

## CO-OPERATIVE PURCHASE AGREEMENT NO. 2985

### e-Builder Enterprise Software

THIS **e-Builder Enterprise Software Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and e-Builder Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

1. **Co-operative Agreement.** Contractor has agreed to provide e-Builder Enterprise Software in accordance with its agreement with GSA Schedule-GS-35F-408AA (the "Co-operative Agreement"), which is incorporated by reference herein as if set out here in its entirety. In the event of a conflict between this Agreement and the Co-operative Agreement, this Agreement shall govern to the extent allowed by the Co-operative Agreement.
2. **Scope.** Contractor will provide e-Builder Enterprise Software in accordance with the attached Statement of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
3. **Term.** This Agreement is for five years. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period.
4. **Compensation and Payment.** This Agreement is for an amount not to exceed \$3,795,755.48, subject to approved amendments and changes. All pricing must be in accordance with the attached Quote, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

Invoices will be mailed to the following address:

City of Corpus Christi  
Attn: Accounts Payable  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

5. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Holly Houghton  
IT Business Analyst III  
1201 Leopard St., Corpus Christi, TX 78401  
Phone: 361-826-3753  
Fax: n/a

**IF TO CONTRACTOR:**

e-Builder Inc.  
Attn: Jeanne Prayther  
CFO  
13450 W. Sunrise Blvd., Suite 600, Sunrise, FL 33323  
Phone: 800-580-9322  
Fax: n/a

6. **Entire Agreement.** This Agreement, along with the Co-operative Agreement, constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

[Signature Page Follows]

**CONTRACTOR**

DocuSigned by:  
Signature: Jeanne Prayther  
069833B5563C42B...  
Printed Name: Jeanne Prayther  
Title: Chief Financial Officer  
Date: 3/24/2020

**CITY OF CORPUS CHRISTI**

Kim Baker  
Director of Contracts and Procurement  
Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Assistant City Attorney Date

**Attached and Incorporated by Reference:**

Attachment A: Scope of Work  
Attachment B: Bid/Pricing Schedule  
Attachment B1: Travel Reimbursement for Contractors  
2019

**Incorporated by Reference Only:**

Co-operative Agreement: GSA Schedule-GS-35F-408AA

## Attachment A

### Scope of Work

#### Annual Software Subscription Scope:

- Unlimited Users
- Unlimited Projects
- Unlimited Document Storage
- 24x7 Technical Support
- Quarterly Enhancement/Upgrades
- Maintenance Releases
- Custom Development Maintenance
- Open API Maintenance Fee
- Business Intelligence (BI) Maintenance Fee *(If Applicable\*)*
- Sandbox Maintenance Fee
- BIM Maintenance Fee *(If Applicable\*)*
- AppXchange (15 Integration Points)
- FedRAMP
- Premium Training Bundle / Quarterly Release Training
- Premium Support

\*Customer is purchasing the e-Builder Enterprise Government Edition. The Government edition includes subscriptions to Business Intelligence and BIM. These product add-ons are not considered active as their activation, configuration, and training are not in scope. If activation of one of these product add-ons is desired, Customer agrees to pay for activation under a separate amendment to this Agreement.

#### Implementation Services Scope

Phase & Deliverables	Scope	Comments
<b>Project Kickoff &amp; Discovery</b>		
<b>Kick-off Meeting</b>	Included	2-4 weeks after contract execution
<b>Implementation Goals</b>	Included	Defined during Kickoff
<b>Success Matrix</b>	Included	Defined during Kickoff
<b>Initial Project Schedule</b>	Included	Defined during Discovery
<b>Data Gathering Guide</b>	Included	Defined during Discovery
<b>Project Design &amp; Requirements</b>		
<b>Solution Document</b>	Included	Requirements & Solution Design
<b>Project Configuration &amp; Testing</b>		

Phase & Deliverables	Scope	Comments
<b>Core Modules</b>	Home Projects Calendar Contacts Setup	
<b>Planning Module</b>	1-Templates	<ul style="list-style-type: none"> <li>Scenario Template</li> </ul>
<b>Cost &amp; Funding Module</b>	3-Templates	<ul style="list-style-type: none"> <li>Funding</li> <li>Budget</li> <li>Cash Flow</li> </ul>
<b>Schedule Module</b>	1-Templates	
<b>Forms Module</b>	Activation Only	Form Type(s): <ul style="list-style-type: none"> <li>60 Standard Forms</li> </ul>
<b>Process Module</b>	18-Processes	Structured Workflow(s): <ul style="list-style-type: none"> <li>Project Request (Creates Project &amp; Spawns Project Initiation) (PR)*</li> <li>Project Initiation (PI)</li> <li>Designer Selection (DS)</li> <li>Professional Services Contract Approval (Designer &amp; Consultants) (PSCA)</li> <li>Professional Services Invoice Approval (PSIN)</li> <li>Design Review (DR)</li> <li>Change Order (CO)</li> <li>Daily Inspection (DI)</li> <li>Payment Application Approval (PAYAP)</li> <li>Contract Approval (Master Commitment) (IDIQ)</li> <li>Construction Contract Approval (CCA)</li> <li>Permit Approval (PA)</li> <li>Documents Expiration Tracking (DET) (Certificates, Warranties, Insurance Policies, Etc.)</li> <li>Request for Information (RFI) (for Construction) - Can spawn a CO</li> <li>Request for Proposal (RFP) (for Services) - Can Spawn a PSCA</li> <li>Request for Quotation (RFQ) (for Engineers) - Can Spawn a CCA</li> <li>Project Closeout (PC)</li> <li>Construction Submittals (CSA)</li> </ul>

