153. By executing Contract Documents with the City, Contractor hereby certifies that it is not identified on such a list and that it will notify the City should it be placed on such a list while under contract with the City. The City hereby relies on Contractor's certification. If found to be false, the City may terminate this Agreement for material breach.

Article 17 - Termination

17.1 The City's Right to Terminate. Termination by the City may be affected by the City's Chief Information Officer, without further action by the San Antonio City Council. In addition, the following rules govern the City's right to terminate:

- (a) Termination-Breach. Should Contractor fail to fulfill in a timely and proper manner, as determined solely by the City's Chief Information Officer, its material obligations under this Agreement, or violate any of the material terms of this Agreement, the City shall have the right to terminate this Agreement, in whole or in part, if after prompt written notice to Contractor specifying the failure(s) or violation(s) and a minimum of a 10 business day cure period, the failure or violation has not been corrected. If a cure period has already been given to Contractor in accordance with Article 8 of this Agreement, the City may not give the cure period specified by this Section 17.1(a). Notice of termination shall be provided in writing to Contractor, effective upon the date set forth in the notice. Such termination shall not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- (b) Termination-Notice. The City may terminate this Agreement, in whole or in part, without cause. The City shall be required to give Contractor notice not less than 10 business days prior to the date termination of this Agreement without cause is to be effective.
- (c) Termination-Funding. The City retains the right to terminate this Agreement at the expiration of each of the City's budget periods. This Agreement is conditioned on a best efforts attempt by the City to obtain and appropriate funds for payment of any debt due by the City herein.

17.2 Sections that Survive Termination. The provision previously designated and any other right, obligation, or required performance of the Parties in this Agreement, which by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration. In addition, the obligations of the Parties to protect propriety and confidential information and the obligation of Contractor to indemnify and hold the City harmless for copyright, patent, or trademark infringement contained in this Agreement shall also survive termination of this Agreement.

Article 15 – Legal Construction

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

17.2 Severability. If any clause or provision of this Agreement is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including but not limited to the City of San Antonio Charter, City of San Antonio Codes, or City of San Antonio ordinances, 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 Agreement 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 Agreement that is invalid, illegal, or unenforceable, there be added as a part of this Agreement 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.

17.3 Venue, Jurisdiction, and Arbitration. For any dispute or claim arising from or in connection with this Agreement, venue shall be in Bexar County, Texas and the laws of the State of Texas shall apply. The City will not contractually agree to engage in binding arbitration and will not contractually agree to relinquish its right to a trial by jury.

17.4 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, unless specified otherwise in this Agreement.

17.5 Force Majeure. Neither party will be liable to the other for any failure or delay in the performance of such party's non-monetary obligations due to any occurrence not occasioned by the conduct of either party and beyond the party's control, such as failure or delay caused, directly or indirectly, by fire, flood, earthquakes, or other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, communications line or power failures, or governmental laws, court orders, and regulations imposed after the fact. Such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

17.6 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 at any time any right, power, privilege, or remedy available to that party hereunder or by law or in equity.

Article 18 – General Terms and Conditions

18.1 Captions. All captions used in this Agreement are only for the convenience of reference and shall not be construed to have any effect or meaning as to the agreement between the Parties to this Agreement.

18.2 Non-Discrimination. As a party to this Agreement, Contractor 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, national origin, sex, sexual orientation, gender identity, veteran status, age, or disability, unless exempted by state or federal law, or as otherwise established herein.

18.3 Independent Contractor. Each party to this Agreement will be acting in its own capacity in performance of this Agreement. Contractor and all persons designated by Contractor to provide services in connection with this Agreement are and shall be deemed to be independent contractors, responsible for their respective acts or omissions. The City shall in no way be responsible for Contractor's actions, and neither of the Parties hereto will have authority to bind the other or to hold out to third parties that it has such authority. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationships, between the Parties hereto. This provision shall survive termination of this Agreement.

18.4 Assignment. Except as otherwise stated herein, Contractor may not sell, assign, pledge, transfer, or convey any interest in this Agreement, nor delegate the performance of any duties hereunder by transferring, assigning, subcontracting, or any other means without the written consent of the City's Transportation and Capital Improvements Department Director. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services and provision of goods outlined in this Agreement in the event of default by the successor contractor, assignee, transferee, or subcontractor. Any attempt to transfer, pledge, or otherwise assign this Agreement, in whole or in part, without said written consent shall be void ab initio and shall confer no rights upon any third person.

18.5 Change of Ownership. Contractor agrees to notify the City of any changes in ownership interest greater than 50%, and of any changes in control of its business entity, not less than 45 days in advance of the effective date of any such change.

18.6 Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this Agreement:

- (a) Any change orders that become necessary during the Term of this Agreement as a

result of changes in plans, specifications, quantity of work to be performed, materials, equipment, or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as may hereafter be amended from time to time.

- (b) Changes that do not involve an increase in contract price may be made by the City's Chief Information Officer.
- (c) Any other change will require approval of the City Council of the City of San Antonio.
- (d) No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated herein.

18.7 Entire Agreement. This Agreement, together with its authorizing ordinance, attachments, 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 Agreement 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 change order provision in Section 18.6 above.

[Remainder of Page Intentionally Left Blank - Signature Page Follows]

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO

E.J. WARD, INC.

Name: _____
Title: _____

Mike Wade

Name: Mike Wade
Title: Director, Sales and Marketing

Date: _____

Date: 11/27/19

APPROVED AS TO FORM:

Arif Qureshi

Assistant City Attorney

ATTEST:

Leticia Vacek
City Clerk

Attachment A – Requirements Traceability Matrix
(attached as a separate document)

| Requirement ID | Category | City of San Antonio Vehicle-Based GPS Solution | Business Priority Mandatory=M Desired= D | Supported Through Existing GPS Product Configuration? (Yes/No) | Supported Through GPS Product Customization? (Yes/No) | Supported in Future Product Release? (Version # and Release Date) | Not Supported? If no, provide brief explanation | Respondent Comments |
|--------------------------------|----------|---|--|--|---|---|---|---------------------|
| Functional Requirements | | | | | | | | |
| G3:44PS-F | 1 | Business | The system shall provide a vehicle-based GPS tracking/locating solution for City of San Antonio non public safety vehicles. | Mandatory | Yes | | | |
| GPS-F | 2 | Business | The system shall provide on-system measures (e.g., sensors, to include a GPS unit and accelerometer). | Mandatory | Yes | | | |
| GPS-F | 3 | Business | The system shall provide near-real time (no more than one minute) vehicle location reporting, to include data transmission and visualization. | Mandatory | Yes | | | |
| GPS-F | 3.1 | Business | The system shall represent in actual time the location of the vehicle (e.g. on the road, driving through a parking lot). | Mandatory | Yes | | | |
| GPS-F | 4 | Business | The system shall integrate with the current City ESRI based mapping system. | Mandatory | Yes | | | |
| GPS-F | 5 | Business | The system shall incorporate existing City GIS data/layers as necessary. | Mandatory | Yes | | | |
| GPS-F | 6 | Business | The system shall provide reporting for fleet analytics (for example, extract all vehicle stops with associated GPS data points to compare against other data sources). | Mandatory | Yes | | | |
| GPS-F | 7 | Business | The system shall provide location points with date/time stamps. | Mandatory | Yes | | | |
| GPS-F | 8 | Business | The system shall provide direction of travel. | Mandatory | Yes | | | |
| GPS-F | 9 | Business | The system shall provide graphical information identifying the current status of the vehicle (e.g. traveling, idling, start, stop). | Mandatory | Yes | | | |
| GPS-F | 10 | Business | The system shall provide idle, trip and stop duration information in days/hours/minutes/seconds (00:00:00:00). | Mandatory | Yes | | | |
| GPS-F | 11 | Business | The system shall provide a web portal interface for supervisors and managers. | Mandatory | Yes | | | |
| GPS-F | 12 | Business | The system shall provide robust reporting capabilities with customizable, business-defined reports. | Mandatory | Yes | | | |
| GPS-F | 13 | Business | The system shall allow for the creation of ad-hoc reports. | Mandatory | Yes | | | |

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|-------|------|-------------------------|---|-----------|-----|--|--|--|--|
| GPS-F | 14 | Business | The system shall provide flexible report scheduling capabilities allowing staff to request various data attributes on a periodic basis. | Mandatory | Yes | | | | |
| GPS-F | 15 | Business | The system shall provide the ability to assign a driver to a vehicle. | Mandatory | Yes | | | | |
| GPS-F | 16 | Notifications | The system shall provide GPS unit tampering alerts. | Mandatory | Yes | | | | |
| GPS-F | 17 | Notifications | The system shall generate email and/or text message alerts in the event of GPS unit fault alerts. | Mandatory | Yes | | | | |
| GPS-F | 18 | Notifications | The system shall generate email and/or text message alerts in the event the GPS unit is disconnected. | Mandatory | Yes | | | | |
| GPS-F | 19 | Notifications | The system shall generate email and/or text message alerts for harsh events (hard stops, air bag deployment, fast starts, etc.). | Mandatory | Yes | | | | |
| GPS-F | 20 | Notifications | The system shall generate email and/or text message alerts upon engine fault codes with descriptions of faults. | Mandatory | Yes | | | | |
| GPS-F | 21 | Notifications | The system shall generate battery voltage email and/or text alerts when vehicle battery goes below a pre-specified voltage. | Mandatory | Yes | | | | |
| GPS-F | 22 | Notifications | The system shall generate email and/or text message alerts regarding driver habits on a business-defined schedule, but not limited to the following fields: | Mandatory | Yes | | | | |
| GPS-F | 22.1 | Notifications | The system shall generate email and/or text message engine idling alerts, when a vehicle has been idling for a pre-specified time period. | Mandatory | Yes | | | | |
| GPS-F | 22.2 | Notifications | The system shall generate email and/or text message geofencing alerts when a vehicle enters or exits a specified area set by business-defined boundaries. | Mandatory | Yes | | | | |
| GPS-F | 22.3 | Notifications | The system shall generate email and/or text message alerts regarding usage of driver safety features (e.g. seatbelt use). | Mandatory | Yes | | | | |
| GPS-F | 23 | Notifications | The system shall provide the ability to configure email and/or text message alert recipients based upon organization structure. | Mandatory | Yes | | | | |
| GPS-F | 24 | Tracking and Monitoring | The system shall visually display and label current vehicle state (idle/ignition on, stop/ignition off or moving/ignition on), location (within two meters of accuracy) and direction on a map for the vehicles selected. | Mandatory | Yes | | | | |
| GPS-F | 25 | Tracking and Monitoring | The system shall provide a breadcrumb trail for each selected vehicles historical route and time period on a map. | Mandatory | Yes | | | | |

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|-------|-------|-------------------------|---|-----------|-----|--|--|--|--|
| GPS-F | 26 | Tracking and Monitoring | The system shall provide the ability to visually display and label a group of vehicles based upon organizational structure or user supplied vehicle data on a map (e.g. filter/view by department, team, user-defined criteria). | Mandatory | Yes | | | | |
| GPS-F | 27 | Tracking and Monitoring | The system shall provide near real time (no more than one minute) visualization of vehicle data on a map. (For example, if a vehicle is observed driving through a parking lot, we should be able to view it driving through the parking lot on a map in near real time). | Mandatory | Yes | | | | |
| GPS-F | 28 | Tracking and Monitoring | The system shall provide location points on a map overlay, clearly depicting a route for the specified period of time (week, day, between selected period of time, etc.). | Mandatory | Yes | | | | |
| GPS-F | 29 | Tracking and Monitoring | The system shall provide the ability to add, update or delete points of interest, addresses or geofences on a map. | Mandatory | Yes | | | | |
| GPS-F | 30 | Tracking and Monitoring | The system shall provide the ability to select one or more assets based on business-defined asset criteria (inspection teams, disciplines, date ranges, geographical locations, specific addresses) for online tracking on a map. | Mandatory | Yes | | | | |
| GPS-F | 31 | Tracking and Monitoring | The system shall provide users with near real time engine and diagnostics data including but not limited to: | Desired | Yes | | | | |
| GPS-F | 31.1 | Tracking and Monitoring | The system shall provide vehicle temperature data. | Desired | Yes | | | | |
| GPS-F | 31.2 | Tracking and Monitoring | The system shall provide vehicle fuel level. | Desired | Yes | | | | |
| GPS-F | 31.3 | Tracking and Monitoring | The system shall provide vehicle odometer reading. | Desired | Yes | | | | |
| GPS-F | 31.4 | Tracking and Monitoring | The system shall provide vehicle fuel mileage. | Desired | Yes | | | | |
| GPS-F | 31.5 | Tracking and Monitoring | The system shall provide vehicle speed reading. | Desired | Yes | | | | |
| GPS-F | 32 | Reporting | The system shall provide a flexible report generator allowing staff to easily query the database by combinations of user-selected fields. | Mandatory | Yes | | | | |
| GPS-F | 33 | Reporting | The system shall provide a flexible report generator allowing staff to easily schedule repetitive reports to run at a specific day of month or day of week, time of day to produce reports for a specified time period that may be printed or downloaded by report recipient. | Mandatory | Yes | | | | |
| GPS-F | 34 | Reporting | The system shall provide the following standard vehicle based reports: | Mandatory | Yes | | | | |
| GPS-F | 34.01 | Reporting | Vehicle Inventory | Mandatory | Yes | | | | |
| GPS-F | 34.02 | Reporting | Vehicle Message Summary | Mandatory | Yes | | | | |
| GPS-F | 34.03 | Reporting | Vehicle Event Summary | Mandatory | Yes | | | | |

