GISinc *Inspired by* Location

City of New Braunfels, TX

Card Connect Integration with Cityworks PLL

GISinc GSA Contract
Schedule 70 GS-35F-0682R

January 26, 2021

Point of Contact

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January 26, 2021

JC McConnell
Business Analyst/Information Technology
City of New Braunfels, TX
550 Landa Street
New Braunfels, Texas 78130

Dear JC,

Geographic Information Services, Inc. (GISinc) is pleased to submit this proposal to provide Integrations Services between Card Connect and Cityworks PLL.

With increased credit card transaction fees, the City is seeking to streamline credit card processing workflow to reduce growing expenses. GISinc will integrate Card Connect with Cityworks to replace the out-of-the-box payment gateway configuration of Authorize.net, including the recent expanded data capturing customization to enable enhanced transaction reconciliation required by the City.

I hope you find this information helpful. If I can provide further assistance, please do not hesitate to contact me.

Thank you again for your interest. We look forward to working with you.

Sincerely,

Greg Hymel
Account Executive
Geographic Information Services, Inc.
2100 Riverchase Center, Suite 105
Birmingham, AL 35244
p: (205) 725-5858 | e: greg.hymel@GISinc.com

Project Management

GISinc's project management and project approach includes people, processes, and technology that are designed to make sure that our customers receive outstanding value. The approach is simple, but effective and is based on managing projects according to five (5) key phases with constant communication throughout. Our aim is to be sure that you, as a client, are never wanting for information regarding the state of the project.

- **Project Kickoff Meeting**. GISinc will schedule a kickoff meeting with the City as part of initiating any project to identify tasks, billing procedures, and establish a communication plan for coordinating the activities of the project as well as status reporting. During the kickoff meeting we will also set a schedule for a bi-weekly project meeting. We will employ our internal project controls to manage the project budget and schedule.

- **Project Reviews**. The bi-weekly project review meeting schedule established during the kickoff meeting will be used to identify upcoming tasks, review decisions points, and discuss overall status for the project. The specific day of the week for the project meetings will be determined collaboratively by the project team. As part of each project review meeting, GISinc will send the City a current status report document that includes detailed information on schedule and budget progress, tasks completed, upcoming milestones and more. We will use the project review meeting to walk through the status report and look ahead to identify any potential project issues and mitigation procedures.

- **Budget & Schedule**. GISinc builds-out a detailed project schedule prior to initiating work, the format of which is scaled to the magnitude of the project at hand. Each task is assigned a number of hours, budget, and date to complete. The project information is tracked with GISinc's financial package, Unanet. Unanet is used throughout the project to document hours used by each GISinc staff member at a task level. The billing process varies based on the type of project (firm fixed or time and materials).

- **Closure Letter & Satisfaction Surve**y. Upon completion of work, GISinc will send an email to the City asking for documentation that they consider the project complete and are satisfied with the deliverables. GISinc does not consider a project closed until this confirmation is received.

Project Execution

Design Phase

The Design Phase is where we focus on establishing the background that will drive the project forward and is a critical step before moving on to the development process. GISinc will work with the City and Card Connect on relevant considerations such as system architecture, configuration requirements, and functional requirements for Cityworks PLL, along with compiling or creating all associated documentation, which will be reviewed and approved by City of New Braunfels staff. The specific approach to gather requirements will be tailored to the project to ensure the most productive and accurate result, and may include phone discussions, demonstrations, workshops, and onsite interviews and working sessions.

Key Activities:

- Coordination with Card Connect and the City to crosswalk API requirements and data being passed between applications
- Layout of payment page design

Development Phase

Not all projects represent traditional development efforts, but this phase refers more generally to the primary or core tasking, where the product(s) detailed within the Design Phase comes to life. Development can also be considered a reference to the environment, in a way, since much of the work completed within this phase would be carried out in a lower tier separated (ideally) from any production system to mitigate the potential for end user disruption. The documentation refined within the Design Phase will guide the work completed in the Development Phase and upon completion, this phase will result in a completed product ready for client and user testing.