Phase & Deliverables	Scope	Comments
<b>Document Module</b>	1-Templates	
<b>Dashboard Module</b>	Activation Only	<ul style="list-style-type: none"> <li>Executive Summary</li> <li>Admin dashboard</li> </ul>
<b>Reports Module</b>	Activation Only	<ul style="list-style-type: none"> <li>120 Standard Reports</li> <li>+ 1 Log Report per Process Type</li> </ul>
<b>Submittal Module</b>	Standard	
<b>Time Tracking Module</b>	Standard	
<b>Portfolio Management Level Cost</b>	Standard	<ul style="list-style-type: none"> <li>Master Funding</li> <li>Master Commitments</li> <li>Master Commitment Changes</li> <li>Master Invoices</li> </ul>
<b>Import Toolkit</b>	Standard	+Use Training
<b>Single Sign-On (SSO)</b>	Standard	
<b>EZ File (Local)</b>	Standard	
<b>DocuSign</b>	8-Processes	e-Signature for the following processes: <ul style="list-style-type: none"> <li>Professional Services Contract Approval (PSCA)</li> <li>Design Review (DR)</li> <li>Change Order (CO)</li> <li>Contract Approval (IDIQ)</li> <li>Construction Contract Approval (CCA)</li> <li>Request For Information (RFI)</li> <li>Construction Submittal Approval (CSA)</li> <li>Payment Application Approval (PAYAP)</li> </ul>
<b>Sandbox</b>	Standard	Per the Sandbox Section Below
<b>Data Warehouse</b>	Standard	Per the Data Warehouse Section Below
<b>Project Training &amp; Adoption</b>		
<b>Admin Training</b>	2- Sessions Onsite	3 days Duration Each/ 5 Users Maximum Each Session
<b>End User Training</b>	2- Sessions Onsite	2 days Duration Each/20 Users Maximum Each Session
<b>Train-the-Trainer</b>	1- Session Onsite	2 days Duration/5 Users Maximum Each Session
<b>Onsite Support</b>	4- Sessions Onsite	4 Days Duration Each Session

Phase & Deliverables	Scope	Comments
<b>Adoption Calls</b>	4-Calls	Weekly call for 4-Weeks – Scheduled and Conducted by e-Builder Professional Services.

\*Project Request Process: To automate the creation of a Project from the Project Request Process, the following assumptions must be met during configuration.

1. Data entry fields from the Project Request Process are limited to the population of standard Project fields and Project Custom fields.
2. Automated application of templates is limited to the following template types:
  - Project
  - Budget
  - Cashflow
  - Schedule

## AppXchange™ Integration Scope

During the Discovery Phase of the implementation, the e-Builder Project Team will conduct an integration discovery session to identify and document the detailed system integration requirements. The scope of the integration is based on information provided by Customer at the time of contract execution and is subject to change based on the detailed requirements.

### Integration Methodology

e-Builder AppXchange will be used to integrate and share data between e-Builder Enterprise and **ArcGIS and INFOR**.

The e-Builder AppXchange integration platform includes options to deliver proven, configurable pre-built system integrations, self-service tools, and an extensible framework that delivers the power and flexibility capital construction owners need to easily solve complex business challenges.

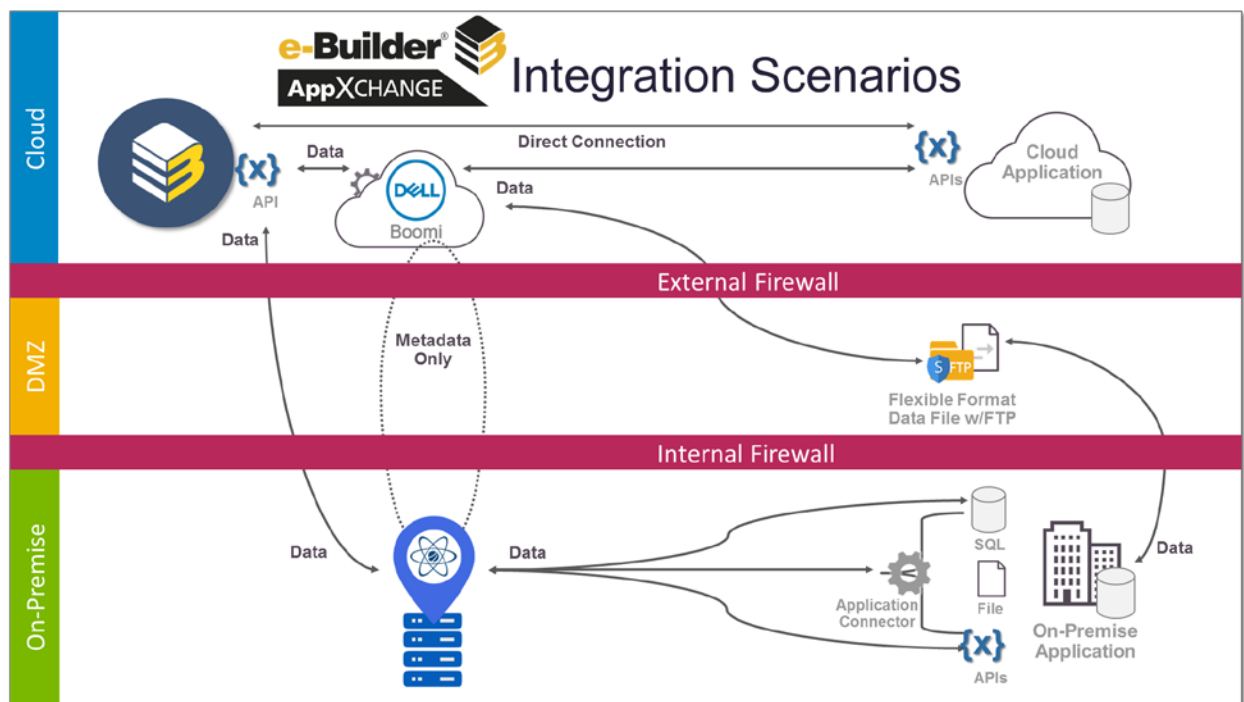
e-Builder has partnered with Dell Boomi™, the market leading Integration Platform as a Service (iPaaS), to easily, and cost-effectively, support all application integration needs across a hybrid IT infrastructure.

