SAINT PAUL REGIONAL WATER SERVICES AGREEMENT

Purchaser (Referred to as "The Board")
Board of Water Commissioners
of the City of Saint Paul
1900 Rice Street
Saint Paul, MN 55113
Phone: 651-266-6530

CONTRACTOR
Process Solutions Assurance
28150 N. Alma School Pkwy
Suite 103-177
Scottsdale, AZ 85262

Contract No: 2176
Effective Date: May 15, 2019
Expiration Date: October 31, 2019
Contract Description: PSA-SPRWS/PW-MOBILE WIRELESS SOLUTION-PSA

Contacts
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Terms and Conditions
Terms and Conditions

CONTRACT LINES

Item	Item Description	Unit of Measure	Base Cost
PROFESSIONAL SERVICES	EVENT #684 MWS	8P	670,710.00000

LICENSING, MAINTENANCE, AND SUPPORT AGREEMENT

THIS AGREEMENT, is made and entered into this ___ day of _____, 2019 ("Effective Date"), by and between the Board of Water Commissioners of the City of Saint Paul ("Board") d/b/a Saint Paul Regional Water Services ("SPRWS") and Process Solutions Assurance ("PSA") whose address is 28150 N. Alma School Parkway, Suite 103-177, Scottsdale, AZ 85262 ("Licensor").

The Board and Licensor, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

Definitions

The following terms as used throughout this Contract shall have the meanings set forth below.

"Acceptance Testing" means written notice from the Board to Licensor that the Software has passed Acceptance Testing.

"Business Days and Hours" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, except for holidays observed by the state of Minnesota.

"Not Public Data" means any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

"Contract" means this document, all exhibits, and all amendments.

"Deliver" means to supply the software licensed under this Agreement to be implemented according to a mutually agreed upon timeline and statement of work.

"Final Acceptance" means the Board's final written acceptance of the Licensed Software following resolution of all deficiencies identified during testing and an uninterrupted 30 days of use with no material Software failures.

"GIS Maps' means ESRI arcGIS Server (version 10.3 and later).

"Go Live" means the event that occurs when the Board first uses the Licensed Software for Live Operations.

"License" means the rights granted to Board to use the Software that is the subject of this Agreement.

"Live Operations" means the Board's use of Licensed Software as the primary means of performing its functions. Use of Licensed Software for a period of not more than 60 days in a test environment is not Live Operations.

"Proprietary Information" means information owned by Licensor to which Licensor claims a protectable interest under law. Proprietary Information includes, but is not limited to, trade secret data recognized under Minnesota Statutes section 13.37.

"Published Specifications" means and includes the Board's Business Requirements; Licensor's response to the Board's Business Requirements, including all appendixes submitted and updated as part of the response; marketing materials; end-user documentation; release notes; help manuals; statement of work; final documentation of the Software as configured for the Board; and all manuals, instructions and other documents and materials that Licensor provides or makes available to Licensee in any form or medium which describe the functionality, components, features or requirements of the Licensed Software, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof

"Software" or "Licensed Software" means the InField Mobile Platform and Mobile Workforce Solution licensed pursuant to this Agreement. Software includes all prior, current, and future versions and releases of the Software and all updates and error corrections. Licensed Software or Software includes all communication services developed under this Agreement and for which the Board has issued its Final Acceptance and payment to Licensor as specified in this Agreement.

"SubLicensor" means one not in the employment of Licensor, who is performing all or part of the business activities under this Agreement under a separate contract with Licensor. The term "SubLicensor" means SubLicensor(s) of any tier.

"Interfaces", "communication services", or "inter-application communication processes" mean the method of integration and data exchange between the Licensed Software and other identified information systems.

Exhibits

This Agreement includes and incorporates the following exhibits and sub-agreements:

1. Purchase Order
2. Statement of Work
3. RFP Attachment-3 Budget Costs

ARTICLE 1: SOFTWARE LICENSE AND SUPPORT

Under this Agreement, the Board will acquire the Licenses to certain software programs and services owned by Licensor for its use. Licensor grants the Board such Licenses, subject to the terms and conditions of this Agreement.