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|-------|-------|-----------|---|-----------|-----|--|--|--|--|
| GPS-F | 34.04 | Reporting | Vehicle Device Status | Mandatory | Yes | | | | |
| GPS-F | 34.05 | Reporting | Vehicle Stationary Vehicles | Mandatory | Yes | | | | |
| GPS-F | 34.06 | Reporting | Vehicle Trip Details | Mandatory | Yes | | | | |
| GPS-F | 34.07 | Reporting | Vehicle Geofence Entry/Exit Events | Mandatory | Yes | | | | |
| GPS-F | 34.08 | Reporting | Vehicle Device Disconnected Status | Mandatory | Yes | | | | |
| GPS-F | 34.09 | Reporting | Vehicle Start/End of Day | Mandatory | Yes | | | | |
| GPS-F | 34.10 | Reporting | Vehicle Ignition Activity | Mandatory | Yes | | | | |
| GPS-F | 34.11 | Reporting | Vehicle Idle Details | Mandatory | Yes | | | | |
| GPS-F | 34.12 | Reporting | Vehicle Mileage Details | Mandatory | Yes | | | | |
| GPS-F | 34.13 | Reporting | Vehicle Harsh Driving Events | Mandatory | Yes | | | | |
| GPS-F | 34.14 | Reporting | Vehicle Speed Violation Events | Mandatory | Yes | | | | |
| GPS-F | 34.15 | Reporting | Vehicle Stops | Mandatory | Yes | | | | |
| GPS-F | 34.16 | Reporting | Vehicle Idles | Mandatory | Yes | | | | |
| GPS-F | 34.17 | Reporting | Vehicle Trips | Mandatory | Yes | | | | |
| GPS-F | 34.18 | Reporting | Vehicle Scorecard | Mandatory | Yes | | | | |
| GPS-F | 34.19 | Reporting | Vehicle On-Site | Mandatory | Yes | | | | |
| GPS-F | 35 | Reporting | The system shall provide the following standard employee based reports: | Mandatory | Yes | | | | |
| GPS-F | 35.01 | Reporting | Employee Message Summary | Mandatory | Yes | | | | |
| GPS-F | 35.02 | Reporting | Employee Event Summary | Mandatory | Yes | | | | |
| GPS-F | 35.03 | Reporting | Employee Device Status | Mandatory | Yes | | | | |
| GPS-F | 35.04 | Reporting | Employee Stationary Vehicle | Mandatory | Yes | | | | |
| GPS-F | 35.05 | Reporting | Employee Trip Details | Mandatory | Yes | | | | |
| GPS-F | 35.06 | Reporting | Employee Geofence Entry/Exit Events | Mandatory | Yes | | | | |
| GPS-F | 35.07 | Reporting | Employee Device Disconnected Status | Mandatory | Yes | | | | |
| GPS-F | 35.08 | Reporting | Employee Start/End of Day | Mandatory | Yes | | | | |

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|-------|-------|-----------|---|-----------|-----|--|--|--|--|
| GPS-F | 35.09 | Reporting | Employee Ignition Activity | Mandatory | Yes | | | | |
| GPS-F | 35.10 | Reporting | Employee Idle Details | Mandatory | Yes | | | | |
| GPS-F | 35.11 | Reporting | Employee Mileage Details | Mandatory | Yes | | | | |
| GPS-F | 35.12 | Reporting | Employee Harsh Driving Events | Mandatory | Yes | | | | |
| GPS-F | 35.13 | Reporting | Employee Speed Violation Events | Mandatory | Yes | | | | |
| GPS-F | 35.14 | Reporting | Employee Stops | Mandatory | Yes | | | | |
| GPS-F | 35.15 | Reporting | Employee Idles | Mandatory | Yes | | | | |
| GPS-F | 35.16 | Reporting | Employee Trips | Mandatory | Yes | | | | |
| GPS-F | 35.17 | Reporting | Employee Scorecard | Mandatory | Yes | | | | |
| GPS-F | 35.18 | Reporting | Employee List | Mandatory | Yes | | | | |
| GPS-F | 36 | Reporting | The system shall provide Group, Division, Department and Fleet Based Data for Above Reports | Mandatory | Yes | | | | |
| GPS-F | 37 | Reporting | The system shall provide the ability to perform spreadsheet-based chart reporting from vehicle message and event data. | Mandatory | Yes | | | | |
| GPS-F | 38 | Reporting | The system shall provide vehicle or employee on-site reporting that includes but is not limited to: | Mandatory | Yes | | | | |
| GPS-F | 38.1 | Reporting | Latitude/Longitude data (x,y coordinates) | Mandatory | Yes | | | | |
| GPS-F | 38.2 | Reporting | Location Name | Mandatory | Yes | | | | |
| GPS-F | 38.3 | Reporting | Location Address | Mandatory | Yes | | | | |
| GPS-F | 38.4 | Reporting | Time of Visit | Mandatory | Yes | | | | |
| GPS-F | 38.5 | Reporting | Date of Visit | Mandatory | Yes | | | | |
| GPS-F | 38.6 | Reporting | Visit Duration | Mandatory | Yes | | | | |
| GPS-F | 39 | Reporting | The system shall provide the ability to export and/or print any report, search, schedules or tables into multiple formats including but not limited to: | Mandatory | Yes | | | | |
| GPS-F | 39.1 | Reporting | Microsoft Excel/CSV | Mandatory | Yes | | | | |
| GPS-F | 39.2 | Reporting | Adobe PDF | Mandatory | Yes | | | | |
| GPS-F | 39.3 | Reporting | HTML | Mandatory | Yes | | | | |

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|-------|------|-------------|---|-----------|-----|-----|--|--|--|
| GPS-F | 39.4 | Reporting | JPEG | Mandatory | Yes | | | | |
| GPS-F | 40 | Integration | The system shall provide the ability to integrate with other software applications such as a vehicle management system which controls the acquisition and disposition of vehicles | Mandatory | No | Yes | | | |

Non-Functional Requirements

| | | | | | | | | | |
|--------|----|---------------|--|-----------|-----|--|--|--|--|
| GPS-NF | 1 | Security | The system shall provide role based security for application and administrative functions. | Mandatory | Yes | | | | |
| GPS-NF | 2 | Security | The system shall provide the ability to assign multiple roles to a single user. | Mandatory | Yes | | | | |
| GPS-NF | 3 | Security | The system shall provide the ability to assign a vehicle across an organizational structure (e.g. to one of multiple departments and multiple divisions within the department) with access allowed by security role. | Mandatory | Yes | | | | |
| GPS-NF | 4 | Security | The system shall require strong passwords for application and administrative functions. | Mandatory | Yes | | | | |
| GPS-NF | 5 | Security | The system shall perform password aging to require password changes at a configured age. | Mandatory | Yes | | | | |
| GPS-NF | 6 | Security | The system shall perform automated logoffs after a configurable length of time with no activity. | Mandatory | Yes | | | | |
| GPS-NF | 7 | Audit Trail | The system shall provide an activity report of administrative user actions by role. | Mandatory | Yes | | | | |
| GPS-NF | 8 | Audit Trail | The system shall provide an activity report of application user actions. | Mandatory | Yes | | | | |
| GPS-NF | 9 | Data Currency | The system shall provide the ability to support internal, field and external users. | Mandatory | Yes | | | | |
| GPS-NF | 10 | Data Currency | The system shall provide the ability to support concurrent usage for reporting and online visualization. | Mandatory | Yes | | | | |
| GPS-NF | 11 | Data Currency | The system shall support up to 250 concurrent users viewing/researching/reporting vehicle activity. | Mandatory | Yes | | | | |
| GPS-NF | 12 | Data Currency | The system shall provide the ability to support access through current versions of Mozilla. | Desired | Yes | | | | |
| GPS-NF | 13 | Data Currency | The system shall provide the ability to support access through current versions of Google Chrome. | Mandatory | Yes | | | | |
| GPS-NF | 14 | Data Currency | The system shall provide the ability to support access through current versions of Apple Safari. | Desired | Yes | | | | |
| GPS-NF | 15 | Data Currency | The system shall provide the ability to support access through current versions of Microsoft Internet Explorer. | Mandatory | Yes | | | | |
| GPS-NF | 16 | Data Currency | The system shall provide the ability to support access through current versions of MicroSoft Edge. | Desired | Yes | | | | |

| | | | | | | | | | |
|--------|----|---------------------|--|-----------|-----|-----|--|--|--|
| GPS-NF | 17 | Reliability | The system shall provide the ability to recover from software failures . | Mandatory | Yes | | | | |
| GPS-NF | 18 | Reliability | The system shall provide the ability to verify entered data to see that they fall within an acceptable range. | Mandatory | No | Yes | | | Customization is accomplished using the SDK. |
| GPS-NF | 19 | Reliability | The system shall provide the ability to deliver accurate results. | Mandatory | Yes | | | | |
| GPS-NF | 20 | Reliability | The system shall provide the ability to implement application vendor fixes or patches to software faults. | Mandatory | Yes | | | | |
| GPS-NF | 21 | Reliability | The system shall deliver a software rate of occurrence of failure (ROCOF) below .01%. | Mandatory | Yes | | | | |
| GPS-NF | 22 | Reliability | The system shall deliver a probability of failure on demand (POFOD) below .01%. | Mandatory | Yes | | | | |
| GPS-NF | 23 | Planned Downtime | The system shall provide the ability to perform planned maintenance activities outside of normal business hours. | Mandatory | Yes | | | | |
| GPS-NF | 24 | Unplanned Downtime | The system shall be able to recover from unplanned downtime within one hour. | Mandatory | Yes | | | | |
| GPS-NF | 25 | Recovery | The system shall provide recovery for operations continuity. | Mandatory | Yes | | | | |
| GPS-NF | 26 | Recovery | The system shall provide the ability to recover all untransmitted location data. | Mandatory | Yes | | | | |
| GPS-NF | 27 | Recovery | The system shall provide a recovery point objective (RPO) that includes all untransmitted transactions. | Mandatory | Yes | | | | |
| GPS-NF | 28 | Recovery | The system shall provide a recovery time objective (RTO) of no more than two hours. | Mandatory | Yes | | | | |
| GPS-NF | 29 | Backup | The system shall perform backups on a daily basis. | Mandatory | Yes | | | | |
| GPS-NF | 30 | System Availability | The system shall be available as close to 24/7 as possible. | Mandatory | Yes | | | | |
| GPS-NF | 31 | System Availability | The system shall be able to perform in a high availability configuration. | Mandatory | Yes | | | | |
| GPS-NF | 32 | System Availability | The system shall perform to a written service level agreement. | Mandatory | Yes | | | | |
| GPS-NF | 33 | System Availability | The system shall provide a production environment. | Mandatory | Yes | | | | |
| GPS-NF | 34 | System Availability | The system shall provide a test environment. | Mandatory | Yes | | | | |
| GPS-NF | 35 | System Availability | The system shall provide a training environment. | Mandatory | Yes | | | | |