As part of the implementation, certified e-Builder AppXchange integration specialists work closely with business and IT teams to configure, test, and deploy each integration to ensure the final solution meets your needs. To accelerate the process, the integration specialists begin with application-specific integration workflow templates from the e-Builder AppXchange library. Then, visual drag-and-drop tools are used to efficiently design and configure integration workflows, field mappings, and data transformation rules to match e-Builder Enterprise configurations and the target application requirements.

## Integration Scenarios

The e-Builder AppXchange integration platform supports virtually any integration scenario, connecting e-Builder Enterprise to other SaaS applications in the cloud, securely exchanging data with on-premise applications behind your firewall, or any combination of the two. Organizational policy may place certain constraints on or dictate specific approaches for integrating applications. e-Builder AppXchange has the flexibility to accommodate these requirements.

e-Builder AppXchange supports integration with cloud applications through both direct API-to-API native integration and integration workflows modeled within the Dell Boomi platform available within e-Builder Enterprise. On-premise application integrations are executed from a small integration runtime engine installed by the customer on their network, where it can reach the target application.



## Integration Points

Based on the discussions with the Customer, the e-Builder team has identified the following integration data objects, which are included in this Agreement:

Integration Data Objects	Originating System	Receiving System	Description of Integration Point(s)
Project Information	e-Builder Enterprise	ArcGIS	Information to create the project record in ArcGIS



Integration Data Objects	Originating System	Receiving System	Description of Integration Point(s)
<b>Project Information</b>	ArcGIS	e-Builder Enterprise	Update e-Builder Project Custom Fields.
<b>Commitment</b>	e-Builder Enterprise	INFOR	Professional Services Contract Approval Request
<b>Commitment</b>	INFOR	e-Builder Enterprise	Professional Services Contract Approval Response
<b>Master Commitment</b>	e-Builder Enterprise	INFOR	IDIQ Contract Approval Request
<b>Master Commitment</b>	INFOR	e-Builder Enterprise	IDIQ Approval Response
<b>Commitment</b>	e-Builder Enterprise	INFOR	Construction Contract Approval Request
<b>Commitment</b>	INFOR	e-Builder Enterprise	Construction Contract Approval Response
<b>Commitment Invoice</b>	e-Builder Enterprise	INFOR	Payment Application Approval Request
<b>Commitment Invoice</b>	INFOR	e-Builder Enterprise	Payment Application Approval Response
<b>Commitment Invoice</b>	INFOR	e-Builder Enterprise	Payment Application Payment Response
<b>Commitment Invoice</b>	e-Builder Enterprise	INFOR	Professional Services Invoice Approval Request
<b>Commitment Invoice</b>	INFOR	e-Builder Enterprise	Professional Services Invoice Approval Response
<b>Commitment Invoice</b>	INFOR	e-Builder Enterprise	Professional Services Invoice Payment Response
<b>Time Tracking</b>	e-Builder Enterprise	INFOR	Time Tracking hours to be charged

### **Integration Assumptions**

- An Integration Point is defined as an integration data object transferred in one direction from one system to another via a single integration workflow.
- The integration pricing is based on the discussions and details provided by the Customer at the time of execution of this Agreement. Should additional details or requirements be identified during integration requirements session conducted by the e-Builder Project Team, such items may require additional scoping and will require approval by the customer, before being implemented.

- The Customer will configure and maintain the Secure FTP (SFTP) site for batch file transfer, if required for the integration.
- The Customer is responsible for making any configuration, development, programming or reporting changes to their respective internal system in order to support the integration method(s) and templates implemented.
- Any custom development provided under this Agreement is in support of the identified Data Objects, which represent individual integration instances between e-Builder and the Customer System. Additional integration points, integration instances, or systems not identified in this Agreement are subject to a change in scope.
- If the Customer requests for an e-Builder Developer to repair a non-functioning data point, due to a change in the Customers Data Source or any other reason, a separately executed amendment to this Agreement detailing the scope and cost will be required. The amendment will be developed and delivered by the e-Builder Account Manager assigned to the Customer's account.

## Custom Development Scope

The e-Builder team has identified the following custom development requirements provided by the Customer.

Custom Development Item	Description of Custom Development
<b>Automation Step</b>	In the Project Request process, there is a requirement to create the project once it is approved. Within a defined e-Builder Enterprise process, the system will automatically add the approved project without templates application.