SECTION 1: License Granted. Licensor grants to the Board and the City of Saint Paul, and the Board and the City of Saint Paul accept, fully paid, royalty free, nontransferable, nonexclusive concurrent licenses and rights to use the Licensed Software in the quantities listed

in the applicable Purchase Order.

SECTION 2: Authorized Users. The Board and the City of Saint Paul, on behalf of its Department of Public Works ("PW"), by and through this Agreement, are granted licenses for the Software in the quantities identified in the applicable Purchase Order.

SECTION 3: Delivery and Acceptance.

A. Licensor will promptly supply the Licensed Software. Title to the Licenses passes at the place of shipment, whether electronically or physically delivered, unless prohibited by applicable law. Licensor will bear all costs and risk of loss or damage to Software while in transit.

B. Acceptance.

1. Implementation Testing. Testing of the Licensed Software will occur for each identified deliverable according to the statement of work. Licensor will test the Licensed Software's functionality and integration prior to deploying the Licensed Software into production with live data, according to the statement of work. The Board may require testing under simulated conditions designed to ensure full functionality.

2. Certification. Before commencing Live Operations, Licensor must certify to the Board that the Licensed Software has been successfully installed on all devices and performs according to the Published Specifications, training has been completed, and integration requirements have been met. The Board will have 10 business days to accept Licensor's certification. Once the Board accepts Licensor's certification, Licensor will commence Live Operations according to the statement of work ("Go Live").

3. Reliability Testing. Upon initiation of operations using live data, the Board will have a 60-day Testing and Acceptance Period ("Testing Period") to determine whether the Licensed Software complies with requirements under this Agreement. During the Testing Period, the Parties will work together to close out the project. Close out activities will include project review and delivery of all documentation and deliverables according to the statement of work.

4. The Board must notify Licensor of any material defects or deficiencies identified during the Testing Period within five business days of discovery. Licensor must, within three business days of notification, correct the defect or deficiency or present a plan acceptable to Board addressing the defects within a time period agreed to by the parties.

5. Upon resolution of all deficiencies identified during the Testing Period, and following an additional uninterrupted 30 days of use with no material Software failures, the Board will provide written Final Acceptance.

6. If Licensor does not correct all deficiencies identified during implementation activities undertaken pursuant to the statement of work or Reliability Testing, or if the Board

does not issue Final Acceptance because the Licensed Software does not perform to standards under this Agreement or Published Specifications, Board will have the right to terminate this Agreement, return the Licensed Software, and receive a refund of all sums paid to Licensor pursuant to this Agreement.

SECTION 4: Use of the Software.

A.   Restrictions on Use. The Licenses granted by Licensor to the Board to use the Software are subject to the following restrictions:

1.   The Software may be used only for the benefit of the Board and the City of Saint Paul by and through its Public Works Department.

2.   The Board may use the Software only as licensed by Licensor, and shall not modify the Licensed Software except as allowed pursuant to Section 4.4, reverse compile, reverse engineer, disassemble, or translate the Software, except to the extent necessary to permit interoperability between the Software and other software programs, nor shall the Board create any derivative works or otherwise use the Software except as specifically permitted in this Agreement. This section in no way limits the Board's authority to configure the Licensed Software for its use according to Published Specifications.

- Proprietary Rights. The Licensed Software is copyrighted material under the laws of the United States and international treaty provisions. Notwithstanding the copyright, the Licensed Software contains trade secrets and confidential information of Licensor. The Board may make a reasonable number of copies in machine-readable form of the Licensed Software, provided that the copies are used only for testing, back-up, or archival purposes and that all copies contain the original copyright notice and all proprietary legends. In addition, the Board may make copies of the Published Specifications and training documentation for authorized users; provided that all copies of protected material contain the original copyright notice and all proprietary legends.

- Protection of Licensed Software. The Board acknowledges that Licensor represents that the Licensed Software and all copies of it, regardless of the form or media in which the original or copies may exist, are the sole and exclusive property of Licensor, subject to the Board's Licenses. By accepting the Licenses, the Board does not become the owner of the Software; Licensor retains all right, title and interest in and to the Software.

- Source Code.

3.   Licensor agrees to place the source code, object code, and libraries to the Licensed Software in escrow, including source code to all released versions as those versions are released, satisfactory to Board, at no additional cost to the Board for the duration of the Board's Licenses.