| | | | | | | | | | |
|--------|----|------------------|--|-----------|-----|-----|--|--|--|
| GPS-NF | 36 | System Usability | The system shall provide complete user documentation. | Mandatory | Yes | | | | |
| GPS-NF | 37 | System Usability | The system shall provide context sensitive online help. | Mandatory | Yes | | | | |
| GPS-NF | 38 | System Usability | The system shall provide explanations on how to achieve common tasks. | Mandatory | Yes | | | | |
| GPS-NF | 39 | System Usability | The system shall provide consistent user operability and interface elements. | Mandatory | Yes | | | | |
| GPS-NF | 40 | System Usability | The system shall provide error messages that explain how to recover from the error. | Mandatory | Yes | | | | |
| GPS-NF | 41 | System Usability | The system shall confirm actions that cannot be undone. | Mandatory | Yes | | | | |
| GPS-NF | 42 | System Usability | The system shall provide elements configurable by the user to meet specific user needs throughout the application solution. | Mandatory | Yes | | | | |
| GPS-NF | 43 | System Usability | The system shall be customizable to meet specific user needs if not available through configuration. | Mandatory | Yes | Yes | | | |
| GPS-NF | 44 | System Usability | The system shall be easy to learn and navigate. | Mandatory | Yes | | | | |
| GPS-NF | 45 | System Usability | The system shall provide consistent appropriate data formats (MMDDYYYY, \$9,999,999.99, (123)-456-7890 78283-9966) | Mandatory | Yes | | | | |
| GPS-NF | 46 | System Usability | The system shall present information in a simple natural and logical order. | Mandatory | Yes | | | | |
| GPS-NF | 47 | Volume | The system shall support at least 2,500 vehicles transmitting vehicle location data. | Mandatory | Yes | | | | |
| GPS-NF | 48 | Volume | The system shall provide the ability to serve 250 concurrent online users. | Mandatory | Yes | | | | |
| GPS-NF | 49 | Capacity | The system shall provide the ability to store a minimum of ten billion rows of transmitted data. | Mandatory | Yes | | | | |
| GPS-NF | 50 | Capacity | The system shall provide mechanisms to manage transmitted data in order to optimize concurrent historic online vehicle tracking and historic reporting requirements. | Mandatory | Yes | | | | |
| GPS-NF | 51 | Data Retention | The system shall provide the ability to configure data retention periods. | Mandatory | Yes | | | | |
| GPS-NF | 52 | Data Retention | The system shall provide the ability to configure data retention periods by transmission type. | Mandatory | Yes | | | | |
| GPS-NF | 53 | Data Retention | The system shall provide the ability to perform data removal based upon retention periods. | Mandatory | Yes | | | | |
| GPS-NF | 54 | Data Retention | The system shall provide the ability to perform multi approval records management deletion functionality. | Mandatory | No | Yes | | | |
| GPS-NF | 55 | Maintenance | The system shall have maintenance activities performed at scheduled times. | Mandatory | Yes | | | | |
| GPS-NF | 56 | Maintenance | The system shall have a mechanism to inform all users of scheduled maintenance activities. | Mandatory | Yes | | | | |

| | | | | | | | | | |
|--------|----|---------|--|-----------|-----|--|--|--|--|
| GPS-NF | 57 | Support | The application vendor shall provide support functions. | Mandatory | Yes | | | | |
| GPS-NF | 58 | Support | The application vendor shall provide software maintenance functions. | Mandatory | Yes | | | | |
| GPS-NF | 59 | Support | The application vendor shall provide phone support over extended business hours. | Mandatory | Yes | | | | |
| GPS-NF | 60 | Support | The application vendor shall provide online support. | Mandatory | Yes | | | | |
| GPS-NF | 61 | Support | The application vendor shall provide support based upon service criticality. | Mandatory | Yes | | | | |

Attachment B – Statement of Work
(attached as a separate document)

Geotab Global Positioning System Project

Statement of Work

Version .11 • Date November 21, 2019

E.J. Ward, Inc

SOW Document Change Control

| Version | Change Description | Author | Date |
|---------|---|-------------------|----------|
| 0.03 | Initial Draft | Josh Gentry | 9/23/19 |
| 0.04 | Format and Content | Jerry Powell | 10/14/19 |
| 0.05 | Format and Content | Jerry Powell | 10/15/19 |
| 0.06 | Format and Content | Jerry Powell | 10/22/19 |
| 0.07 | Format and Content | Jerry Powell | 10/23/19 |
| 0.08 | Standardized Pricing | Jerry Powell | 10/23/19 |
| 0.09 | Updated Unit/System testing sections and finalized payment Milestone table with revised retention schedule. | CoSA/EJ Ward | 11/12/19 |
| 0.10 | <p>Conducted following edits:</p> <ul style="list-style-type: none"> • Section 4.1.7 Service Level Agreement – Per Legal, revised paragraph 1 with their feedback. • Replaced “similar” with “equivalent” references – pages 6, 7 and 18. • Corrected RTM attachment sentence to refer attachment A in the agreement - pages 6 and 28. | CoSA | 11/15/19 |
| 0.11 | All changes were made to clarify the intent COSA and E.J. Ward have agreed upon. | Jennifer Guerrero | 11/21/19 |

Geotab Global Positioning System Project

SOW Signoff

Approval of this Statement of Work ("SOW") indicates an understanding of the purpose and content described in this Deliverable. By signing this SOW, each individual agrees work should be initiated on this project and necessary resources will be committed as described herein.

| Approver Name | Title | Signature | Date |
|----------------------|--|------------------|-------------|
| Michael Shannon | DSD Department Director - City of San Antonio | | |
| Jorge Perez | BESD Department Director - City of San Antonio | | |
| Craig Hopkins | Chief Information Officer, ITSD - City of San Antonio | | |
| Mike Wade | Director, Sales and Marketing - E.J. Ward, Inc. | <i>Mike Wade</i> | 11/27/19 |

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1. Project Background

The City of San Antonio (“City” or “COSA”) seeks to find a solution that will use Global Positioning System (“GPS”) location coordinates in a Geographic Information System (“GIS”) to map the near-real-time location of non-public safety vehicles in the fleet. The vehicle fleet is a diverse set of equipment that includes on- and off-road equipment such as vehicles, trucks, tractors, and utility vehicles using various fuel types. Other heavy and non-self-propelled fleet assets such as construction equipment and trailers may be added to the scope of service at a later date.

The City has many departments that provide services to citizens. Fleet asset counts within the City’s Capital Improvements, Solid Waste, Parks and Recreation, Development Services, and Health Departments represent large fleet users, but many departments have only a few to no fleet assets. The scope of this project involves fleet assets for approximately 320 vehicles used by the City’s Development Services Department (“DSD”) and Building and Equipment Services Department (“BESD”).

The City’s Information Technology Services Department (“ITSD”), DSD, and BESD are referred to collectively herein as “Stakeholders.” The City’s DSD Director, BESD Director, and Chief Information Officer are referred to collectively herein as “Sponsors.” Upon written notice to COSA and E.J. Ward, Inc., Sponsors, individually, may delegate any or all authority granted by this SOW to a designated representative.

2. Project Objectives

The City has requested a GPS with a GIS software interface to map the near-real-time location of non-public safety vehicles in its fleet. E.J. Ward, Inc. provides the City with a fuel management and telematics system for the City’s fleet. E.J. Ward, Inc. has a working relationship with Geotab Inc., a subcontractor to E.J. Ward, Inc. for this project, and its fleet management software (“Geotab”), allowing integration between Geotab and E.J. Ward, Inc.’s a fuel management and telematics system.

3. Project Execution Approach and Methodology

Project methodology will follow a standard approach:

- Initiation: clearly defined requirements agreed
- Planning and design: complete schedule
- Execution: installation of devices and website setup
- Validation: testing
- Closure

4. Project Scope

The new Geotab, or an equivalent system as approved by the City in its sole discretion, will provide the City with a near-real-time view of fleet vehicles with event monitoring. This project will:

1. Provide GPS device and service for 282 Development Services Department and 38 Building & Equipment Services Department vehicles, with possible increased rollout throughout the City at a later phase. This service refers to the initial hardware installation and maintenance/replacement as needed of the GPS units, the software (web portal) to be used by supervisors/management, the recurring (e.g. monthly) GPS/data service, and user training to be provided.

2. Provide an implementation schedule to cover hardware installation, any software configurations, solution customization, and training.
3. Provide near-real-time location reporting of tracked vehicle assets via a web portal.
4. Provide a management report module (dashboard) which can provide standard and customized statistics for high-level information regarding services and usage.
5. Comply with the detailed Requirements Traceability Matrix (Attachment A) (“RTM”).

4.1 In Scope

The scope of this engagement includes all activities required to support the Deliverables, including, but not limited to, the following: professional services, discovery or design workshops, project management, software installation, configuration, testing, training, knowledge transfer, and technical support. Anything that is included in the RTM or this SOW is considered in scope.

4.1.1 Professional Services

E.J. Ward, Inc. will perform and/or facilitate the following:

- Installation of three-hundred and twenty (320) GO9 or equivalent devices approved by the City in its sole discretion; minimum vehicle-count per day, location, and schedule of installations to be mutually agreed.
- Installation charges per vehicle, as indicated below in Section 5.12.7 of this SOW, may, in E.J. Ward, Inc.’s sole discretion, be charged to COSA despite actual installation as a result of any deviation from the agreed upon minimum vehicle-count per day.
- Configuration of installed devices in the Geotab GIS or equivalent software approved by the City in its sole discretion.
- Trouble shooting and maintenance on installed GO9 or equivalent devices approved by the City in its sole discretion
- Trouble shooting of GIS software
- Provide access to Geotab or other approved manufactures user manuals and training guides online
- Training to COSA staff through implementation and start-up of the project

The scope of this engagement includes activities required to support the Deliverables and activities described above, including:

1. Project and quality management
2. Software installation and base configuration
3. End user training
4. Technical support

4.1.2 Testing

E.J. Ward, Inc. shall perform unit, system, and User Acceptance testing for this project. Testing is further defined in Section 6 of this SOW.

4.1.3 Training

E.J. Ward, Inc. shall provide knowledge transfer sessions, train-the-trainer, administrative and end user training to COSA. Training is further defined in Section 7 of this SOW.

4.1.4 Reports

E.J. Ward, Inc. shall provide Geotab reports that meet RTM requirements to COSA, as requested.

4.1.5 Go-Live Technical Support and Warranty

E.J. Ward, Inc., through its partner Geotab, will assign a customer representative to the City beginning on the date the software and hardware are first available for use by the City's intended users ("**Go-Live**") and for ninety (90) days on the services and one (1) year on the hardware ("**Warranty**"). Upon expiration of each part of the Warranty, E.J. Ward, Inc. will thereafter provide ongoing technical support through its customer service center representatives, as further described in Article 13 of this SOW, for ongoing support. This ongoing technical support is included in the recurring costs listed in Article 12 of this SOW

4.1.6 System Security Plan

E.J. Ward, Inc. shall assist COSA in the development of the system security plan and, upon COSA's request, assist in security testing.

4.1.7 Service Level Agreement

E.J. Ward, Inc. provides SLA to the COSA prior to Go-Live. The SLA will be completed and signed at the earliest opportunity during the project. SLA is further defined in Section 14 of this SOW.

. Should it be determined that a discrepancy, or discrepancies, exist between the SOW and the RTM, COSA shall determine in its sole discretion which solution best meets the requirements. Any work associated with COSA's determination will thereby be considered 'in scope' of the project.

4.2 Out Of Scope

Out of Scope includes anything not included in the Agreement to which this SOW is attached and incorporated into (the "**Agreement**"), SOW, or RTM. This may change based on meetings when additional functionality is identified. Any future changes or additional functionality will result in a Change Request with potential additional costs.

5. Project Management

5.1 E.J. Ward, Inc. Project Manager Responsibilities

The E.J. Ward, Inc. Project Manager is the City's primary point of contact for this engagement. In addition to the responsibilities designated by Section 6.1 of the Agreement, the E.J. Ward, Inc. Project Manager shall also be accountable for ensuring resource availability, managing communications across Project Teams, monitoring project progress against the project timeline, and ensuring that the work Deliverables are appropriately developed based on the scope and requirements of the project.

The E.J. Ward, Inc. Project Manager and E.J. Ward, Inc. Project Team shall support overall project objectives and work effectively with the COSA Project Manager, COSA Project Team, and Stakeholders (as required) and shall function as the liaison between the City's Project Manager and E.J. Ward, Inc. on all matters relating to the project.

E.J. Ward, Inc. shall be solely responsible to coordinate its work to meet the requirements and timeline of the project. The E.J. Ward, Inc. Project Manager shall notify COSA of all conflicts and threats of conflicts that cannot be accommodated through proper coordination of the project so that remedial steps, if any, may be mutually agreed to and implemented by the parties.

5.2 E.J. Ward, Inc. Project Team

E.J. Ward, Inc. will make available the necessary technical, business, testing, and training personnel to support all phases of the project (“E.J. Ward, Inc. Project Team”).

E.J. Ward, Inc. Project Team shall include, but not be limited to, the following:

| Role | Name | Email | Phone |
|------------------|---------------|--|-------------------|
| Project Manager | Joshua Gentry | jgentry@ejward.com | 210.824.7383 x139 |
| Lead Technician | Chad Foreback | cforeback@ejward.com | 210.824.7383 x109 |
| Software Analyst | Adam Wilson | awilson@ejward.com | 210.824.7383 x140 |
| Geotab Analyst | Daniel Zdarko | danielzdarko@geotab.com | 702.423.7142 |

If E.J. Ward, Inc. employees are located on-site, E.J. Ward, Inc. shall provide its own hardware, computer equipment, and software to fully satisfy all operational requirements of the project.