## Managed Services

Customer is purchasing e-Builder Managed Services which is one (1) Half Time (1/2) e-Builder Managed Services resource to be assigned to perform Professional Services tasks which include:

- e-Builder administration
  - Creation of new user accounts
  - Setting up permissions
  - New process Rollouts
  - General user support
  - Project administration
  - Account maintenance (e.g. role and user clean up)

- e-Builder Training and Education
  - Creating and maintaining training materials
  - New user basic training
  - Workflow training
  - Administrator training
  - Training on new features
- Data Analysis
  - Evaluate use of cost management
  - Leverage best practices
- Process Improvement and process rollouts
  - Provide training on process design
  - Conduct design sessions and requirements documentation
  - Process testing
- Reporting assistance
  - Report cleanup
  - Create reports and report subscription
  - Dashboard creation and modification

**Place of Performance:** The Managed Services resource will perform the above Professional Services tasks onsite and remotely. The following are assumptions related to Travel to the Customer's site:

- (6) Six Man Trips are required per year. The rest of the Managed Services work will be performed remotely.
- All Travel shall occur during hours allotted in the half time Managed Services work schedule.

**Term:** e-Builder shall be afforded ninety (90) days to one-hundred and twenty (120) days from the time of the full execution of this Agreement (and Purchase Order receipt, if applicable) to provision the Managed Services resource. The Term shall be one (3) year from the Notice to Proceed. The Notice to Proceed will occur before project kickoff. There is preparation work needed. A project plan will be done before project kickoff. e-Builder and Customer will agree on the Notice to Proceed date after e-Builder has assigned the Managed Services resource.

**Schedule:**

- When Customer purchases its (1) One e-Builder resource under this Agreement, it means the Managed Services resource is dedicating (50%) fifty percent of its time to support Customer. Customer is guaranteed its resource for (80) eighty hours per month, however Customer is not allowed to transfer any "unused" hours from the then-current month to future months, assuming the e-Builder Managed Resource is directed to work by the Customer to work less hours than allotted.
- Scheduled time off for the Managed Services resource will be requested and approved according to e-Builder's time off process and policies. The Customer will be notified of scheduled time off

requests upon approval. Scheduled time off includes paid time off (“PTO”), holidays, and e-Builder sponsored employee events. Customer agrees that the annual fee includes time for scheduled time off.

- Unscheduled time off for the Managed Services resource will be requested and approved according to e-Builder’s procedures and policies. The Customer will be informed of unscheduled time off upon approval. Unscheduled time off includes sick leave, medical leave, etc.

**Disclaimer:**

- Managed Services does not include any development hours. If custom development is needed for any projects being worked under this Managed Services contract, an amendment to this Agreement will be created. Common custom development items include custom reporting and integration.
- e-Builder reserves the right to change the assigned resource and provide a satisfactory replacement.

## **Other Annual Subscription Detail Items**

### ***Premium Training Bundle / Quarterly Release Training***

e-Builder will provide onsite training for each quarterly enhancement release. The offering provides 2-days of onsite training on new functionality and assistance with configuration and implementation of new functionality per quarter. This training ensures you are maximizing your ROI by taking advantage of the newest functionality and capabilities within e-Builder Enterprise. Travel and Expenses will be billed as incurred.

### ***Premium Support***

e-Builder will provide a dedicated team of e-Builder Enterprise subject matter experts knowledgeable in the Customer’s configuration. The dedicated team members are focused solely on Premium Support Customers. The value the Customer’s e-Builder Enterprise administrators can expect from this service is to work with team members who have a deep and broad knowledge of the Customer’s specific e-Builder Enterprise configuration, vertical and industry best practices. Premium Support tasks include:

- One point of contact for questions and problems
- Weekly communication of Customer’s case summary, status and next steps
- Support for Customer’s team during planned maintenance activities on production platform
- Proactive case monitoring
- Provide health check of e-Builder Enterprise configuration, including security and processes twice a year
- Conduct how to’s and refresher admin one-to-one training
- Provide demonstrations and recommendations to maximize Customer’s investment in e-Builder Enterprise

- Early one-to-one reviews of upcoming releases to determine potential impact on Customer's e-Builder Enterprise configuration

### ***AppXchange Open API***

**Open Integration Layer Design** - The e-Builder Enterprise Application Architecture has a tiered design with an Integration Layer which uses the Microsoft .NET framework to promote interfacing and exchanging data with our customers' existing or future systems. The options for interfacing and exchanging data are managed with e-Builder Enterprise's included tools to support:

- ✓ Ad-Hoc or On-demand Interfacing
- ✓ Batch Interfacing
- ✓ Web Services, Real-time Interfacing
- ✓ Workflow Driven Interfacing with Application Programming Interfaces (API's)

Our RESTful Web Services API's support integration with other systems and facilitate real-time data exchanges.

As part of our efforts to improve our integration capabilities, our AppXchange offering provides customers with the option to integrate with e-Builder Enterprise using Dell Boomi's Integration Platform as a Service (iPaaS). This enables customers to use application connectors (e.g., ERP, accounting, etc.) to quickly configure new integrations between e-Builder and the most commonly used enterprise applications (e.g., Oracle, Lawson, Salesforce, SAP, etc.).

### ***EZ File Transfer Tool (EZ File)***

e-Builder Enterprise provides an Easy File Transfer tool (EZ File) for the movement of document files. The EZ File tool makes it easier for our clients to upload and download many files on a frequent basis. For example, clients that wish to support the BIM file coordination process within e-Builder Enterprise would find value with this service. The EZ File is a supported file transfer service built into the e-Builder Enterprise architecture. It provides a "doorway" into the folders and files stored on the e-Builder servers. Using the e-Builder EZ File, our clients can upload and download files and folders between e-Builder and their computers without having to work directly within the e-Builder application in a browser. EZ File utilizes an industry standard file transfer method called WebDAV (Web-based Distributed Authoring and Versioning). WebDAV is commonly used to publish and manage files and directories on a remote web server. EZ File requires Customer to use a 3rd party WebDAV user interface client to manage the upload and download process. e-Builder's EZ File tool includes one (1) license to Syncovery. Any additional licenses or any additional upgrades to Syncovery required by Customer are not included and are Customer's responsibility. For both manual uploads and automated using the EZ File, the folder location(s) is determined by the user.