4.   The parties agree that the Board is entitled to full access and title to the complete source code of the Licensed Software only upon the occurrence of any of the following events:

1.   Voluntary or involuntary bankruptcy.

2.   Assignment for the benefit of creditors, written admission of inability to pay debts as they mature, or cessation of operations in the normal course of business.

3.   Appointment of a trustee or receiver of any substantial part of Licensor's assets.

4.   Discontinuance of support, upgrades, or enhancements of the Licensed Software.

5.   If Board obtains the source code to the Licensed Software pursuant to this Agreement, the Board may modify, correct, or enhance the Software in any manner and any such modifications, corrections, or enhancements and any related materials and documentation will belong exclusively to the Board.

6.   Export. The Board may not export the Licensed Software or Published Specifications outside the United States without Licensor's prior written agreement or in violation of the U.S. Foreign Corrupt Practices Act or its implementing regulations, the U.S. Export Administration Act and its implementing regulations, or any other applicable laws, rules, or regulations.

SECTION 5: Warranties.

A.   Title. Licensor warrants that it owns and has the right to license to the Board all of the Software licensed under this Agreement.

B.   Software and Functionality Warranty. At the time of delivery of the Licensed Software, Licensor warrants that: (a) the Software will be free of material defects, (b) Licensor will have timely used up-to-date, commercially available virus scanning and cleaning, and will not deliver Software containing viruses, time bombs, drop dead device, Trojan horse, work, harmful code, or other software routines designed to permit unauthorized access; to disable, erase, or otherwise harm software, hardware, or data; to disable a computer program automatically with the passage of time; or to perform any other such actions that inhibit Software use, (c) the Software does not contain malicious code; (d) the Software is complete and stable and the Board is not a beta test site or early adopter for any part of the Software, and (e) the Software will operate in accordance with the functional and technical requirements described in the Published Specifications, this Agreement, and Appendices to this Agreement in the Board's

environment as configured on the Effective Date of this Agreement. Licensor's Software and Functionality Warranty includes continued maintenance and operability of all inter-application communications processes created or licensed under this Agreement.

C. Illicit and Embedded Code Warranty. Licensor warrants that the Software contains no illicit code. Illicit code includes, but is not limited to, anything not required to perform the functions that the Board contracts for under this Agreement. Licensor warrants that the Software does not contain any keys that could include any locks, time-outs or similar devices that restrict the Board's access. Licensor warrants that the Licensed Software does not contain any illicit code that would allow Licensor unauthorized access to the Board's systems or software. If any illicit code is found, Licensor will be considered automatically in default and violation of this Agreement. Licensor further warrants against unauthorized use of embedded code at any time.

D. Patent and Copyright Warranty. Licensor warrants that the Licensed Software does not and will not infringe on any patent, copyright, trade secret, trademark, or any other third-party proprietary rights. Licensor agrees to indemnify, defend, and hold harmless, not excluding the Board's right to participate, Board from any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney's fees and expenses, arising out of any claims of infringement by the Licensor of any United States Patent or trade secret, or any copyright, trademark, service mark, trade name, or similar proprietary rights conferred by common law or by any law of the United States or any state said to have occurred because of systems provided or work performed by Licensor, and Licensor shall do what is necessary to render the subject matter non-infringing in order that the Board may continue its use without interruption or otherwise compensate the Board for its direct damages.

E. Ability to Perform. Licensor warrants that it is financially capable of fulfilling all requirements of this Agreement, that there are no legal proceedings that could threaten performance of this Agreement, and that Licensor is a validly organized entity with authority to enter into this Agreement. Licensor is not prohibited by any loan, contract, financing arrangement, or similar restriction from entering into and performing this Agreement. Licensor further warrants that it will immediately notify the Board if any Licensor becomes aware of any action, suit, proceeding, or decision, pending or threatened, that will have a material adverse effect on Licensor's ability to fulfill its obligations under this Agreement.

F. Pass-Through of Warranties. Licensor hereby passes through the benefits of any third-party warranties that Licensor receives in connection with the Licensed Software and will promptly identify all such warranties to Board.

