



CITY OF HOUSTON
HCD Purchasing Unit 3200

PO NUMBER MUST APPEAR ON ALL PAYMENT AND
DELIVERY CORRESPONDENCE

PURCHASE ORDER

Vendor Address
Vendor Address Number 142335
XACTWARE SOLUTIONS INC
1426 E 750 N
OREM UT 84097
USA

Information
Purchase Order Number/Date 4500311816-0 / 10/15/2019
CoH Vendor Number 142335
Page 1 of 1
Buyer's Name Clarence Moton 454
Buyer's Telephone Number 832-394-6212
Buyer's Fax Number
Buyer's E-mail Address clarence.moton@houstontx.gov

CONFIRM RECEIPT AND ACCEPTANCE OF PURCHASE ORDER
TO BUYER'S E-MAIL ADDRESS

Mail Invoice to
COH HOUSING & COMMUNITY DEV
FINANCIAL SERVICES SEC, ACCT PAY
P.O. Box 1562
HOUSTON TX 77251-1562

Shipping Address HOUSING & COMMUNITY DEVELOPMENT
PROCUREMENT SERVICES
2100 TRAVIS, 9TH FLOOR
HOUSTON TX 77002
USA

Terms of payment : Pay net 30 w/o deduction Currency USD

Shipping Terms FOB(Free on board) /DESTINATION

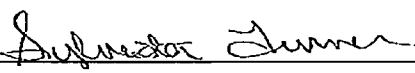
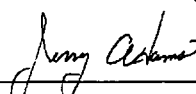
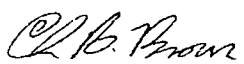
Your person responsible: DARREN GOOCH

Item	Quantity	UM	Material # / Description	Unit Cost	Extended Cost
10	1.00	AU	20880 SOFTWARE, MICROCOMPU XACTWARE ONE TIME SET-UP FEE Please refer to Letter of Agreement submitted on September 23, 2019.	4,500.00 / AU	4,500.00
	Gross Price		4,500.00 USD	1 AU	4,500.00
			Expected value of unplanned services:	4,500.00	
Delivery Date: 10/15/2019					
Total ****					USD 4,500.00

The Terms and Conditions specified on <http://purchasing.houstontx.gov> will apply.

I hereby certify a certificate of the necessity of this expenditure is on file in this department.

I hereby certify that the expenditure for the above goods has been duly authorized and appropriated and that sufficient funds are available to liquidate same.

 Mayor
 Chief Procurement Officer
 Controller

September 23, 2019

XACTWARE®

Orson Pate
City of Houston, Texas
601 Sawyer, #320
Houston, TX 77007

Re: Use of Xactware's XactAnalysis Product

Dear Orson:

This letter is to serve as confirmation that the City of Houston, Texas intends to use Xactware's XactAnalysis product in its workflow with STAFF. To this end, Xactware and the City of Houston, Texas agree as follows:

1. Customer's use of XactAnalysis shall be governed by the product license agreement distributed online with XactAnalysis.
2. Customer agrees to pay the \$3,500.00 for the cost of the of the Dataset.
3. Customer shall be charged a license fee of \$19.50 for each assignment (or current contracted rate in place), on each assignment received through XactAnalysis. Customer shall make payment to Xactware within thirty (30) days of a receipt of an Xactware invoice.
4. If you agree to the terms and conditions set for in this letter, please indicate so by signing in the space provided below and returning the letter to my attention. If you should need any further information or clarification on this subject, please do not hesitate to contact me at (214) 901-3112.

Sincerely,

Jason Clark
Account Executive, Mid-Market Sales

AGREED AND ACCEPTED BY:

City of Houston, Texas

By: Keith W. Bynam

Name: KEITH W. BYNAM

Title: Deputy Director

Date: 9/23/19

Xactware Account Number: New Account

Address: _____

Xactware Product License Summary

This Product License Summary (“Agreement”) outlines the relationship between XACTWARE SOLUTIONS, INC. (“Xactware”), a Delaware corporation, and the Housing and Community Development Department of the City of Houston (“Customer”), a government entity. This document shall be effective as of November 1, 2019 (“Effective Date”).

WHEREAS, Xactware is the owner of certain software, licenses, products and services (hereinafter referred to as the “Licensed Product(s)”); and

WHEREAS, it is the desire of Xactware and of Customer that Customer obtain certain limited rights of use of the Licensed Product(s) as more fully described below.