## **Sandbox**

e-Builder will provide the Customer with one (1) e-Builder Enterprise Sandbox for the CIP Solution. The e-Builder Enterprise Sandbox is a copy of the Customer's production environment configuration. This environment can be used for testing and validation purposes.

The following services will be performed to deliver the e-Builder Enterprise Sandbox:

1. **Initial Setup** – The design and configuration of an e-Builder Enterprise Sandbox environment. This environment will, include a copy of all configuration and database information from the Customers e-Builder Enterprise production account for CIP. In addition, customer may request up to 10 GB of documents from one or more projects to be loaded from the production account to the sandbox environment.
2. **Ongoing Maintenance** - Ongoing maintenance and support of the Customer's e-Builder Enterprise Sandbox will include the following:
  - a. Server infrastructure and software updates; and
  - b. Up to one (1) data refresh per month. The Customer will notify their e-Builder Account Manager at least one (1) week prior to when a data refresh is needed. This data load will be from the Customer's e-Builder Enterprise production account. A data refresh will remove all previous information and configuration data from the sandbox environment and replace it with a current copy of production configuration and data.

**e-Builder Enterprise Sandbox Summary** - The purpose of the Sandbox environment is to serve as a test environment for the Customer. There are certain functionalities and services that are and are not included. The e-Builder Enterprise Sandbox is a separate environment from Production and is provided on a different server hardware configuration. As such, performance is not guaranteed to be the same as your production environment.

### **Features and Services included in the Sandbox environment:**

- e-Builder Enterprise Application
  - Processes
  - Scheduled Tasks
  - Automated Steps
  - Standard Reporting
  - Standard Search
  - Import and Export
  - e-Builder API Access
  - Up to 10 GB of Document Storage

### **Features and Services not included in the Sandbox environment:**

- Email Notifications
- Subscriptions
- Inbound (Document, workflow, or messaging)
- Single Sign-On Services
- Scheduled Reports
- Business Intelligence Reports
- Fax Services
- Document Content Search
- Document Redlining
- Bidder Portal
- BIM 3D Modeling Service
- File Synchronization (EZ File Transfer Tool)
- Project Equipment Functionality

### ***Single Sign-On (SSO)***

**Single Sign-On (SSO)** – e-Builder supports Single Sign-On through a number of federated identify standards: SAML 2.0 (Security Assertion Markup Language) and WS-Federations. If the Customer already has a SAML or WS-Federation compliant identity management system in place (e.g., Ping Federate, Oracle Access Manager/COREid, Tivoli Access Manager, Site Minder for SAML or MS Active Directory for WS-Federations), e-Builder will be able to integrate directly.

The scope assumes that Customer has installed an IDP SSO server supporting SAML 2.0 and it is up and running. Standard SSL port 443 will be used to secure data over the internet. e-Builder Enterprise currently supports only IDP initiated SSO connections.

### ***Data Warehouse***

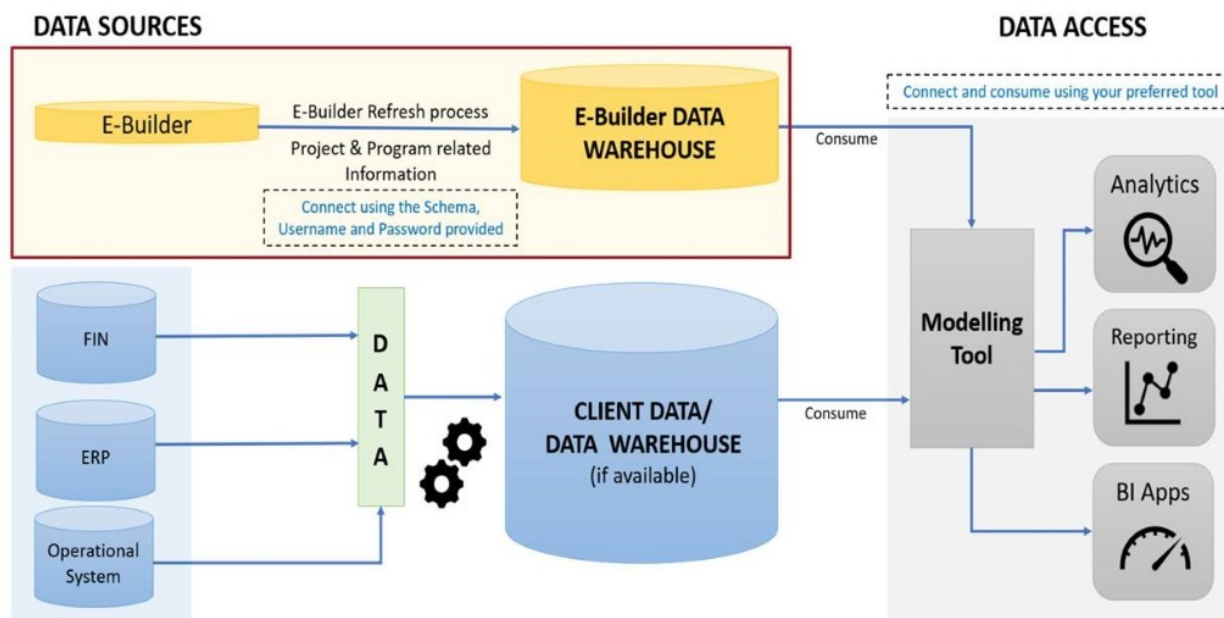
Data Warehouse is provided as a Companion Product\* to e-Builder Enterprise which provides capital project performance data for use in enterprise reporting. It allows you to combine data with other enterprise data sets, including Enterprise Resource Planning, Customer Relationship Management, Human Capital Management, and other public or proprietary data for actionable intelligence or decision making. Most organizations will use best in class Business Intelligence solutions such as Tableau, Power BI, Qlik, Hyperion, Cognos or other platforms on top of or in concert with the e-Builder Data Warehouse. With e-Builder Enterprise Data Warehouse, you can leverage your own experts to extract value from capital improvement data, visualize information, publish dashboards through top Business Intelligence tools, and build trust through data democratization.