G. Warranty Period. Beginning on the effective date of this Agreement and continuing through the duration of this Agreement for each subscription period for which the Board pays the applicable license fee, the Board shall have the right to return the Licensed Software and receive a refund of all License Fees related to that subscription period paid to Licensor pursuant to this Agreement in the event that Licensor does not meet their warranties or the Licensed Software does not perform to specifications in this Agreement or Published Specifications.

H.   Notice and Resolution. The Board shall promptly notify Licensor in writing upon the discovery of any non-conformance. Licensor will correct any such non-conformance of which they have been properly notified.

SECTION 6: Term of Licenses.

The Board's Licenses to use the Licensed Software continue for each period in which the Board has paid the applicable subscription fee.

ARTICLE 2: PROFESSIONAL IMPLEMENTATION

SECTION 1: Implementation. Licensor agrees to implement and install the Licensed Software pursuant to the agreed upon statement of work and this Agreement. Implementation services will be provided by knowledgeable, trained, and qualified personnel, satisfactory to the Board in a reasonable exercise of its discretion, and in a competent and professional manner.

SECTION 2: Documentation and Training.

1.   Documentation. Licensor will provide to Board electronic copies of all documentation necessary to utilize the Licensed Software. Licensor will provide technical design and implementation documentation for all available interfaces and inter-application communication processes, as configured for Live Operations, to the Board in a mutually agreeable format.

2.   Training. Licensor will provide training according to the statement of work. Training will be conducted at Board's usual place of business or other site agreed to by the Board. Licensor's employees or agents performing the training will abide by all Board work and confidentiality rules, including nondisclosure obligations. Licensor will also provide the Board access to any Software user groups or forums for the duration of the Licenses.

3.   Licensor agrees that Board may use videos, screen shots of the Software, as delivered and configured for Board use, in online lessons and printed materials, copy protected materials for training, and post an electronic copy of user manuals and protected materials on Board's intranet site.

ARTICLE 3: BILLING AND PAYMENT

SECTION 1: Fees.

1.   Board hereby agrees to compensate Licensor as follows:

CATEGORIES	2019	2020	2021	2022	2023	TOTAL COST

1-Software	$92,000.00	$96,600.00	$101,430.00	$104,473.00	$107,607.00	$502,110.00
2-Implementation	$151,800.00	$0.00	$0.00	$0.00	$0.00	$151,800.00
3-Training	$16,800.00	$0.00	$0.00	$0.00	$0.00	$16,800.00
4-Maintenance & Support	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**$260,600.00**	**$96,600.00**	**$101,430.00**	**$104,473.00**	**$107,607.00**	**$670,710.00**

2.   Subscription Fees. In full payment of Licenses under this Agreement, the Board will compensate Licensor subscription fees as detailed in this Section.

A subscription period is each one-year (12-month) period for which Board has paid the subscription fee. The Year 1 subscription period begins on the date that the Board issues its Final Acceptance. The Year 2 subscription period will begin 12 months after the start of the Year 1 subscription period.

3. Additional Licenses. For a period of five years, Board may purchase additional user Licenses at the fees specified below by executing an additional Purchase Order and delivering an executed Purchase Order to the applicable Licensor.

Software License   **License Fee**
Concurrent User License   **$300 per license**

 Implementation Services Fees. In full payment of services provided under this Agreement, the Board will compensate Licensor for all Year 1 fees, including professional implementation services fees, based on completed deliverables.

 Deliverable Payment Schedule. Payment based on completion of these deliverables will fully compensate Licensor for all fees due for Year 1 subscription services, implementation, training, and maintenance and support.

Payment 1 Deliverable - Licensor to notify SPRWS of the installation of the specified InField Software with successful integration to SPRWS WAM environment and ready for testing. Payment upon Board acceptance of the deliverable - $77,600.00.

Payment 2 Deliverable - Licensor to notify SPRWS of the completed training and deployment of InField Mobile as it relates to short cycle work. SPRWS to provide written approval of InField Mobile as it relates to short cycle work for Go Live. Payment upon Board acceptance of the deliverable - $36,000.00.

Payment 3 Deliverable – Licensor to notify SPRWS of the completed training and deployment of InField Mobile as it relates to long cycle work. SPRWS to provide written approval of InField Mobile as it relates to long cycle work for Go Live. Payment upon Board acceptance of the deliverable - $15,900.00.