Key Activities:

- Create a payment form leveraging the Card Connect js API
- Custom report development (up to 8 hours)
- Overwrite Cityworks Public Access core functionality to replace calls to default payment gateway with calls to Card Connect
  - o Validate payment request
  - o Redirect user to CW payment success page
  - o Replicate/leverage previous expansion data collection development
- Create eCheck handling

Testing Phase

The Testing Phase really focuses on City review and approval of the target product or system prior to planning the implementation into the production environment. The user acceptance testing process is a collaborative effort between GISinc and the City wherein we provide the necessary documentation or training to allow City staff to evaluate the deliverable(s) against the configuration documentation presented and approved by the City during the Design Phase. Any feedback provided by the City is tracked by GISinc staff within our issue tracking system (JIRA) where each report will be evaluated, and the

appropriate action determined to obtain satisfactory resolution. JIRA will be used to report and communicate the status of all incidents and any actions taken or required. This may result in an iterative process until the City deems the product or system to meet the approved configuration outline and authorizes the release to production.

Key Activities:

- One (1) round of revisions following a 5-day testing period by City of New Braunfels staff
- Clearly documented web service and design

Implementation Phase

The final phase of any project is the implementation of the product or system into the production environment. In some cases, certain aspects or tasks of the Development Phase may be repeated in order to construct the necessary target environment, but much of the core effort of deployment will be specific to the system or product(s) being released. Depending on the nature of the individual project, a key part of the Implementation Phase may be a more formalized training for users, be that administrators, end users or both. The degree of ongoing, or post implementation, support will vary by project and will be determined collectively by the GISinc and City's project team.

Key Activities:

- Deployment of custom web service into the production Public Access Environment

Assumptions

- The City will acquire all necessary Cityworks licensing prior to implementation, including any required APIs.
- The City is responsible for providing testing feedback within 5 days following the testing release.
- The City recognizes that the custom develop web service may not be compatible with future versions of Cityworks.
- The development of available data is limited to what Card Connect exposes as a response.
- GISinc will include one round of revisions.
- GISinc may require access to the City of New Braunfels Card Connect account.
- City of New Braunfels is responsible for creating reports.
- GISinc will require access to the test/dev and production environments.
- Confidential personal information from the payment transaction will continue to be isolated with Card Connect.

1. Price & Schedule

GISinc proposes the following firm fixed price pricing to accomplish the tasking referenced above

Cityworks/Card Connect Integration	$40,500
TOTAL	**$40,500**

City of New Braunfels

Amount: $40,500

_____

Signature:

_____

Name:

_____

Title:

_____

Date:

_____

Quotation Terms and Conditions

This confidential quotation is valid for thirty (30) days unless otherwise stated and does not include shipping or tax unless otherwise stated. This contract will expire one year after signature. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Geographic Information Services, Inc. (GISinc).

Time and Materials Payment Terms*: Client will be billed monthly for all travel expenses and labor costs based on hours worked. Client agrees to NET 30 terms after receipt of invoice on this GIS support block. Supporting details will be provided in the monthly status report to detail the hours, rates, and deliverable(s) performed during the preceding month.*

Standard Terms and Conditions

These standard terms and conditions ("Terms and Conditions") apply to any proposal, quotation and the resultant agreement relating to products and services sold by Geographic Information Services, Inc ("GISinc") to a customer ("Customer"). These Terms and Conditions, together with the proposal, quotation and contract, including any statement of work, herein SOW, shall constitute the entire agreement ("Agreement") between the parties.

These Terms and Conditions are governed by the terms of the applicable License Agreement for any incorporated software ("License Agreement"). Capitalized terms used and not otherwise defined herein shall have the respective meaning set forth in the License Agreement.

1. GENERAL PROVISIONS.

This proposal including the SOW and all Terms and Conditions set forth herein, constitutes the entire agreement between GISinc and Customer. The Terms and Conditions of the proposal shall govern and control the terms of any purchase order or purchase confirmation form from the Customer. Customer acknowledges that GISinc has not authorized any of its sales agents or representatives to make any representations, warranties or agreements on behalf of, or to bind GISinc in any way. This confidential proposal is valid for thirty (30) days and unless otherwise stated.

2. SCOPE OF SERVICES.

During the term of the Agreement, GISinc shall furnish the services in accordance with the SOW set forth in the proposal.

3. WORK PERFORMANCE.

GISinc agrees that all work performed hereunder shall be performed on a best effort basis by GISinc's staff having an appropriate experience and skill level, and in compliance with the SOW.

4. TAXES.

Unless this Agreement specifies otherwise, the price included in the proposal does not include, and Customer is liable for and shall pay, all taxes, impositions, charges, and exactions imposed on or measured by this Agreement. Prices shall not include any taxes, impositions, charges, or exactions for which Customer has furnished a valid exemption certificate or evidence of exemption.