NOW THEREFORE, for sufficient, good and valuable consideration, the parties agree as follows:

1) Xactware grants Customer certain limited rights to the products listed below during the term of this Agreement.

- _____ Xactimate
- _____ XactContents
- X XactAnalysis
- _____ XactAnalysis Quality Review Tool

2) Customer shall commit to the following minimum license(s) of the Licensed Product(s) per year:

XactAnalysis (Minimum number of Assignments per year): 5,000

XactAnalysis (Number of licensed users): up to 20

3) The pricing for the Licensed Product(s) shall be as follows:

XactAnalysis

per Assignment up to 6,000 Assignments per year: \$17.66

per set Assignment above 6,000 Assignments per year: \$19.00

Xactware and Customer agree to negotiate in good faith if Customer exceeds 6,000 Assignments per year.

XactAnalysis per licensed user: Up to 20 licensed users included with the XactAnalysis volumes identified above.

Each Assignment shall be counted once as Xactware receives the Assignment. An Assignment shall be deemed to be received when a separate Assignment record is created in the XactAnalysis system. Assignments may be received through the Customer electronic data exchange connection, through the Create Duplicate Assignment functionality, manually through the Send Work Assignment screen, through referral Assignments, or any other method in which a separate Assignment record is created. Each Assignment shall be counted once, regardless of the amount of supplemental activity on that particular record.

The fee for initial standard XactAnalysis setup is \$3,500.00, which includes the initial data set defining Customer’s reporting environment or organizational structure to be used in conjunction with XactAnalysis, and at Customer’s request, will include up to 5 hours of project management provided remotely (phone, email, video conference), access for up to 3 of Customer’s employees for 30 days to the XactAnalysis Online course available via the Xactware Online Training Center, 2 hours of consulting, and 1 hour of video conference training with an XactAnalysis trainer (collectively the “Dataset Training”). Such Dataset Training shall be provided remotely by Xactware. Customer will have six months from the Effective Date to use all Dataset Training, any unused Dataset Training will then expire. Should additional training or consulting be needed, Customer may request Xactware provide those services at Xactware’s then-current rates. Customer may request additional data sets to be used in conjunction with XactAnalysis at a fee of \$2,500.00 each.

Data Exports per record: \$.50

Upon Customer's written request an Electronic Data Interchange ("EDI") can be implemented by Xactware for use with XactAnalysis if agreed to by the parties. The fee for initial EDI setup is \$4,500.00 which includes the initial XactAnalysis Assignment import and any of the following data exports; Note, Status, Assignment, Estimate, Custom Document (the "Standard EDI Setup"). The Standard EDI Setup fee covers a generic setup for each of these processes and accounts for 20 hours of setup, testing, and telephonic and/or online consulting.

It is recommended that an EDI design call take place immediately following execution of the Agreement to establish whether Customer will require additional work beyond the Standard EDI Setup. Any EDI projects requiring additional consulting or custom configuration beyond the Standard EDI Setup, or after the initial request by Customer, will be billed according to a separate Supplement signed by both parties.

Xactware will configure the Standard EDI Setup in a test environment. It is expected that Customer will complete full cycle testing to validate all EDI processes are working as expected. Customer must provide written confirmation to Xactware once Customer testing has been completed. Xactware will then configure the Standard EDI Setup in the production environment.

Customer acknowledges and agrees that the time frames for testing and completion will vary according to Customer's unique circumstances, which include, but are not limited to, Customer's technological knowledge, hardware, personnel, and claims management system.

Customer will be invoiced based upon the minimum commitments identified above and payable as identified under Payment Options below. Usage volumes above the minimums identified shall be invoiced in addition to the invoice amount for the minimums beginning at the time the minimums are exceeded. At the end of each contract year, any unused prepaid Assignments will expire.

4) Customer shall make payment to Xactware as follows:

Monthly: \$7,358.33

X Quarterly: \$22,075.00

Annually: \$88,300.00

All payments are due in advance of the period, with the initial payment due upon execution of this Agreement. All prices shall be adjusted upward annually to reflect COLI.

If Customer does not have access to any of the Licensed Product(s) as of the Effective Date, the applicable Licensed Product(s) shall be prorated during the first year of the term, according to the Licensed Product(s) minimum commitment and pricing outlined above beginning of the first day that Customer receives full access to the applicable Licensed Product(s).