e-Builder provides the e-Builder Administrator with an endpoint and credentials (Schema, Username and Password). Through our Professional Services organization, e-Builder will test to ensure you are connected and onboard your delegates (description below). Professional Services are required as per the description below. How you connect to the Data Warehouse is dependent upon the Business Intelligence (BI) and Modeling tool that your organization chooses.

During the Design Phase of the implementation, the e-Builder Project Team will help you to connect to the Data Warehouse and onboard your delegates (description below). How you connect to the Data Warehouse is dependent upon the Business Intelligence (BI) and Modeling tool that your organization chooses.

### Connectivity to Data Warehouse

e-Builder provides you with an endpoint and credentials (Schema, Username and Password).



### Professional Services Onboarding

To support your e-Builder Data Warehouse initiative, a Professional Service representative will remotely deliver the following:

1. Facilitate and Host a Kick – Off Meeting
2. Provide technical documentation to IT (or delegate team) team and confirm connectivity
3. Work with customer analytics team – walking through data structure map in e-Builder by module. Examples might include Forms/Processes, Documents/Submittals, and Cost
4. Facilitate Meetings & Follow Up calls

The Professional Services organization is not scoping work as Data Experts, 3<sup>rd</sup> Party Integration, BI Experts, or Data Advisors. Professional Services is happy to:

1. Answer GENERAL questions about connecting to the Data Warehouse.
2. Provide a warm introduction to Partners that are experts in Data Warehouse and Business Intelligence for Capital Program Management clients.

Once established, and connectivity is confirmed, the customer will need to adopt a self-service approach. This typically follows the company's Data Strategy. The Data Warehouse Users (e.g. Analyst/Scientist) will bring the expertise in their specific data environment and connectivity requirements.



## Services and Support

Availability: The e-Builder Enterprise Data Warehouse is refreshed one time in a 24 hour period. The refresh will be determined by region, generally [OVERNIGHT], starting at midnight in the region.

Support: The e-Builder Administrator will follow the same process to request support by logging a ticket for Data Warehouse.

## Infrastructure Overview

e-Builder leverages Amazon Web Services, Inc.™, the world's most comprehensive and broadly adopted cloud platform, to deliver the Enterprise Data Warehouse. The services include Matillion ETL for Amazon Redshift to ensure fast data load performance, simple configuration, Internet hosting, and data warehouse. This infrastructure enables e-Builder to take advantage of power, performance, and cost competitive tools. The benefit to customers is that there is access to purpose-built technology to process data in multiple regions based on standard industry protocols. Amazon publishes / maintains the most current list of Business Intelligence Partners online. Please check for the most up-to-date list.

## FedRAMP

The e-Builder Enterprise FedRAMP Edition project management information system (PMIS) is being purchased and it provides Federally approved levels of security controls and compliance features not offered by public clouds. Federal, state and local governments will benefit from this additional level of security that is federally mandated. e-Builder is now designated by the FedRAMP Program Management Office (PMO) as a FedRAMP Ready solution for their Readiness Assessment Report (RAR) program, making it easy for US Federal Agencies to implement modern Software-as-a-Service (SaaS) project management in their construction organizations.

Disclaimer: e-Builder's FedRAMP software is currently designated as "FedRAMP Ready". Customer agrees that there is no obligation for e-Builder to achieve "FedRAMP Approved" designation.

The Federal Risk and Authorization Management Program (FedRAMP) is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. FedRAMP is mandatory for Federal Agency cloud deployments and service models at the low and moderate risk impact levels. Additional information on FedRAMP, including the FedRAMP Concept of Operations (CONOPS) and Guide to Understanding FedRAMP. Additional information about e-Builder Enterprise Government Edition can be found here: <https://marketplace.fedramp.gov/#/product/e-builder-enterprise-government-edition?sort=productName>.

## Customer Responsibilities & Implementation Assumptions

The following responsibilities and assumptions are necessary for the successful completion of this implementation. In the event that an item below does not occur in the manner or time frame defined, e-Builder may request to meet with the Customer and mutually agree upon an adjustment to the schedule, work activities and fees.