5.3 COSA Project Manager Responsibilities

COSA will designate a COSA Project Manager, responsible for all E.J. Ward, Inc. coordination activities. In addition to the responsibilities designated by Section 6.2 of the Agreement, the COSA Project Manager shall work with E.J. Ward, Inc. to provide all necessary information required for satisfactory performance of all project tasks. The COSA Project Manager will give direction to and receive all communication from E.J. Ward, Inc. .

Project meetings will be scheduled on a regular basis and will serve as a means of identifying emerging issues and reporting on progress. The COSA Project Manager and COSA Project Team, as identified below in Section 5.4 of this SOW, will be responsible for contributing to and reviewing weekly progress reports, reporting project issues, and contributing to updates of the project plan and schedule.

The COSA Project Manager will be responsible for ensuring that all discovery, discussion, workshop, and training sessions are attended by the necessary COSA Project Team members, as scheduled. COSA, if required, will provide necessary access to the E.J. Ward, Inc. personnel working on this project, including remote privileges and network and systems access. E.J. Ward, Inc. agrees to follow all applicable COSA policies and/or guidelines for appropriate use of COSA infrastructure (Ex: internet, network, etc.).

COSA will provide the following in support of E.J. Ward, Inc. system implementation:

1. Access to IT staff to support the implementation
2. Access to business staff for configuration testing
3. Timely approval of technical design
4. Review and approval of system tests
5. Assistance in scheduling staff for testing and training
6. Access to Workspace if required

COSA will schedule and perform User Acceptance Testing.

5.4 COSA Project Team

COSA will make available the necessary technical, business, testing, and training personnel to support all phases of the project (“**COSA Project Team**”).

The COSA Project Team shall include, but not be limited to, the following:

| Role | Name | Email | Phone |
|---|---------------------|--|--------------|
| Project Manager | Ray Vilca | Raymundo.Vilca@sanantonio.gov | 210-207-5005 |
| Business Analyst | Jerry Powell | jpowell@sanantonio.gov | 210-207-0524 |
| Fleet Representative | Ruben Flores | Ruben.A.Flores@sanantonio.gov | 210-207-1463 |
| DSD Representative | Jorge Manzano | Jorge.Manzano@sanantonio.gov | 210-207-0345 |
| BESD Representative | Alexander Martinez | Alexander.Martinez2@sanantonio.gov | 210-207-5635 |
| DSD Subject Matter Expert - Inspections | Michael Constantino | Michael.Constantino@sanantonio.gov | 210-207-0159 |
| DSD Subject Matter Expert - Code | Michael Uresti | Michael.Uresti@sanantonio.gov | 210-207-0155 |
| BESD Subject Matter Expert | Ryan Sauter | Ryan.Sauter@sanantonio.gov | 210-207-5600 |
| DSD Application Administrator | Andrew Guzman | Andrew.Guzman@sanantonio.gov | 210-207-0525 |
| BESD Application Administrator | Luis Cardona | Luis.Cardona@sanantonio.gov | 210-207-5644 |

5.5 Project Kickoff Meeting

This project will begin with an onsite kickoff meeting on a date mutually agree on by the parties and specified in writing (“**Kickoff**”). The project Kickoff shall be designed to introduce the Project Teams, review project responsibilities, review the project schedule and provide a foundation for communications and collaboration. The meeting agenda will be set by E.J. Ward, Inc., and approved by the COSA. E.J. Ward, Inc. shall submit a draft agenda to COSA at time of notification of the meeting, at least one week prior to kick-off meeting date. Status meeting communication methods, templates, agendas and call schedules are also discussed and agreed upon during the project Kickoff meeting. E.J. Ward, Inc. shall coordinate with COSA for the scheduling of the Kickoff meeting after issuance of contract award.

5.6 Discovery Workshops or Design Sessions

E.J. Ward, Inc. will set up discovery working and design sessions to discuss project requirements and the City’s vision of the project outcomes and to understand project challenges and opportunities. These sessions are intended to clarify the goals of the project and establish the foundation for E.J. Ward, Inc. to develop project Deliverables that meet client expectations. E.J. Ward, Inc. shall schedule the first session to be held as part of Project Kickoff.

5.7 Project Status Reporting Meeting

The E.J. Ward, Inc. Project Manager and COSA Project Manager will agree on a template in order to provide project status to the project sponsorship. Project status meetings will be held on a regular

basis, as scheduled, and agreed upon. This will ensure that all project staff is up to date on the current project status, possible issues, risks, accomplishments, challenges and planned activities in the coming weeks. The Project Team attends this meeting along with various staff from both teams who are involved in that week's activities. This meeting generally lasts no longer than an hour. E.J. Ward, Inc. Project Manager and COSA's Project Manager are responsible to set this meeting. Meeting minutes for review and approval after each status meeting will be distributed.

Project status meetings shall be used to:

1. Discuss and review status of Action Items from previous meetings.
2. Review items of significance that could affect project progress.
3. Include topics for discussion as appropriate to the status of the project.
4. Review the project schedule for progress since the last meeting.
5. Determine where each activity is in relation to the project schedule, whether on time, ahead or behind schedule.
6. Determine how activities behind schedule will be expedited and secure commitments from parties involved.
7. Discuss whether scheduled revisions are required to ensure that current and subsequent activities will be completed within the project schedule.

5.8 Project Status Reports

E.J. Ward, Inc. will prepare and deliver a Project Status Report that will include, but is not limited to, updates to risks, issues, status of current activities and any project-related items. The Project Status Report will also include a current status of the project schedule including the percentage of work completed, a description of the progress achieved during the period, plans for the forthcoming period, problem areas and proposed solutions, delaying factors and their impacts, an explanation of corrective actions taken or proposed, and other analyses necessary to compare actual performance with planned performance.

5.9 Project Management Plan (PMP) Documentation

Within ten (10) business days after execution of the project Kickoff, a Project Management Plan ("PMP") will be reviewed by the COSA project management team. The PMP fully describes the project and risk requirements for executing the work planned for each phase of the project. It provides a comprehensive plan for assisting COSA to control, direct, coordinate, and evaluates the work performed during each project task. Within ten (10) business days after receiving the Draft PMP, COSA will hold review sessions providing feedback to E.J. Ward, Inc.

At a minimum, the PMP shall include the following:

1. Project Characteristics (described in general terms that reflect the requirements of COSA)
2. Change Management Plan
3. Communication Management Plan
4. Risk Management Plan
5. Work Breakdown Structure
6. Dependency Network Diagram
7. Project Schedule
8. Project Organization

5.10 Communications Management

5.10.1 Approach

This Communications Management Plan sets the communications framework for this project. It will serve as a guide for communications throughout the life of the project. The E.J. Ward, Inc. and COSA Project Managers will ensure effective communications on this project. The communications requirements are documented below in the Communications Matrix table in Section 5.10.3 of this SOW. The Communications Matrix will be used as the guide for what information to communicate, who is to do the communicating, when to communicate it and to whom to communicate.

5.10.2 Constraints

All project communication activities will occur within the project's approved budget, schedule, and resource allocations. The E.J. Ward, Inc. Project Manager and COSA Project Manager are responsible for ensuring that communication activities are performed by the Project Teams and without external resources which will result in exceeding the authorized budget. Communication activities should occur as detailed in the Communication Matrix.

5.10.3 Methods and Technologies

The City's ITSD maintains a SharePoint platform within the Project Management Office and Innotas software which all projects use to provide updates, archive various reports, and conduct project communications. The COSA Project Manager shall update the Share Point and Innotas software respectively to post the project data at all times. This platform enables senior COSA management, as well as Stakeholders with compatible technology, to access project data and communications at any point in time. SharePoint and Innotas Software also provide the ability for the Project Teams and Stakeholders to collaborate on project work and communication. For any Stakeholders who do not have the ability to access SharePoint and Innotas software, separate documentation will be sent via email.

| What? | When? | How? | Who? |
|-------------------------|-----------------------------|---------------------------|-------------------------------|
| Kick Off Meeting | At project initiation | WebEx and/or face-to face | E.J. Ward, Inc. and COSA team |
| Team Meeting | Weekly | WebEx and/or face-to face | E.J. Ward, Inc. and COSA team |
| Bi-Weekly Status Report | Bi-Weekly (every two weeks) | WebEx and/or face-to face | E.J. Ward, Inc. and COSA team |
| Project Meetings | As required | WebEx and/or face-to face | E.J. Ward, Inc. and COSA team |

Communications Matrix

E.J. Ward, Inc. and COSA will coordinate on the required attendees for each meeting based on the topic and decisions. E.J. Ward, Inc. and COSA will work together to ensure that each meeting will

include topics/agenda to be discussed and desired outcomes.

5.10.4 Escalation Process

Efficient and timely communication is the key to successful project completion. As such, it is imperative that any disputes, conflicts, or discrepancies regarding project communications are resolved in a way that is conducive to maintaining the project schedule, ensuring the correct communications are distributed, and preventing any ongoing difficulties.

In order to ensure projects stay on schedule and issues are resolved, the Project Teams will use this standard escalation model to provide a framework for escalating communication issues. The table below defines the priority levels, decision authorities, and timeframes for resolution.

| Priority | Definition | Decision Authority | Timeframe for Resolution |
|----------|--|----------------------|---|
| 1 | Major impact to project or business operations. If not resolved quickly there will be a significant adverse impact to budget and/or schedule. | Project Sponsors | Within 4 hours |
| 2 | Medium impact to project or business operations which may result in some adverse impact to budget and/or schedule. | Project Sponsors | Within one business day |
| 3 | Minor impact which may cause some minor scheduling difficulties with the project but no impact to scope, schedule, or budget. | COSA Project Manager | Within two business days |
| 4 | Insignificant impact to project but there may be a better solution. | COSA Project Manager | Work continues and any recommendations are submitted via the project change control process |

5.11 Risk Management

5.11.1 Approach

Project risks are characteristics, circumstances, or features of the project environment that may have an adverse effect on the project or the quality of its Deliverables. Known project risks identified have been included below. A mutually agreed upon plan, as further described below, will be put into place to mitigate the impact of each risk to the project.

1. Current process as-is documentation details not enough to understand differences in software future state.
2. The gap analysis may identify additional functionality not represented in the RTM, causing an increase in scope and/or budget.
3. Test plans not detailed enough to handle all business needs.
4. Equipment needed to run the software is not identified or available at the City.
5. The City staff availability for UAT.
6. The City staff availability for training.
7. The City organizational change management not thorough enough to gain acceptance of

new software.

The purpose of the Risk Management Plan is to establish the framework in which the Project Teams will identify additional risks and develop strategies to mitigate or avoid those risks. The approach taken to identify risks includes a methodical process by which the Project Teams identifies, scores, and ranks the various risks.

At the appropriate time in the project schedule, prior to when the risk is most likely to occur, the COSA Project Manager shall assign a “**Risk Owner**” to each risk to ensure adherence to the agreed upon mitigation strategy. Each Risk Owner is responsible for tracking, providing status, and managing the risk to resolution.

5.11.2 Qualification and Prioritization

In order to determine the severity of the risks identified, a probability and impact factor will be assigned to each risk. This process allows the COSA Project Manager to prioritize risks based upon the effect or risk exposure they may have on the project.

| | | Impact of Risk | | | | |
|-------------------------------|----------|------------------|---|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 |
| Probability of Risk Occurring | 1 | 1 | 2 | 3 | 4 | 5 |
| | 2 | 2 | 4 | 6 | 8 | 10 |
| | 3 | 3 | 6 | 9 | 12 | 15 |
| | 4 | 4 | 8 | 12 | 16 | 20 |
| | 5 | 5 | 10 | 15 | 20 | 25 |
| | G | LOW Risk | The Risk Exposure in the matrix is determined by multiplying the Impact of the Risk x Probability that the risk will occur | | | |
| | Y | MED Risk | | | | |
| | R | HIGH Risk | | | | |

5.11.3 Risk Monitoring

The most likely and greatest impact risks should be added to the Risk Log, as defined below in Section 5.11.5 of this SOW, and project plan to ensure that they are monitored during the time the project is exposed to each risk.

Risk monitoring is a continuous process throughout the life of this project. As risks approach on the project schedule the COSA Project Manager will ensure that the appropriate Risk Owner provides the necessary status updates, which include the risk status, identification of trigger conditions, and the documentation of the results of the risk response.

5.11.4 Risk Mitigation and Avoidance

The most likely and highest impact risks should also be added to the project schedule to ensure that assigned Risk Owners take the necessary steps to implement the mitigation response at the appropriate time during the schedule. As more risks are identified, they will be qualified and the Project Teams will develop avoidance and/or mitigation strategies.