- 5) Customer agrees that in no event will it ever at any time make any attempt to perform automated data collection of information from Xactware's systems, de-compile, reverse engineer, disassemble or create derivative works from Licensed Product(s) or any other applicable Xactware product, including Xactware proprietary or copyrighted materials, including but not limited to pricing information, databases, and any other applicable data; or sell, loan, rent, lease, or transfer the rights granted under this Agreement to a third party.
- 6) The term of this Agreement shall be for thirty-six (36) months from the Effective Date.
- 7) Use of the Licensed Product(s) shall be governed by the product license agreement distributed with the Licensed Product(s), which by this reference is incorporated herein. In the event of a conflict between the terms of this Agreement and the terms and conditions of the product license agreement distributed electronically with the Licensed Product(s), the terms of this Agreement shall govern.
- 8) This Agreement shall be governed and construed for all purposes in accordance with the laws of the State of New York, excluding that body of law applicable to conflicts of law.

- 9) This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument, and all such counterparts shall together constitute the same document. Any executed counterpart transmitted by facsimile, electronic communication in portable document format (.pdf), or similar transmission by any Party to the other party shall be deemed an original and shall be binding upon such Party and together constitute one and the same agreement.

Those signing this Agreement on behalf of their respective companies represent that they have been duly authorized to do so.

Xactware Solutions, Inc.
1100 W. Traverse Parkway
Lehi, UT 84043
Name: Mike Fulton

Housing and Community Development Department of the City of Houston
601 Sawyer #320
Houston, TX 77007
Name:

Signature:

Signature:

Title: President

Title: _____

Date: _____

Date: _____



PROCUREMENT REQUEST FORM



Note: The Procurement Request form is to solicit quotes through an informal (Small Purchase) bid process for purchasing transactions \$100,000 or less using Federal Funds (2 CFR 200.3) and \$3,000 to 49,000 using non-Federal funds (COH AP 5-8, Executive Order 1.14).

Signature of this document is still required.

* Required Fields [must be completed]

Description of Purchase *	XactWare XactAnalysis	HCDD Division: *	Support Services
Deadline Date of Request: *	9/25/2019	Purchase Type: *	Computer
Requester Name: *	Pate, Orson - IT	Created:	9/25/2019
Requester Phone Number: *	8323930235		

Brief Description of Scope of Work for Goods/Services:
XactWare Xactanalysis Data Set Creation (One Time Fee) - \$3,500.00

Additional DataSets (One Time Fee) - \$2,500.00

XactWare Xactanalysis 5,000 Assignments per year (Monthly Fee) - \$7,358.33

Software needed for Disaster Recovery Inspection Team for usage with Xactimate software. Allows for dataset creation and uploading damage assessments, photos, sketches and estim from all HCD Inspectors into a single to facilitate importation and integration with IMS system.

Note: Please allow a minimum of three (3) days for bid responses.

INITIAL EDI SETUP - \$4,500.00 (ONE TIME FEE)

FINANCE USE ONLY	PROCUREMENT USE ONLY
Fund Number: 5030 Funding Source: DR-HARVEY Cost Center: 3200030002 G/L Account: 520119 Business Area: 3200 Internal Order: BH3200077-19 BFY: FY20 Grant: 32000077-2019 Funds Reservation: Funds Approval Mgr:	Status: Pending Purchase Order No#: Name of Vendor: XACTWARE - 142335 Date Processed: Date Received: Total Amount: \$4,300 Procurement Staff Priority: Notify Department: Notify Department:
Justification of Need for Goods/Services	Procurement Notes:
Requestors Signature: <i>[Signature]</i> Date: 9/25/19	Supervising Manager (Purchase under \$5,000) Manager: <i>Keith W. Synam</i> Date: 9/26/19
Buyer's Signature: <i>[Signature]</i> Date: 9/27/19	Funds Approval Signature: <i>[Signature]</i> Date: 10/1/19
Procurement DPU Signature: _____ Date: _____	(Purchase over \$5,000) CFO Signature _____ Date: _____
(Purchase over \$5,000) Assistant or Deputy Director: _____ Date: _____	Director Signature (Only Consultant Services) Director or Designee: _____ Date: _____

Attachments