Payment 4 Deliverable - Licensor to notify SPRWS of the completed training and deployment of InField Mobile as it relates to preventative maintenance work. SPRWS to provide written approval of InField Mobile as it relates to preventative work for Go Live. Payment upon Board acceptance of the deliverable - $21,900.00.

Payment 5 Deliverable - Licensor to notify PW of the installation of the specified InField Software with successful integration to PW WAM environment and ready for testing. Payment upon Board acceptance of the deliverable - $14,400.00.

Payment 6 Deliverable - Licensor to notify PW of the completed training and deployment of InField Mobile as it relates to the traffic operations division. PW to provide written approval of InField Mobile as it relates to traffic operations for Go Live. Payment upon Board acceptance of the deliverable - $24,000.00.

Payment 7 Deliverable - Licensor to notify PW of the completed training and deployment of InField Mobile as it relates to the street maintenance division. PW to provide written approval of InField Mobile as it relates to street maintenance for Go Live. Payment upon Board acceptance of the deliverable - $16,800.00.

Payment 8 Deliverable - Licensor to notify PW of the completed training and deployment of InField Mobile as it relates to sewers division. PW to provide written approval of InField Mobile as it relates to street maintenance for Go Live. Payment upon Board acceptance of the deliverable - $16,800.00.

Payment 9 Deliverable - Licensor to notify SPRWS of the installation of the specified InField Software with successful integration to SPRWS CIS environment and ready for testing. Payment upon Board acceptance of the deliverable - $7,200.00.

Payment 10 Deliverable - Licensor to notify SPRWS of the completed training and deployment of InField Mobile as it relates to CIS work flows. SPRWS to provide written approval of InField Mobile as it relates to CIS work flows for Go Live. Payment upon Board acceptance of the deliverable - $30,000.00.

4. Not to exceed. Total payments for all licenses and services provided under the terms of this Agreement will not exceed $670,710.00 and the Board will not honor any demand for payment in excess of the not-to-exceed amount or not expressly authorized by this Agreement.

SECTION 2: Professional Implementation and Training. Licensor will provide professional services and training according to this Agreement and the statement of work.

ARTICLE 4: MAINTENANCE AND SUPPORT

SECTION 1: Maintenance and Support

Maintenance. The Board is entitled to Maintenance during each paid subscription period. Maintenance includes, at no additional charge to the Board, any improvements, upgrades, new releases, modifications, detection and correction of errors, functional problem resolutions, program changes, updates, and upgrades, and documentation to the Software that Licensor makes generally available. Any such improvements, upgrades, releases, or modifications become part of the Software for all purposes of this Agreement. The Board can decline to implement enhancements, upgrades, new releases, or modifications if those programs interfere with the Board's intended use or operating environment. The Board has the right to delay enhancements, upgrades, new releases, or modifications in its sole discretion.

Licensor will test all improvements, upgrades, releases, modifications, and functional problem resolutions to ensure continuity of service by, between, and among the Licensed Software, interfaces and inter-application communication processes, and information systems identified in this Agreement prior to implementing enhancements, upgrades, or modifications.

The professional service hours required to install the software and/or new features provided under this section are included in the subscription fee.

If a Software modification or upgrade breaks or otherwise interrupts existing functionality, Licensor will restore the most recent functioning version of the Software or configuration as soon as possible, but not more than 48 hours after notification from the Board. Licensor will cooperatively resolve issues and reinstall the modification or upgrade within a time period agreed upon by the Board.

Maintenance also includes a 30-day notification of upcoming patches or upgrades and a one-year notification of Software end of life or end of support.

Service Commitment. Licensor will use commercially reasonable efforts to make Licensed Software available with a Monthly Uptime Percentage (defined below) of at least 99.95% (the "Service Commitment").

A Monthly Uptime Percentage of 99.95% means that Licensor will guarantee the Board and all authorized users will experience no more than 21.56 min/month of Unavailability. In the event Licensor does not meet the Service Commitment, the Board will be eligible to receive a Service Credit as described below.