The risks for this project will be managed and controlled within the constraints of time, scope, and cost. All identified risks will be evaluated in order to determine how they affect this triple constraint. The COSA Project Manager will determine in his/her sole discretion the best way to respond to each risk to ensure compliance with these constraints.

5.11.5 Risk Log

The “**Risk Log**” for this project is a log of all identified risks, their probability and impact to the

project, the category they belong to, mitigation strategy, and when the risk will occur. The Risk Log also contains the mitigation strategy for each risk as well as when the risk is likely to occur.

| No | Project | Risk Statement | Negative Impact | Status (Open / Closed) | Probability (1-5) | Impact (1-5) | Risk Exposure | Risk Mitigation Action | Date Identified | Assigned To |
|----|------------|---|--|------------------------|-------------------|--------------|---------------|---|-----------------|-----------------------------------|
| 1 | FASTER Web | Current hardware/software configuration may not meet vendor minimum requirements for the software upgrade | If hardware/software upgrades are required, will affect schedule and budget | Open | 3 | 5 | 15 | Need to conduct hardware/software review to determine if upgrades are required | 09/04/18 | IT, BESD, SAFD |
| 2 | FASTER Web | Handheld hardware requirements not identified (scanners, tablets, phones) | If handheld hardware is required, may affect schedule and budget | Open | 3 | 4 | 12 | Need to identify handheld needs, cost and timeline | 09/04/18 | IT, BESD, SAFD |
| 3 | FASTER Web | Vendor SOW costs exceed current budget | If activities and budget cannot be reconciled, will not be able to complete required vendor activities without additional budget | Open | 5 | 3 | 15 | Need to review vendor SOW to determine if all activities identified are required and at the best possible price | 09/04/18 | PM, BESD |
| 4 | FASTER Web | Full-time System Administrator(s) not identified and assigned | If not identified, will not have key SME(s) to support the system | Open | 5 | 5 | 25 | Need to identify full-time System Administrator(s) ASAP | 09/04/18 | BESD, SAFD |
| 5 | FASTER Web | Training needs are extensive and exceed SOW costs | If minimum training requirements not met, will not be able to conduct successful Production deployment | Open | 5 | 5 | 25 | Will use 'train the trainer' method to complete additional training needs | 09/04/18 | BA, BESD, SAFD, Training Dept (?) |
| 6 | FASTER Web | Production data migration mappings not confirmed | If not confirmed, data may not be migrated as expected | Open | 2 | 5 | 10 | Review data mappings to confirm all required Production data will be migrated | 09/04/18 | BA, BESD, SAFD |

5.12 Scope and Change Control

5.12.1 Scope Verification

Scope Verification within this document refers to the management of Deliverables identified as the scope of the project. Scope Verification is the responsibility of the Project Teams. The original scope for this project is defined by this SOW. The COSA Project Manager will oversee the Project Teams and the progression of the project to ensure that this scope control process is followed.

As this project progresses the COSA Project Manager and COSA Project Team will verify project Deliverables against the latest approved scope and the acceptance criteria for that Deliverable. Once verified that a Deliverable meets the scope and acceptance criteria, the COSA Project Manager and Sponsors will meet for review and formal acceptance of the Deliverable. The COSA Project Manager will present the Deliverable acceptance criteria and the Sponsors will accept the Deliverable via email or document signature.

5.12.2 Roles and Responsibilities for Scope Control

The COSA Project Manager, Sponsors, and COSA Project Team will all play key roles in managing the scope of this project. The table below defines the roles and responsibilities for the scope management of this project.

| Role | Responsibilities |
|-----------------|--|
| Project Manager | <ul style="list-style-type: none"> Approve or deny scope Change Requests that have minimal project impacts to schedule, budget and/or scope Facilitate scope Change Requests Evaluate impact of scope Change Requests Organize and facilitate change control meetings Communicate outcomes of scope Change Requests |
| Sponsors | <ul style="list-style-type: none"> Approve or deny scope Change Requests Evaluate need for scope Change Requests Review and accept/deny project Deliverables |

| Role | Responsibilities |
|---|---|
| COSA Project Team, Subject Matter Expert(s) | <ul style="list-style-type: none"> • Participate in defining change resolutions • Evaluate the need for scope changes and communicate them to the COSA Project Manager, as necessary • Update project documents upon approval of all scope changes |

5.12.3 Definitions of Change

There are several types of changes:

- **Schedule Changes** – changes which will impact the approved project schedule. These changes usually require re-baselining the schedule, depending on the significance of the impact.
- **Budget Changes** – changes which will impact the approved project budget. These changes may require additional funding and/or releasing funding no longer required.
- **Scope Changes** – changes which will impact the project’s scope and are typically the result of adding or removing requirements which were not initially planned for. These changes may also impact the budget and schedule.

COSA may request scope changes in or additions to the services being provided hereunder by completing a Change Control Approval Request Form. If E.J. Ward, Inc. deems the changes feasible, E.J. Ward, Inc. will provide a quote for any increase or decrease in the cost of or time required for performance of the Services as amended. Once parties agree to the modified scope and related fees, a representative of each party will sign the Change Control Approval Request Form.

If the Change Request is approved, the process of which is further described below, each Project Manager will communicate the change to their respective Project Teams and Stakeholders and initiate update of the relevant project documents. If the Change Request is NOT approved, no further action is required.

5.12.4 Roles and Responsibilities for Change

The following are the roles and responsibilities for all change management efforts related to the project:

| Role | Responsibilities |
|----------------------|--|
| Change Control Board | <ul style="list-style-type: none"> • Review and approve/deny Change Requests to budgets, schedules, and/or project Deliverables |
| COSA Project Manager | <ul style="list-style-type: none"> • Receive and log all Change Requests received • Work directly with vendors, appropriate ITSD technical resources and client SMEs to collect information needed to estimate and complete the request • Submit official Change Requests to CCB • Maintain Change Request Log • Approve/deny changes to scope, cost, and/or schedule • Update the CCB as needed |

| | |
|-------------------|---|
| COSA Project Team | <ul style="list-style-type: none"> • Propose Change Requests to COSA Project Manager based on project needs • Provide all applicable information and detail on Change Request forms • Be prepared to address questions regarding any submitted Change Requests • Provide feedback as necessary on impact of proposed changes • Provide input to CCB for Change Requests pending approval as needed / requested |
|-------------------|---|

5.12.5 Change Control Process

Proposed changes are initiated with a Change Request. The resulting Change Control process, as further described below, will ensure that all proposed changes are defined, reviewed and agreed upon so they can be properly implemented and communicated to Stakeholders. All changes will be analyzed and evaluated for impact on:

- Timeline, including impact to other work, Deliverables, and/or Milestones
- Budgets
- Resource assignments and availability
- Technical architecture, application design and/or technical requirements
- Meeting client requirements and expectations
- Risks including any additional risks added or mitigated by the proposed change

5.12.6 Change Control Board

The Change Control Board (“**CCB**”) is the approval authority for all proposed scope Change Requests. The purpose of the CCB is to review scope Change Requests; review impacts on the project risk, scope, cost, and schedule; and to unanimously approve or deny each Change Request. The CCB is comprised of the Sponsors and designated Stakeholders.

5.12.7 Changes and Thresholds

If a change is necessary, the COSA Project Manager and COSA Project Team will review and evaluate the proposed change. The review and evaluation must identify which tasks are impacted; potential variance(s) in the project scope, schedule, and resources resulting from the change; and any alternative and resolution activities that may be employed to reduce the potential variance(s). If, after the review and evaluation is complete, the COSA Project Manager determines in his/her sole discretion that any change will exceed the established boundary conditions, then a schedule Change Request must be submitted. A change will exceed the established boundary conditions if either of the two following conditions is true:

- The change is estimated to increase the duration of an individual work package by 10% or more.
- The change is estimated to increase the duration of the overall baseline schedule or Deliverable.

When an agreement has been reached regarding the number of days to be included in an overall time extension or an extension to an intermediate Milestone, the COSA Project Manager will take the Change Request to the CCB. Upon the CCB approval, the revised project schedule with the

extensions will become the basis for any future approved changes.

The E.J. Ward, Inc. Project Manager shall incorporate activities representing the total value of approved Change Requests as each is approved. Change Request activities shall be assigned unique activity codes such that they can be segregated in the project schedule.

5.12.8 Pricing for Additional Services and Hardware

COSA may elect, in its sole discretion, to scale up any hardware or services in accordance with the following pricing:

| Per Vehicle Pricing - Future Vehicles | GPS Device | GPS Installation | Annual Recurring Data |
|---------------------------------------|------------|------------------|-----------------------|
| Year 1 | \$110.40 | \$100.00 | \$228.00 |
| Year 2 | \$110.40 | \$100.00 | \$228.00 |
| Year 3 | \$113.71 | \$103.00 | \$234.84 |
| Year 4 | \$117.12 | \$106.09 | \$241.80 |
| Year 5 | \$120.63 | \$109.27 | \$249.00 |

The decision to scale up any hardware or services may result in a Change Request and the change control process described above in this Section 5.12.

5.13 Work Breakdown Structure and Schedule

5.13.1 Schedule Management Approach

The E.J. Ward, Inc. Project Manager is responsible for scheduling all activities required to support the Deliverables, unless otherwise stated in this SOW. E.J. Ward, Inc. management personnel shall actively participate in the development of the project schedule so that the intended sequences and procedures are clearly understood by E.J. Ward, Inc. The COSA Project Manager will review and approve the final tasks that appear in the E.J. Ward, Inc. project schedule.

Project schedules are created using MS Project (or equivalent software) starting with the Deliverables and Milestones identified in the project's Work Breakdown Structure ("WBS"). Activity definition identifies the specific work packages which must be performed to complete each Deliverable and Milestone. Activity sequencing is used to determine the order of work packages and assign relationships between project activities. Activity duration estimating is used to calculate the number of work periods required to complete work packages. Resource estimating is used to assign resources to work packages in order to complete schedule development.

The project schedule shall identify detailed activities, scheduling, and show relationships between activities and similar Milestone activities. Once a preliminary schedule has been developed, it is reviewed by the Project Teams. The Project Teams must agree to the proposed work package assignments, durations, and schedule. Once this is achieved the COSA Project Manager will baseline the schedule.

5.13.2 Schedule Control

The project schedule is reviewed and updated as necessary on a weekly basis with actual start, actual finish, and completion percentages. The COSA Project Manager is responsible for holding weekly schedule updates/reviews, determining impacts of schedule variances, processing schedule changes and reporting schedule status in accordance with the project’s communications plan.

The Project Teams are responsible for participating in weekly schedule updates/reviews, communicating any changes to actual start/finish dates to the Project Managers and participating in schedule variance resolution activities as needed.

6. Testing

A well-defined risk based testing approach is a mandatory part of any COSA project. At a minimum the following testing levels will be performed as a part of this project.

6.1 Unit Testing

Definition: Testing of individual hardware or software components, modules, or units.

| Level | Owner | Objectives | Typical Key areas of Testing | Environment |
|-----------|----------------------------|--|---|-------------|
| Unit Test | E.J. Ward, Inc. Technician | Ensure that device is installed and operating correctly in the vehicle | Verify that 320 GPS devices are communicating with Geotab server by viewing website and installed device. | Test |

| Unit Testing Roles and Responsibilities | Vendor | City |
|---|--------|------|
| Unit Testing | L | A |
| Documentation of test results | L | A |

6.2 System Testing

Definition: A formal testing conducted on a complete integrated system to evaluate the system’s compliance with its specified functional and technical requirements. This testing is conducted before moving into formal UAT testing for business operational readiness and acceptance. System testing verifies that functional and non-functional requirements have been met and all business rules, Geo Fences, and reports are setup and working as expected. Load and performance testing are subsets of system testing. All critical and high defects shall be fixed prior to User Acceptance Testing. E.J. Ward, Inc. shall provide a written System test completion certification to COSA, certifying that no critical or high issues exist. This System test completion certification along with a demo of core functionalities in COSA test environment is mandatory to move into User Acceptance Testing.

| Level | Owner | Objectives | Typical Key areas of Testing | Environment |
|--------|-----------------|--------------------------|------------------------------|-------------|
| System | E.J. Ward, Inc. | 320 GPS devices - Ensure | Review website | Test |

| Level | Owner | Objectives | Typical Key areas of Testing | Environment |
|--------|---------------------------------|--|------------------------------|-------------|
| | | Geotab website delivers requirements. | and compare to RTM. | |
| System | E.J. Ward, Inc. | Setup and configure: Geofence(s) Report(s) Business Rule(s) | Review website | Test |
| System | Geotab | Setup and configure: ESRI based Geofences develop report definitions develop business rules | Review website | Test |
| System | E.J. Ward, Inc. Implementat ion | Batch loading of all Employees and Drivers | Review website | Test |

| System Testing Roles and Responsibilities | Vendor | City |
|---|--------|-------|
| Develop System Test Plan | L | R,A,S |
| Testing scripts | L | R,A,S |
| Test schedule | L | R,A,S |
| Documentation of test results | L | R,S,A |
| System Test Completion Certificate | L | R,S,A |

6.3 User Acceptance Testing

The City creates and conducts User Acceptance Testing (“UAT”) in coordination with E.J. Ward, Inc.’s technical support and end users. The E.J. Ward, Inc. shall provide any test scripts used for UAT so that COSA can review and customize these to conduct our UAT. A formal UAT shall be conducted by the City’s business end user to determine acceptance of the system for operational use. E.J. Ward, Inc. shall support the UAT and fix any defects found during the testing. Upon completion, E.J. Ward, Inc. shall provide a written UAT completion certification to COSA, certifying that no critical or high issues exist. This UAT completion certification is mandatory to move the implementation into production.

| Level | Owner | Objectives | Typical Key areas of Testing | Environment |
|------------|--|--|--|-------------|
| Acceptance | Business End Users (Vendor, COSA ITSD, and COSA Business Users) | Demonstrate readiness for end user business deployment. UAT verifies that delivered system meets business user's requirements and system is ready for operational use in real time. | End user operational business processes, workflows and functionality and functional requirements | Production |

| UAT Roles and Responsibilities | Vendor | City |
|--------------------------------|--------|-------|
| Develop UAT Test Plan | S | L,R,A |

| | | |
|---|---|-------|
| Test scripts | S | L,R,A |
| Test schedule | S | L,R,A |
| Documentation of test results | S | L,R,A |
| User Acceptance Test Completion Certificate | S | L,R,A |

6.4 Test Plan, Test Cases and Test Scripts

E.J. Ward, Inc. shall provide any applicable test plans, test cases, and test scripts to COSA for review in accordance with the project plan.