- The Customer will make best efforts to ensure the committed participation of all appropriate technical and user personnel throughout the project, including but not limited to periodic status reviews. Customer resources provided during the technical and functional sessions must be empowered to make decisions on project direction.
- The e-Builder implementation team will work jointly with the Customer team to resolve all issues including those impacting the scope and timeline. Issues that may impact the progress and the schedule will be documented. If the issue is critical, e-Builder will present the issue to the Customer in writing as quickly as possible. Once the issue is presented in writing the Customer is expected to respond within two (2) business days. If the issue cannot be resolved within two days, they will notify e-Builder and arrange a meeting with all relevant personnel to resolve this issue. Failure to do so could impact the cost and schedule of the e-Builder implementation project.
- All necessary content (data, text and graphics) will be provided to e-Builder prior to the creative processes (if applicable).
- Unless specifically identified as deliverables within this document, Customer will enter any historical data from past projects to enable historical analysis.
- Unless specifically identified as deliverables within this document, data migration, system integrations or custom development of any kind is not included within the scope of the e-Builder implementation project. These items can be included through the change management process if identified as required items.
- All change requests received and approved will be listed on an amendment to this Agreement. Each Amendment must be signed and accepted prior to initiating additional work by e-Builder.

## Attachment B

### Bid / Pricing Schedule

The following details the investment summary for the **Annual Software Subscription** and the **One-Time Implementation Services** for the e-Builder Enterprise™ system.

#### Annual Software Subscription

SIN	Part Number	Product Description	Quantity	Annual Price
<b>132-52</b>	eB-Ent-Gov-300M-Capital_Program	e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to \$300 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 300M Capital Program, Business Intelligence Add-on, Sandbox, oData API, and BIM	1	\$217,086.47
<b>132-52</b>	EB-APPX-SUB-Platform	e-Builder AppXchange platform subscription which includes up to 5 Integration points. One-year subscription license. Requires purchase of SIN 132-51 for implementation	1	\$23,924.69
<b>132-52</b>	EB-APPX-SUB-SIP	e-Builder AppXchange subscription for up to 5 additional points. Requires purchase of SIN 132-51 for implementation	2	\$29,662.98
Item		Scope Variable	Annual Price	
<b>Single Sign-On (SSO)</b> Open Market		Annual Subscription	\$7,995.00	
<b>Premium Training Bundle</b> Open Market		Annual Quarterly Release Training (2-days onsite/quarter)	\$17,970.00	
<b>Premium Support</b> Open Market		Annual Premium Support	\$42,000.00	
<b>Data Warehouse</b> Open Market		Annual Subscription	\$47,759.02	

<b>EZ File</b> Open market	Annual Subscription	\$2,995.00
<b>FedRAMP</b> Open Market	Annual Subscription	\$108,543.24
<b>Custom Development Maintenance</b> Open Market	Annual Subscription	\$516.02
<b>GSA Quantity Discount for Task Orders Over \$250,000- 1%</b>		<b>(\$4,984.52)</b>
<b>Total Annual Software Subscription</b>		<b>\$493,467.90</b>

### Annual Managed Services

SIN	Part Number	Product Description	UOI	Annual Price
<b>132-51</b>	Managed Services- 50% FTE – Tier 1	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 1020 hours of service per year included in prices. Tier 1 applies to all locations across the continental United States except Metro New York and San Francisco	Annual	\$129,672.54
<b>GSA Quantity Discount for Task Orders Over \$250,000- 1%</b>				<b>(\$1,296.73)</b>
<b>Total Annual Software Subscription</b>				<b>\$128,375.81</b>

### One-Time Implementation Services

Item	Scope Variable	Hours	Price
<b>e-Builder Enterprise Implementation, Setup, Deployment, Training, &amp; On-site Support</b>	Per <b>Implementation Services Scope</b> section below	2,013.00	<b>\$345,106.10</b>
e-Builder AppXchange	Per <b>e-Builder Enterprise AppXchange Integration Scope</b> section	483.00	<b>\$82,980.52</b>
<b>GSA Quantity Discount for Task Orders Over \$250,000- 1%</b>			<b>(\$4,280.87)</b>

<b>Total One-Time Implementation Services</b>	2,496.00	<b>\$423,805.75</b>
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**Labor Proposal GSA Detail – Breakdown of Hours per Resource Based on Above Implementation Scope**

SIN	Labor Category	Rate	Hours	Price
132-51	Project Manager II	\$186.20	429.00	\$79,879.80
132-51	Business Analyst	\$168.46	2,067.00	\$348,206.82
<b>GSA Implementation Proposal</b>				<b>\$428,086.62</b>

**Total e-Builder Enterprise Year 1 Investment**

Item	Price
Total Annual Software Subscription	\$493,467.90
Total Annual Managed Services	\$128,375.81
Total One-Time Implementation Services	\$423,805.75
Year 1 Travel Expenses (33 Trips)	\$75,900.00
<b>Total Year 1 Investment</b>	<b>\$1,121,549.46</b>

**Total e-Builder Enterprise Investment – Initial Term**

Item	Price
Total Year 1 Investment	\$1,121,549.46
Year 2 Annual Subscription	\$621,843.71
Year 2 Travel Expenses (10 Trips)	\$23,000.00
Year 3 Annual Subscription	\$621,843.71
Year 3 Travel Expenses (10 Trips)	\$23,000.00
Year 4 Annual Subscription (5% Increase)	\$652,935.90
Year 4 Travel Expenses (10 Trips)	\$23,000.00
Year 5 Annual Subscription (5% Increase)	\$685,582.70
Year 5 Travel Expenses (10 Trips)	\$23,000.00
<b>Total Initial Term Investment</b>	<b>\$3,795,755.48</b>

## Payment Terms

- **Annual Software Subscription:**

The total Annual Software Subscription of \$493,467.89 is due upon the full execution of this Agreement. For subsequent renewals, e-Builder will invoice the Annual Software Subscription thirty (30) days prior to the anniversary date of the execution of this Agreement, and such invoice shall be due on the anniversary date of the execution of this Agreement. Customer may terminate this Annual Software Subscription for convenience on not less than sixty (60) days' written notice to e-Builder. All properly due and any previously paid subscription fees (both used and unused) for the current contract year shall be non-refundable and forfeited in the event Customer terminates for Convenience..