Service Credits are calculated as a percentage of the value of the service for the month, based on the subscription fee, in which Licensor did not meet the Monthly Uptime Percentage commitment.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.5% but equal to or greater than 99.0%	10%
Less than 99.0%	20%

Service Credits will be applied to the next subscription fee owed to Licensor under this

Agreement.

Licensor agrees to provide Maintenance and Support to the Board for each one-year (12-month) period for which Board has paid the subscription fee pursuant to this Agreement.

A. Licensor must invoice Board for subscription fees annually and no later than 60 days prior to expiration of the preceding term.

B. Maintenance and Support Warranty. Licensor warrants that Maintenance and Support will include: (a) support according to the Service Level Agreement attached and incorporated into this Agreement, (b) corrections to allow the unmodified Software to operate materially and substantially as described in the Published Specifications (by providing a program patch, update, new release, or instruction for avoiding error, as determined by Licensor), (c) updates and new releases of the same Licensed Software when generally made available by Licensor, and (d) modifications to interfaces or other inter-application communication processes.

C. System environment, maintenance, and support

Updates and upgrades. Licensor follows a quarterly release cycle for changes. Licensor will notify the Board one (1) month prior to any changes that will be applied to the system related to system enhancements. For emergency changes, Licensor will send notifications 24 hours prior to the change being applied. All updates are done after hours which typically starts after 9pm PST (12am EST).

Data Backup. Backups of the database on the InField Mobile middleware is done through a multi-tenant "high-availability" process and does not affect system availability. Data is stored encrypted at rest for a period of time determined by the Board.

Licensor provides the Board, as part of base product, three (3) environments. The environments include two (2) non-production and one (1) production. The mobile applications have been developed to allow the Board to select the environment to be used at its convenience. Each environment provided by Licensor will connect to its counterpart on Board's environment.

Customer Service Support. Licensor will provide 24/7/365 technical support for the platform, application support, configuration answers, training questions, and enhancement requests. Licensor's developers and support personnel can be contacted at 1.855.9.ASKPSA (1.855.927.5722) or log tickets using Licensor's on-line ticketing system (consultpsa.freshdesk.com). All support is based in the United States and calls are automatically transferred to the assigned personnel based on call time.

Maintenance. Licensor's mobile platform is fully compatible with WAM version 1.9.1.2 and a prototype has been proven to integrate with WAM version 2.2.x. Licensor will port all mobile solutions to the latest version of WAM (at no cost to clients) as Oracle customers start to

make the move to the newest version. Licensor's focus is to provide SPRWS and PW mobile capabilities with the current version of WAM as many WAM clients are still evaluating the upgrade to version 2.2.x.

Over the last three years the platform originally designed to meet the needs of mobile field crews has expanded to included asset data collection and verification, timekeeping, warehousing, operations, and customer self-service mobile applications. Licensor is more than willing to share with the Board its short-term and long-term roadmaps in a private and confidential setting to protect our competitive advantage in the market place.

Quality Assurance Standards. Licensor follows a rigid Quality Assurance process for each of its releases related to patch releases and new releases. After each build is completed by development Licensor's internal environment (which is connected to an internal WAM environment patched to the latest release from Oracle) is updated and updated mobile applications are provided to Licensor's team members that assist with testing. The new release of the mobile applications are provided to clients via "Test Flight" which is an iOS application where developers can share builds of the application with internal team members. Licensor also uses a similar process with Android using beta and alpha app distribution through google play. Once Licensor's internal team members have installed the latest application, they run through pre-defined tests cases verifying functionality in the applications. If any issues are identified they are logged into Licensor's ticketing software from Freshdesk, the same solution used by SPRWS and PW when issues are found. These tickets are reviewed and worked by Licensor's development team at which time the process will repeat itself.

Once all testing is completed, iOS applications are submitted to Apple for publication. If all code is verified by Apple, the application is published in the App Store and made available to the general public.

ARTICLE 5: ADDITIONAL PROVISIONS

The amounts detailed in this Agreement will fully compensate Licensor. The Board will honor no claim for services or costs not specifically provided for in this Agreement.

Licensor will submit itemized invoices for products and services. Upon receipt of an invoice and verification of the charges by the Project Manager, the Board will pay Licensor within thirty-five (35) days. All prices and payments are in U.S. dollars.