6.5 Test Coverage, Defect, and Resolution Logs

E.J. Ward, Inc. shall maintain test coverage, defect, and resolution logs and provide such logs to COSA in accordance with the project plan.

7. Training

E.J. Ward, Inc. will provide software training that will consist of web based sessions. One (1) live session will be performed, which may be recorded and used by the City for follow up training needs. E.J. Ward, Inc. shall review the training material with COSA prior to the start of the actual training.

| On-site Training Courses | Quantity | Number of Students per Course | Number of Days per Course |
|--------------------------------------|----------|-------------------------------|---------------------------|
| Geotab Admin Training | 1 | 5 | .5 |
| Train the Trainer – End User website | 1 | 9 | .5 |

| Training Roles and Responsibilities | Vendor | City |
|---|--------|------|
| Training Plan | L | R,A |
| Training Material Development | L | R |
| Training Material Review | L | R |
| Distribution and Printing of Training Material to all end users | S | L |
| Training | L | S |

8. Configuration Management

All software is cloud, web-based.

9. Project Deliverables and Milestones

9.1 Deliverable Ownership

The following table identifies the roles and responsibilities associated with documentation and delivery of required Deliverables services. The table attempts to define the lead role, but it is expected that both E.J. Ward, Inc. and the COSA will work collaboratively to develop the documentation. An “L” Lead (develop core document), “R” Review, “S” Support, or “A” Approve is placed in the column under the party that will be responsible for performing the task.

| Deliverables | | Vendor | City |
|--------------|--|--------|-------|
| 1. | Project Kick-Off – Technical Memorandum | L | A |
| 2. | Project Management Plan – Project Characteristics | L | S |
| 3. | Project Management Plan –Directory of E.J. Ward, Inc. team contact | L | A |
| 4. | Requirements Traceability Matrix | L | S |
| 5. | Training Plan, and System Training Material | L | A |
| 6. | Weekly Progress Report – Meeting Minutes | L | R |
| 7. | Project Management Plan – Project Schedule | L | S |
| 8. | Project Management Plan – Communication Plan | L | S |
| 9. | Project Management Plan – Risk Management Plan | L | S |
| 10. | Weekly Progress Report – Risk and Issues Logs | L | S |
| 11. | Deliver 320 Geotab devices | L | R |
| 12. | Deliver device installation and configuration documentation | L | R |
| 13. | Install and Unit Test 320 Devices | L | A |
| 14. | System Testing | L | A |
| 15. | User Acceptance Testing Plans and Schedule | S | L |
| 16. | User Acceptance Test Completion Certificate | S | L |
| 17. | User Acceptance Testing Scripts | S | L |
| 18. | To-Be Process Documentation and report | L | S |
| 19. | As-Is Process Documentation | R | L |
| 20. | System Security Plan and Risk Assessment | S | L |
| 21. | Project Management Plan – Work Breakdown Structure | L | S |
| 22. | Project Acceptance and Closure | L | A |
| 23. | Service Level Agreement | L | A |
| 24. | Project Management Plan – Project Organization | L | A |
| 25. | Monthly Progress Reports – Narrative Report | L | A |
| 26. | Monthly Progress Reports – Progress Schedule | L | A |
| 27. | System Test Plan and Schedule | L | R,S,A |
| 28. | System Test Completion certificate | L | R,S,A |
| 29. | System Test Scripts | L | R,S,A |
| 30. | Documentation of test results defect and issue logs | L | R,S,A |
| 31. | Training Plan | L | R,A |
| 32. | Training Material | L | R |
| 33. | Distribution and Printing of Training Material to all end users | S | L |

| Deliverables | | Vendor | City |
|--------------|-------------------------------------|--------|------|
| 34. | Admin and Train the Trainer Session | L | S |
| 35 | Train all users | S | L |
| 36. | Post Go-Live Support | L | A |
| 37. | Project Acceptance | L | A |

9.2 Payment Milestones and Deliverables

The estimated total cost of this project is \$67,327.20. E.J. Ward, Inc. acknowledges the City's reliance on this estimate and represents the fixed prices below to be accurate to the best of E.J. Ward, Inc.'s knowledge. Upon acceptance of each payment Milestone and receipt of E.J. Ward, Inc.'s correct invoice, the City shall pay E.J. Ward, Inc. the Milestone's Value, minus a Retention of 10% for Milestone #2 and Milestone #5. The cumulative total of the Retention amounts shall be invoiced by E.J. Ward, Inc. and, upon receipt of E.J. Ward, Inc.'s correct invoice, paid by the City following the City's acceptance of the last Milestone or the completion of any warranty period agreed to by the Parties as stated in this SOW, whichever occurs later.

| Requirement Reference | Milestone # | Deliverable Description | Scheduled Date | Contract % | Retention 10% | Value |
|-----------------------|-------------|---|---|------------|---------------|--------------|
| 11, 12 | 1 | Delivery and installation of 320 Geotab devices and unit testing. | 30 days from planning completion | | | |
| 14 | 2 | System Testing 1. All required rules configured 2. All required reports configured 3. ESRI based of geo-fences 4. RTM check - confirming requirements are met and validated 5. Make sure messaging is coming across 6. Make sure GIS data imports are working (e.g DSD field services zones, landmarks) | Concurrent with Unit testing (see project plan) | 40% | \$2,693.08 | \$ 26,930.88 |
| 33 | 3 | Training & UAT Prep 1. Prepare production environment - using previous steps from system testing including reconfiguration of 320 Geotab devices. 2. User setup of geo | 16 days after System Testing | | | |

| Requirement Reference | Milestone # | Deliverable Description | Scheduled Date | Contract % | Retention 10% | Value |
|-----------------------|-------------|---|----------------------------------|-------------|-------------------|--------------------|
| | | fences and assignment of drivers 3. Assignment of rules to drivers 4. Alternate rules based upon configured rules 5. Configured to org chart structure 6. Admin and train the trainer | | | | |
| 14 | 4 | UAT Testing Pre UAT work - Department users setup drivers/org chart/geo fences/vehicle assignments | 4 days after Training & UAT Prep | | | |
| 36 | 5 | Project Go-Live and beginning of recurring costs | 0 days after UAT signoff | 40% | \$2,693.08 | \$26,930.88 |
| 37 | 6 | Geotab post Go-Live support 90 Days of Geotab support post Go-Live | 90 days after Go-Live | 20% | | \$13,465.44 |
| 39 | 7 | Project Closeout. Project Deliverables completion, acceptance, signoff and retention release. | 6 days after Geotab support end | | | |
| Total | | | | 100% | \$5,386.18 | \$67,327.20 |

9.3 Deliverable Acceptance Criteria

| # | Deliverable Acceptance Criteria Description |
|---|--|
| 1 | 320 Geotab devices installed in City vehicles |
| 2 | Unit testing completion, acceptance and signoff |
| 3 | System testing completion, acceptance and signoff |
| 4 | UAT completion, acceptance and signoff, begin recurring costs |
| 5 | Project Go-Live |
| 6 | Completion of Geotab 90 day post Go-Live support |
| 7 | Project Deliverables complete and accepted, closeout and release retention to vendor |

All project Deliverables shall be subject to inspection and testing by the City in accordance with Article 8 of the Agreement.

Unless noted otherwise, E.J. Ward, Inc. shall provide one (1) hardcopy and one (1) electronic copy of all Deliverables to COSA.

10. Software and Hardware

E.J. Ward, Inc. shall list any specific software and hardware requirements for this project and who is responsible for each.

11. Assumptions

To identify and estimate the required tasks and timing for the project, certain assumptions and premises were made. Based on the current knowledge of the project, the project assumptions are listed below. If an assumption is invalidated at a later date, the activities and cost estimates will be adjusted accordingly:

1. E.J. Ward, Inc. assumes the City will have the proper resources to implement the software.
2. E.J. Ward, Inc. assumes the City will be able to deliver the agreed number of vehicles per day during installation period in order to maintain schedule.
3. E.J. Ward, Inc. assumes all requirements and functionality were accurately portrayed in the City's Contract Documents .
4. E.J. Ward, Inc. assumes work has been identified in this SOW and the RTM. Any additional cost for work required in this project will be identified and requested through a Change Request process.
5. E.J. Ward, Inc. assumes the City will provide the appropriate staff to be trained on the software during the training periods outlined in the Project timeline.
6. Warranty on hardware is for one (1) year from delivery date.
7. E.J. Ward, Inc. assumes the City will have a trained Admin resource to setup the GIS for system testing.

12. Recurring Costs

The following recurring data charges will begin accumulating on the date of Go-Live.

| Year | Description | Per Unit Per Month | 320 Units Per Quarter | 320 Units Per Year |
|---------------|------------------------|--------------------|-----------------------|---------------------|
| 1 | Recurring data charges | \$19.00 | \$18,240.00 | \$72,960.00 |
| 2 | Recurring data charges | \$19.00 | \$18,240.00 | \$72,960.00 |
| 3 | Recurring data charges | \$19.57 | \$18,787.20 | \$75,148.80 |
| 4 | Recurring data charges | \$20.15 | \$19,344.00 | \$77,376.00 |
| 5 | Recurring data charges | \$20.75 | \$19,920.00 | \$79,680.00 |
| TOTAL: | | | | \$378,124.00 |

12.1 Breakdown of Recurring Costs

| Development Services Department | | | | | |
|---------------------------------|--------------|--------------|--------------|--------------|--------------|
| Recurring Annual Cost: | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Data Charges - 282 units | \$ 64,296.00 | \$ 64,296.00 | \$ 66,224.88 | \$ 68,187.60 | \$ 70,218.00 |

| Building & Equipment Services Department | | | | | |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|
| Recurring Annual Cost: | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Data Charges - 38 units | \$ 8,664.00 | \$ 8,664.00 | \$ 8,923.92 | \$ 9,188.40 | \$ 9,462.00 |
| Total Annual Cost: | \$ 72,960.00 | \$ 72,960.00 | \$ 75,148.80 | \$ 77,376.00 | \$ 79,680.00 |

13. Post Go-Live Technical Support

E.J. Ward, Inc. shall provide sufficient post Go-Live support to support optimal usage of the solution. Defects in the production system must be corrected during the ninety (90) day Post Go-Live phase. Each of these defects are reviewed through the change control process to determine the impact on the system, level of effort for change and the impact to the end users. Once the changes have been approved, each of the maintenance fixes goes through the design, development, and test phases prior to being released into production. E.J. Ward, Inc. warrants that the Software will function substantially in accordance with its Documentation. As the COSA's sole exclusive remedy for breach of this warranty, E.J. Ward, Inc. will, at its option, fix the defective Software.

14. Service Level Agreement

SLAs will be negotiated at the beginning of the project. Due to the project including a Cloud Solution, the COSA SLA v8.0 will be completed by E.J. Ward, Inc. .