- **Payment for One-Time Implementation Services** is as follows: fees shall be invoiced, and be due and payable, as follows: (i) fifty (50%) percent on the full execution of this Agreement; (ii) twenty-five (25%) percent within sixty (60) days from the full execution of this Agreement; and (iii) twenty-five (25%) percent upon commencement of training on use of the SaaS Service. Customer may terminate the One-Time Implementation Services on not less than sixty (60) days' written notice to e-Builder. All earned, but unpaid, fees for the One-Time Implementation Services must be paid in full before the termination becomes effective.

- **Payment for the Annual Managed Services term** will be billed quarterly in advance. The first of the twelve quarterly payment is due upon the Start of Work of the Managed Services resource by e-Builder. Sixty (60) days notice prior to the expiration of the Managed Service Term of this Agreement is required if Customer wishes to: (1) terminate or (2) change the scope of work of the resource. This Managed Services resource will only renew upon the mutual written agreement of the Parties. For subsequent renewals, e-Builder will invoice the first quarterly invoice thirty (30) days prior to the anniversary date of the managed service start date, and such invoice shall be due on the anniversary date of the anniversary date of the managed service start date. Customer may terminate this Annual Managed Services for convenience on not less than sixty (60) days' written notice to e-Builder. All properly due and any previously paid subscription fees (both used and unused) for the current contract year shall be non-refundable and forfeited in the event Customer terminates for Convenience.

- **Travel and Expenses for One-Time Implementation Services** - Travel expenses are included in the above investment for estimation purposes only, but the Parties agree that Travel and Expenses are not part of the One-Time Implementation Services investment and are invoiced separately. These expenses are considered OPEN MARKET and will be billed as incurred as actuals in accordance with Customer's Travel Reimbursement Policy which is incorporated into the Agreement as Attachment B-1.

- **Travel and Expenses for Managed Services** - Travel expenses are included in the above investment for estimation purposes only, but the Parties agree that Travel and Expenses are not part of the One-Time Implementation Services investment and are invoiced separately. These expenses are considered OPEN MARKET and will be billed as incurred as actuals will be billed as

incurred as actuals in accordance with Customer's Travel Reimbursement Policy which is incorporated into the Agreement as Attachment B-1.

- **Travel and Expenses for Premium Training Bundle** - Travel expenses are included in the above investment for estimation purposes only, but the Parties agree that Travel and Expenses are not part of the One-Time Implementation Services investment and are invoiced separately. These expenses are considered OPEN MARKET and will be billed as incurred as actuals will be billed as incurred as actuals in accordance with Customer's Travel Reimbursement Policy which is incorporated into the Agreement as Attachment B-1.

**OUT OF TOWN TRAVEL FOR CONTRACTORS**

Reimbursement for Contractors that have contracts with the City that contain travel reimbursement, must comply with this policy unless otherwise noted in their contract.

**I. Transportation:**

Mileage Reimbursement:

For a Contractor to receive mileage reimbursement, the Contractor must meet the following criteria:

- Have a valid Driver's License for the class of vehicle driven;
- Maintain current proof of minimum liability insurance coverage as required by the State of Texas.
- Maintain the vehicle in compliance with applicable state laws.

When traveling by vehicle, reimbursement will be made for self-parking only.

Contractors are responsible for accurately reporting mileage for reimbursement.

Failure to provide accurate and complete information will be considered non-reimbursable.

Car Rental:

In the event that a Contractor must utilize a rental car for business travel, a small to mid-size car should be requested at the most economical rate to the City.

Airfare:

The Contractor should reserve the lowest priced domestic coach class airfare at time of booking in order to keep costs to the City down to a minimum.

Reservations should be made as early as possible in order to minimize cost to the City.

Luggage fees are reimbursable, but upgrades and preferred seating charges are not unless due to extraordinary circumstances and subsequently approved by the Department Director.

Dues for airport or airline frequent flyer programs are not reimbursable.

**II. Lodging and Meals:**

Overnight Travel for Meals and Hotel Expenses:

Expenses for meals and all tips involving overnight travel will be paid on a per diem basis based on meal charges recommended by the federal per diem rate.

Destination cities that are not listed will be reimbursed at the standard continental United States (CONUS) per diem rate. The rates can be accessed at [www.gsa.gov](http://www.gsa.gov).

When a Contractor travels only part of the day, the federal per diem rate may not be claimed for the entire day. The following times should be considered when requesting meal reimbursement for partial days:



<u>Departure Time</u>	<u>Returning Time</u>	
Before 8am	Before 12pm	Breakfast
By 12pm	12pm – 5pm	Lunch
By 5pm	After 5pm	Dinner

Contractors are expected to use good judgment in minimizing such cost to the City.

If a Contractor incurs costs for Internet connections and/or other business-related costs while on City business, City will reimburse with receipts.

### **III. Non-Allowable Expenses:**

The cost of alcoholic beverages, laundry/dry cleaning, in-room movies, tours, personal entertainment, limousines, expenses related to a personally owned vehicle, parking and traffic violations, lost baggage, and spouse or other family expenses are specifically excluded from reimbursement except when approved by the City Manager as "extraordinary expenses".

All reimbursements **MUST** be submitted in writing with required receipts attached.