5. CHANGES.

No changes, modification, amendment shall be binding upon GISinc unless otherwise agreed to in writing. Customer's authorized representative may in writing, direct changes within the general scope of the Agreement. If such change increases or decreases the cost or time required to perform this Agreement, Customer and GISinc shall negotiate an equitable adjustment in the price and schedule to reflect the appropriate change. GISinc shall adjust the proposal to reflect the change. Customer shall modify any purchase order or confirmation form and reissue to GISinc accordingly.

6. INVOICE AND PAYMENT.

Customer shall pay GISinc within thirty (30) days after receipt of invoice or as per the terms indicated in the proposal. GISinc will bill Customer monthly for all travel expenses and labor costs based on hours worked.

7. CANCELLATION.

Customer shall provide thirty (30) days written notice to GISinc prior to canceling an order. Customer will compensate GISinc for all authorized services satisfactorily performed through the cancellation date under the payment terms in section 6 of these Terms and Conditions.

8. ASSIGNMENT.

Neither party shall assign any of its rights or interest in this Agreement or subcontract all or substantially all of its performance of this Agreement without the other party's prior written consent.

9. INDEMNITY.

To the extent allowed under Texas law, the parties shall indemnify and hold harmless the other, its officers and employees from and against damages, claims liabilities, fines, penalties and expenses (to include reasonable attorney's fees) due to its negligent acts, willful misconduct, errors or omissions of any GISinc employee during the performance of its obligations hereunder that arise out of (1) injuries or death to persons or damage to property, (2) services and/or deliverables agreed to under this order (3) violation of any federal, state, county or municipal laws. GISinc's total liability to Customer for any reason shall not exceed the total amount paid to GISinc by Customer for the services provided under this Agreement.

GISinc's duty to defend and hold harmless Customer shall not apply to any liability claim for damages or injuries arising from or as a result of the negligence of Customer or employees / agents of Customer.

GISinc shall have no liability for any claim of infringement to the extent based on (1) the use of a superseded or altered version of any GISinc provided product or framework or (2) the combination, operation or use of the GISinc provided product with software, hardware or other materials not furnished or authorized to be used by GISinc.

To the extent permitted by law, in no event shall either party be liable to the other for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages of any kind.

10. WARRANTY.

GISinc warrants that it will perform the services in good faith and in conformance with professional industry standards. All GISinc employees, that work on the project, shall have the knowledge, education, training, skills and experience of the subject matter to which they will be performing services.

GISinc warrants the completed application against bugs and defects for a period of 30 days after acceptance. Ongoing support, functional enhancements, or performance issues caused by a change in the customer's IT environment are not included in the warranty. Coverage for these items will require a separate agreement.

11. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, GISINC SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS), EVEN IF THE CUSTOMER HAS BEEN ADVISED, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. GISINC'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR PURSUANT TO ANY SOW (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES RECEIVED BY GISINC FROM CUSTOMER PURSUANT TO THE APPLICABLE SOW UNDER WHICH THE ALLEGED LIABILITY AROSE.

12. FORCE MAJEURE.

Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.

13. SERVERABILITY.

If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.

14. GENERAL SERVICES ADMINISTRATION SCHEDULE

As indicated in the proposal, if applicable, this Agreement incorporates and shall be governed by the terms of a General Services Administration ("GSA") Schedule entered by GISinc and the United States Government. GISinc's GSA Schedule number: GS-35F-0682R.

15. GOVERNING LAW.

This Agreement and any disputes arising out of, or relating to, this Agreement shall be governed by the laws of the State of Texas without regard to the conflict of law rules thereof, provided that (i) contract provisions that have been incorporated directly from or by express reference to the Federal Acquisition Regulations ("FAR"), FAR supplements or GSA schedule terms, (ii) contract provisions that have been flowed down from a contract with the U.S. Government, and

(iii) the Changes and Termination for Convenience articles, shall be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government.

16. DISPUTE RESOLUTION.

<Reserved>.

17. OTHER.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas without regard to conflicts of laws provisions thereof.

Both GISinc and Customer will comply with all laws applicable to the Agreement.

All notices given under the Agreement will be effective wen received in writing. Notices to the Customer and GISinc will be sent to the address provided in the proposal.

Changes to the Agreement must be in writing and must be signed by both parties.

18. COMPLETE AGREEMENT.

Customer acknowledges that it has read the Agreement, understands it and agrees to be bound by its Terms and Conditions. This contract contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Customer and GISinc related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and is signed by Customer's authorized representative and an authorized representative of GISinc.