E.J. Ward, Inc., with assistance from Geotab, shall provide a well-defined SLA and will contain the following components at a minimum:

1. Type of service to be provided:
It specifies the type of service and any additional details of type of service to be provided.
2. The service's desired performance level, especially its reliability and responsiveness:
A reliable service will be the one which suffers minimum disruptions in a specific amount of time and is available at almost all times.
3. Service Availability rate, times and downtime:
At a minimum 100% availability, 24/7 etc.
4. Monitoring process and service level reporting:
This component describes how the performance levels are supervised and monitored. This process involves gathering of different type of statistics, how frequently these statistics will be collected and how these statistics will be accessed by the customers.
5. The steps for reporting issues with the service:
This component will specify the contact details to report the problem to and the order in which details about the issue have to be reported. The contract will also include a time range in which the problem will be researched and resolved.
6. Response and issue resolution time-frame:
Response time-frame is the time period by which the service provider will start the investigation of the issue. Issue resolution time-frame is the time period by which the current service issue will be resolved and fixed.
7. Repercussions for service provider not meeting its commitment:
If the provider is not able to meet the requirements as stated in the SLA then service provider will have to face consequences. These consequences may include customer's right to terminate the contract or ask for a refund for losses incurred by the customer due to failure of service.

8. Disaster Recovery Mechanism (for cloud Solutions)
9. Business continuity (for cloud solutions)
10. Service Scheduled maintenance and unscheduled maintenance process(for cloud Solutions)
11. Backup mechanism (for cloud Solutions)
12. Process for adding, testing and deploying modifications or enhancements to the solution

E.J. Ward, Inc. provides access to technical assistance and call center support during the Term of the Agreement.

E.J. Ward's Call Center is available from 7:30 A.M. through 6:00 P.M., Central Time. Additional support by our on call staff is available 24x7x365.

Customers have the ability to email and/or call the customer support team. A call or email from a customer initiates the process for handling and prioritizing potential issues. Customer support representatives will document the issue and create a ticket. Customer support representatives are well-trained in the software and make every effort to resolve the issue/questions at the initial point of contact. During implementation if support representatives are unable to resolve the issue, the ticket is sent to the E.J. Ward, Inc. Project Manager to investigate. Upon investigating, the E.J. Ward, Inc. Project Manager may be able to resolve the issue on the spot, in which case he/she will alert customer support of the resolution, and a support representative will contact the user letting them know the issue has been resolved. If the E.J. Ward, Inc. Project Manager cannot resolve the issue and it is determined that a development change is needed, the requests (and related system changes) are handled and prioritized in a backlog of development changes. After implementation a support representative will escalate to the appropriate technical resource.

15. High-Level Project Plan

The following high-level project plan will be updated as mutually agreed by the parties during the planning and design phases of the project. Days listed are in business/working days.

| # | Task Name | Duration | Predecessors |
|----|---|----------|--------------|
| 1 | COSA Geotab | 159d | |
| 2 | Planning | 13d | |
| 3 | Create list of vehicles to install GPS device in for testing | 7d | |
| 4 | Create Test Plan for vehicles | 7d | |
| 5 | Create System Test Plan | 7d | |
| 6 | Working Session to discuss Business Rules and Expect Outcomes | 1d | |
| 7 | Building Test Plan | 4d | 6 |
| 8 | Building Test Scripts | 4d | 6 |
| 9 | Review of Test Plan and Scripts | 2d | 8 |
| 10 | Planning complete | 0 | 3, 4, 5 |
| 11 | Execution | 146d | |
| 12 | Site Setup (get with Zdarko on time to setup) | | |
| 13 | Hardware Installation (8hr/day @45min/device, 320 vehicles) | 30d | |
| 14 | Install GPS Devices | 30d | 10 |
| 15 | Configure GPS Devices | 30d | 10 |

| # | Task Name | Duration | Predecessors |
|-----|--|----------|------------------------|
| 16 | Validate on MyGeotab | 30d | 10 |
| 17 | Mileage | 30d | 10 |
| 18 | Location | 30d | 10 |
| 19 | Events | 30d | 10 |
| 20 | Installs Complete | 0 | 16 |
| 21 | System Testing | 30d | |
| 22 | Configure all Rules | 30d | 10 |
| 23 | Configure all Reports | 30d | 10 |
| 24 | Sample Geo Fences Created | 30d | 10 |
| 25 | Verify device message are coming across | 30d | 10 |
| 26 | Verify GIS data imports are working | 30d | 10 |
| 27 | Verify RTM requirements have been met | 30d | 10 |
| 28 | System Testing Complete | 0 | 22, 23, 24, 25, 26, 27 |
| 29 | Training and UAT Prep | 16d | |
| 30 | Training of Admins and Trainers | 1d | 13, 21 |
| 31 | Creation of all Geo Fences | 5d | 30 |
| 32 | Assign Business Rules to Drivers | 5d | 31 |
| 32A | Reporting & Notifications | 5d | 32 |
| 33 | Training and UAT Prep Complete | 0 | 32A |
| 34 | UAT Testing | 4d | 29 |
| 35 | UAT Testing Complete | 4d | 29 |
| 36 | Go-Live of System, begin recurring costs | 0 | 35 |
| 37 | Post Go-Live Support | 90d | 34 |
| 38 | Post Go-Live Support Complete | 0 | 37 |
| 39 | Project Closeout | 6d | |
| 40 | All documentation submitted and signed off | 5d | 38 |
| 41 | Project Closeout Complete | 1d | 40 |

Attachment C – The City of San Antonio Data Security Policy

(attached as a separate document)

CITY OF SAN ANTONIO



| | |
|---------------------------------|---|
| Administrative Directive | 7.3a Data Security |
| Procedural Guidelines | Regarding the use of public and confidential data |
| Department/Division | Information Technology Services Department (ITSD) |
| Revision Date(s) | April 1, 2014; September 13, 2019 |
| Last Reviewed | N/A |
| Owner | Chief Security Officer |

Purpose

This Administrative Directive (“AD”) provides guidance for compliance, confidentiality, privacy, security, and the associate governance for the City of San Antonio’s (“COSA” or the “City”) three data categories: (1) public, (2) agency-sensitive, and (3) confidential. Data must be classified into one of these three categories when stored, processed, or transmitted on COSA resources or other resources where COSA business occurs. This AD establishes and identifies responsibility for such data and provides a framework for maintaining compliance with applicable laws, regulations, and standards. Security standards, which define these security controls, may include: document marking/labeling, release procedures, privacy, transmission requirements, printing protection, computer display protections, storage requirements, destruction methods, physical security requirements, access controls, backup requirements, transport procedures, encryption requirements, and incident reporting procedures.

Policy

This directive establishes guidance for developing, maintaining, publishing, and administering comprehensive data governance and information technology system security. This directive references applicable local, state, and federal law.

Departmental Data Owners are responsible for the classification and protection of data under this directive. Precautions shall be taken to reasonably assure the confidentiality, integrity and availability of the protected data. Access to protected data shall be based on legitimate business need. COSA data shall be disseminated in accordance with this directive.

Open Data accessible by the public in accordance with Foundations for Evidence-Based Policymaking Act ("Evidence Act") will be identified, reviewed, and prioritized prior to being published by or on behalf of COSA via the Open Data Portal.

This directive applies to:

1. All data processed, stored, and/or transmitted by a COSA Information Technology System(s).
2. All COSA data processed, stored and/or transmitted on personally-owned devices also referred to as Bring Your Own Device (“BYOD”).
3. All data collected or maintained on a COSA owned and managed Network or authorized/contracted cloud platform by or on behalf of COSA in any form (electronic or hardcopy).

Policy Applies To

| | |
|--|--|
| <input checked="" type="checkbox"/> External & Internal Applicants | <input checked="" type="checkbox"/> Temporary Employees |
| <input checked="" type="checkbox"/> Full-Time Employees | <input checked="" type="checkbox"/> Volunteers |
| <input checked="" type="checkbox"/> Part-Time Employees | <input checked="" type="checkbox"/> Grant-Funded Employees |
| <input checked="" type="checkbox"/> Paid and Unpaid Interns | <input checked="" type="checkbox"/> Police and Fire Academy Trainees |
| <input checked="" type="checkbox"/> Uniformed Employees Under Collective Bargaining Agreements | |

Definitions

| | |
|---|--|
| Bring Your Own Device (“BYOD”) | The practice of allowing the employees of an organization to use their own computers, smartphones, or other devices for work purposes. |
| City-administered information technology system(s) | Any technology or equipment that is used and/or managed by COSA even if COSA does not own the technology or equipment. COSA-managed information technology system(s) includes technology or equipment owned by COSA, on loan to COSA, funded by grants, or leased by COSA. |
| Criminal Justice Information Services (“CJIS”) Security Policy | CJIS Security Policy represents the shared responsibility between Federal Bureau of Investigation (FBI) CJIS and the CJIS Systems Agency and State Department of Public Safety. |
| Data Owner | The data originator or entity that can authorize or deny access to the data. The Data Owner can create, edit, modify, share, and determine access restrictions to the data and data dictionary they control. They are responsible for the accuracy of the data and the purpose for which it is collected. |
| Data Steward | COSA’s Information Technology Services Department is the Data Steward responsible for data management and will establish appropriate governance and procedures required to ensure overall data integrity and reliability. |
| Network | A group of two or more computers linked together to facilitate communication, data sharing, and processing among other computer-based activities. |
| Open Data | Data identified as public that is freely available to the public to be republished, manipulated, or used in any way without restriction. The data will be machine-readable and formatted according to national technical standards. |
| Open Data Portal | A web portal maintained by or on behalf of COSA that will be the repository for COSA’s Open Data. The portal provides access to standardized data that can be easily retrieved, downloaded, sorted, searched, analyzed, redistributed and re-used by the public |
| Personally Identifiable Information (“PII”) | Any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual, regardless of whether the individual is a U.S. citizen, lawful permanent resident, visitor to the U.S., or employee or contractor to the Department. Personally Identifiable Information by itself is not necessarily sensitive in nature and may in certain instances be treated as public data. For example, the name of each City Council member and the final record of voting on all City Council proceedings are public and subject to disclosure to the public |
| Record Retention Period | The minimum time that must pass after the creation, recording or receipt of a record or the fulfillment of certain actions associated with a record, before it is eligible for destruction pursuant to the Local Government Record Retention Schedules issued by the Texas State Library and Archives Commission under the authority of Subchapter J, Chapter 441 of the Texas Government Code. |

| | |
|---|---|
| Records Management Program | Established pursuant to Section 203.026 of the Texas Local Government Code and administered by COSA's Records Management Officer. |
| Sensitive Personally Identifiable Information ("SPII") | SPII is any combination of information or data when not encrypted that permits the identity of an individual to be directly or indirectly inferred, traceable, linked and/or linkable to a specific individual and is generally not subject to public disclosure. For example, social security numbers of living individuals; military discharge records; and credit card, debit card, charge card and access device numbers are exempt from public disclosure, regardless of whether the individual is a U.S. citizen, lawful permanent resident, or visitor to the U.S. |

Policy Guidelines

Adherence to this directive will help reasonably assure the confidentiality, integrity, and availability of COSA data:

1. COSA has adopted the National Institute of Standards and Technology ("NIST") Cyber Security Framework ("CSF") using 800-53A Security and Privacy Controls to provide a data protection framework for maintaining the confidentiality, integrity and availability of data.
2. Baseline security controls for COSA information systems shall be based on the Data Owner's data classification as governed by this directive.
3. COSA data shall be classified as public, agency-sensitive, or confidential.
4. The statutes and laws of the state of Texas and/or the state where the individual whose SPII was or is reasonably believed to have been acquired by an unauthorized person is a resident apply. Where statutes from another state conflict, the statutes of Texas and federal government shall take precedence.

Data Classification and Open Records

All data shall be classified as public, agency-sensitive, or confidential for the purpose of establishing dissemination guidelines and protective security measures. AD 1.31 Open Records (Texas Public Information Act) places responsibility for developing and updating the Municipal Open Records Policy with the City Attorney's Office. This requirement includes any response to an Open Records Request ("ORR") whether or not the records are public under the Texas Public Information Act. All open records shall be reviewed by the department Data Owners prior to dissemination to reasonably assure that open records do not contain confidential data or SPII.

Confidential Data

Confidential data is information maintained by COSA, the release of which is prohibited under the provisions of the Texas Public Information Act and other state and federal law. Accidental or intentional disclosure of this type of data could cause damage and/or serious harm to COSA and/or its citizens.

- Examples of "confidential" data may include, but are not limited to, data types identified in Chapter 521 of the Texas Business and Commerce Code. For example, an individual's first name or first initial and last name in combination with unencrypted personal identifying information, such as a social security number, driver's license number, or government-issued identification number, is not subject to public disclosure.

Below is a list of data that is always SPII if not encrypted:

1. Social Security Numbers
2. Alien Registration Numbers (A-numbers)
3. Passport Numbers

4. Driver's license Numbers or state identification numbers
5. Biometric Identifiers (fingerprint, iris scan, voice print)
6. Genetic data Network
7. Physically secure hardcopy protected data in a locked drawer, file cabinet, desk, and/or safe.

The following data, if not encrypted, is classified as SPII when linked with the person's name or other unique identifier, such as an address or phone number:

1. Citizenship or Immigration status
2. Criminal History
3. Medical Information
4. Bank Account or Routing/Transit Numbers
5. Credit Card Numbers
6. Income Tax Records
7. Full Date of Birth
8. Financial or Bank Account Numbers
9. Fingerprint Identification Number ("FIN") or Student and Exchange

Agency-Sensitive Data

This is data maintained by COSA that is not necessarily confidential but must be treated with special precautions or procedures to ensure integrity. Agency-sensitive data may be subject to disclosure or release under the Texas Public Information Act.

- Examples of "agency-sensitive" data may include but are not limited to:
 1. COSA operational information
 2. COSA personnel records
 3. COSA information security configurations, data, and procedures
 4. Vendor bids and/or contract cost estimates among other sensitive data types

Public Data

Public data is all data not classified as confidential or agency-sensitive and may be released to the public. This information may be the subject of an ORR or it may be posted on COSA's Open Data Portal. ORR fees have been established for extracting and delivering this type of data.

Protection of Confidential Data & Personally Identifiable Information

All departmental Data Owners must:

1. Implement cost effective internal controls, safeguards, and/or countermeasures to protect data. All preventative, detective, and/or corrective controls shall be risk based. The cost of all management, operational, and/or technical controls shall be commensurate with the value of the data.
2. Preserve citizen privacy and respect an individual's choice to consent when collecting, using, sharing, and/or disclosing of customer, partner, or employee personal information.
3. Limit the use and storage of confidential data and SPII to what is only necessary.
4. Not store confidential and/or sensitive data longer than is absolutely necessary past the established Record Retention Period.
5. Only collect data when COSA has the legal authority to do so and, if required, have a Privacy Act System of Records Notice ("SORN") in place that describes the information.
6. Minimize the distribution and proliferation of protected data.
7. Not store agency-sensitive, confidential, or business-related information in email, on personal devices, personal cloud storage, or any other non-COSA sanctioned storage.

8. Keep protected data relevant, accurate, timely, and not excessive in relation to the purpose such data is processed, stored, and/or transmitted.
9. Departments handling hardcopy or electronic Protected Health Information (“PHI”) will establish departmental procedures in accordance with AD 4.7 Healthcare Data Protection Administrative Authority for HIPAA.

The Data Steward must:

1. Establish overall policies and procedures for dissemination of data in compliance with AD 1.31 (Open Records (Texas Public Information Act)), including establish and enforce departmental procedures that comply with this Directive and AD 1.31.
2. Determine encryption requirements based on regulatory requirements.
3. Periodically review data protection procedures, controls, and safeguards to reasonably assure that internal controls, countermeasures, and/or safeguards are working as intended. Ensure that at least once a year, COSA employees who have access to a COSA information system or database are identified and required those employees and COSA elected officials to complete a cyber security training program certified under Section 2054.519 of the Texas Government Code or offered under Section 2054.519(f) of the Texas Government Code. Requirement made by HB3834, takes effect September 1, 2019. Verify and report on the completion of a cybersecurity training program by required COSA employees.
4. Ensure that periodic audits are performed to ensure compliance with the cybersecurity training required by Section 2054.5191 of the Texas Government Code.

All COSA information systems must:

1. Use security controls to protect against unauthorized access, disclosure, modification, and destruction to reasonably assure the confidentiality, integrity, and availability of data.
2. Follow NIST encryption and security protocol standards for protected data as required.

Employee and third parties must:

1. Safeguard COSA’s data resources and comply with the provisions of relevant COSA Security ADs.
2. Comply with all COSA procedures regarding protected data.
3. Receive written approval from his/her department Director to store sensitive data.
4. Report suspected violations to supervisor or manager, department head, and COSA Privacy Officer.
5. Only store protected data on COSA owned device(s) and/or device(s) managed by COSA even if COSA does not own the technology or equipment.
6. Ensure personal devices and personal accounts are not used to store, process, and/or transmit unencrypted protected data.
7. Not store agency-sensitive, confidential, or business-related information in email, on personal devices, personal cloud storage, or any other non-COSA sanctioned storage.
8. Ensure unencrypted confidential data and SPII is not transmitted outside of COSA.
9. At least once a year, if required, complete a cyber security training program selected by COSA.

Data Laws and Standards

Regulation and industry standards that protect confidential and sensitive data include, but are not limited to:

1. The Privacy Act of 1974
2. The Electronic Communications Privacy Act of 1986 (“ECPA”)
3. The Texas Public Information Act (“TPIA”)

4. The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)
5. Health Information Technology for Economic and Clinical Health (“HITECH”)
6. The Texas Medical Privacy Act (“TMPA”)
7. The Payment Card Industry Security Standards (“PCI”)
8. The Criminal Justice Information Services (“CJIS”) Security Policy
9. City of San Antonio Ordinance 70508 (11-02-1989), naming the City Clerk as the City’s Records Management Officer
10. City of San Antonio Ordinance 72054 (08-09-1990), establishing the City’s Records Management Program
11. The Family Educational Rights and Privacy Act (“FERPA”)

Data Destruction

Electronic records shall be destroyed in accordance with Section 441.185 of the Texas Government Code and COSA Record Retention policies set out in AD 1.34 Records Management for Physical Electronic Records.. All data storage device(s) and/or information system(s) containing protected data shall be sanitized or the storage device destroyed. COSA shall arrange for destruction of protected data by shredding, degaussing, erasing, and/or otherwise modifying the sensitive data in the records to make the information unreadable or indecipherable. Additional information on sanitization tools and methods of destruction based on Department of Defense 5220.22-M data destruction standards (available at <http://www.dir.state.tx.us>). Documentation shall also be maintained that documents the data, description of device, data destruction process, and sanitization tools used to remove or destroy data.

Roles & Responsibilities

| | |
|---------------------------|---|
| <u>Employees</u> | Adhering to all guidance provided in this directive. |
| <u>Departments</u> | COSA departmental Data Owners are responsible for data classification and identification of data protection requirements. |
| <u>ITSD</u> | COSA Information Technology Services Department fulfills the role of the Data Steward and is responsible for publishing, disseminating, and maintaining this directive. |

Breach of Security of Computerized Data

In this section, “breach of system security” means the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by COSA, including data that is encrypted if the person accessing the data has the key required to decrypt the data.

1. Report of Breach of System Security

Departmental Data Owners that discover a breach of system security must immediately contact COSA’s Privacy Officer, the Director of the Information Technology Services Department, and the Administrator of the Office of the City Attorney.

2. Notice to individuals whose sensitive personal information is disclosed in breach of system security

The Privacy Officer must notify individuals whose sensitive personal information is disclosed in a breach of system security without unreasonable delay and not later than the 60th day after the date on which COSA determines that the breach occurred; except that COSA may delay providing notice at the request of a law enforcement agency that determines that the notification will impede a criminal investigation.

3. Notice to the Texas Attorney General

If the Privacy Officer is required to notify individuals of breach of system security and the breach involves at least 250 Texas residents, the Privacy Officer must also notify the Texas Attorney General of that breach not later than the 60th day after the date on which COSA determines that the breach occurred.

All breach of system security notices must comply with the notification requirements set out in Section 521.053 of the Texas Business and Commerce Code.

This directive supersedes all previous correspondence on this subject. Information and/or clarification may be obtained by contacting the Information Technology Services Department at 207-8888.

Attachment D - Price Schedule

1. Payment Milestones and Deliverables. The estimated total cost of this project is \$67,327.20. Contractor acknowledges the City's reliance on this estimate and represents the fixed prices below to be accurate to the best of Contractor's knowledge.

Upon acceptance of each payment Milestone and receipt of Contractor's correct invoice, the City shall pay Contractor the Milestone's Value, minus a Retention of 10% for Milestone #2 and Milestone #5. The cumulative total of the Retention amounts shall be invoiced by Contractor and, upon receipt of Contractor's correct invoice, paid by the City following the City's acceptance of the last Milestone or the completion of any warranty period agreed to by the Parties as stated in the Statement of Work, whichever occurs later.

| Requirement Reference | Milestone # | Deliverables Description | Scheduled Date | Contract % | Retention 10% | Value |
|-----------------------|-------------|---|---|------------|---------------|--------------|
| 11, 12 | 1 | Delivery and installation of 320 Geotab devices and unit testing. | 30 days from planning completion | | | |
| 14 | 2 | System Testing 1. All required rules configured 2. All required reports configured 3. ESRI based of geo-fences 4. RTM check - confirming requirements are met and validated 5. Make sure messaging is coming across 6. Make sure GIS data imports are working (e.g DSD field services zones, landmarks) | Concurrent with Unit testing (see project plan) | 40% | \$2,693.08 | \$ 26,930.88 |
| 33 | 3 | Training & UAT Prep 1. Prepare production environment – using previous steps from system testing including reconfiguration of 320 Geotab devices. 2. User setup of geo | 16 days after System Testing | | | |

| | | | | | | |
|--------------|---|---|----------------------------------|-------------|-------------------|--------------------|
| | | fences and assignment of drivers 3. Assignment of rules to drivers 4. Alternate rules based upon configured rules 5. Configured to org chart structure 6. Admin and train the trainer | | | | |
| 14 | 4 | UAT Testing Pre UAT work - Department users setup drivers/org chart/geo fences/vehicle assignments | 4 days after Training & UAT Prep | | | |
| 36 | 5 | Project Go-Live and beginning of recurring costs | 0 days after UAT signoff | 40% | \$2,693.08 | \$ 26,930.88 |
| 37 | 6 | Geotab post go live support 90 Days of Geotab support post Go-Live | 90 days after Go-Live | 20% | | \$ 13,465.44 |
| 39 | 7 | Project Closeout. Project deliverables completion, acceptance, signoff and retention release. | 6 days after Geotab support end | | | |
| Total | | | | 100% | \$5,386.18 | \$67,327.20 |

2. Pricing for Additional Services and Hardware. The City may choose to purchase additional hardware and services pursuant to the terms and conditions of this Agreement and in accordance with the following pricing:

| PRICING - FUTURE BUYS | COST |
|---|-------------|
| HARDWARE (EA) | \$ 110.40 |
| IMPLEMENTATION / INSTALL SERVICES (EA) | \$ 100.00 |
| RECURRING DATA REQUIREMENT (ANNUALLY) PER VEHICLE | \$ 228.00 |

The City may elect, in its sole discretion, to scale up any hardware or services in accordance with the following pricing:

| Per Vehicle Pricing - Future Vehicles | GPS Device | GPS Installation | Annual Recurring Data |
|---------------------------------------|------------|------------------|-----------------------|
| Year 1 | \$110.40 | \$100.00 | \$228.00 |
| Year 2 | \$110.40 | \$100.00 | \$228.00 |
| Year 3 | \$113.71 | \$103.00 | \$234.84 |
| Year 4 | \$117.12 | \$106.09 | \$241.80 |
| Year 5 | \$120.63 | \$109.27 | \$249.00 |

3. Recurring Costs. The following recurring data charges will begin accumulating on the date of Go-Live.

| Year | Description | Per Unit Per Month | 320 Units Per Quarter | 320 Units Per Year |
|---------------|------------------------|--------------------|-----------------------|---------------------|
| 1 | Recurring data charges | \$19.00 | \$18,240.00 | \$72,960.00 |
| 2 | Recurring data charges | \$19.00 | \$18,240.00 | \$72,960.00 |
| 3 | Recurring data charges | \$19.57 | \$18,787.20 | \$75,148.80 |
| 4 | Recurring data charges | \$20.15 | \$19,344.00 | \$77,376.00 |
| 5 | Recurring data charges | \$20.75 | \$19,920.00 | \$79,680.00 |
| TOTAL: | | | | \$378,124.00 |

The total recurring data charges above include all units for both DSD and BESD. A breakdown of these recurring data charges per department is represented as follows:

| Development Services Department | | | | | |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|
| Recurring Annual Cost: | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Data Charges - 282 units | \$ 64,296.00 | \$ 64,296.00 | \$ 66,224.88 | \$ 68,187.60 | \$ 70,218.00 |
| Building & Equipment Services Department | | | | | |
| Recurring Annual Cost: | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Data Charges - 38 units | \$ 8,664.00 | \$ 8,664.00 | \$ 8,923.92 | \$ 9,188.40 | \$ 9,462.00 |
| Total Annual Cost: | \$ 72,960.00 | \$ 72,960.00 | \$ 75,148.80 | \$ 77,376.00 | \$ 79,680.00 |