In the event Licensor fails to comply with any terms or conditions of the contract or to provide in any manner the work or services as agreed to herein, the Board reserves the right to withhold any payment until the Board is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the Board's right to termination as provided in this Agreement.

Competitive pricing. If at any time for 12 months following the Effective Date of this Agreement Licensor licenses the Software, or substantially similar software, to a third party, it will notify the Board of such contract within 30 days. Upon notice, Board has 30 days to request

a contract amendment to take advantage of any more favorable terms found in the third-party contract. Any such amendment is only retroactive to the Effective Date of the third-party contract.

Sales, Use, and Property Tax. The Board represents that it is generally exempt from sales tax under 2013 Laws chapter 143, article 8, section 29. However, Board will pay all applicable sales, use, and value added taxes imposed on the Licensed Software and services purchased under this Agreement.

SECTION 17: Professional Services, Rates. Board may request additional professional services from Licensor at the following hourly rates:

Professional Service	Hourly Rate
Programming, business analysis, configuration	$150.00

This section establishes pricing for future purchase of professional services by the Board. It does not constitute an order for such services, nor does it guarantee any minimum purchase.

SECTION 18. Project Management.

The Board requires that Licensor assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Licensor may not remove or replace any principal project member without the prior written approval of the Board. Licensor's Project Manager for this Agreement is John Clow.

All services under this Agreement will be provided by knowledgeable, trained, and qualified personnel, satisfactory to Board in a reasonable exercise of its discretion, and in a competent and professional in good faith and in compliance with all applicable federal and state laws. If Board determines that a principal project member is not satisfactory, Licensor will replace the principal project member within 48 hours and subject to all terms of this Section and Agreement.

Licensor agrees to observe Board's rules and policies relating to workplace conduct, technical and physical security, and access to or use of all or part of Board's premises and property, including proprietary and not public private or confidential information.

SECTION 19: Notice. Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement must be in writing and delivered electronically or by USPS mail, with proof of delivery, and addressed as follows:

Board: Licensor:
Board of Water Commissioners   Process Solutions Assurance
of the City of Saint Paul   28150 N. Alma School Pkwy
1900 Rice Street   Suite 103-177
Saint Paul, MN 55113   Scottsdale, AZ 85262

SECTION 20: Board Responsibilities. Board agrees to provide Licensor with access to any information from Board documents, staff, and other sources needed by Licensor to complete the work described herein.

SECTION 21: Ownership of Board Data and Material. Board will retain all ownership and rights to Board data and materials, with no right, title, or interest in said work product or supporting materials vesting in Licensor. For the purposes of this Agreement, Board data and materials include all Board data and written information prepared by Board for use with Board operations, including without limitation, operational or business plans and financial, employee, customer, Licensor and business partner information. In like manner, Licensor has no ownership rights of any other software or system running on the same platform as the Licensed Software under this Agreement.

SECTION 22: Insurance. Licensor must carry insurance of the kind and in the amounts shown below for the life of the contract. Insurance certificates should state that the Board of Saint Paul, its officials, employees, agents and representatives are named as Additional Insureds.

General or Business Liability Insurance
$1,500,000 per occurrence
$2,000,000 aggregate per project
$2,000,000 products/completed operations total limit
$1,500,000 personal injury and advertising

Policy must include an "all services, products, or completed operations" endorsement when appropriate.

Automobile Insurance (When Personal vehicles are used in connection with a contract, the Board is not required to be named as Additional Insured, but proof of insurance is required prior to commencement of activities.)

Bodily Injury $30,000 per person
                $60,000 per accident

Property Damage $20,000 per accident

Automobile Insurance–When Rental vehicles are used in connection with a contract, the Licensor shall either purchase insurance from the rental agency, or provide Board

with proof of insurance as stated above.

Workers Compensation and Employer's Liability
Worker's Compensation per Minnesota Statute
Employer's Liability shall have minimum limits
of
$500,000 per accident;
$500,000 per employee
$500,000 per disease policy limit.
Licensors with 10 or fewer employees who do not have Worker's compensation
coverage are required to provide the Board with a completed "Certificate of
Compliance" (State of Minnesota form MN LIC 04) verifying their number of
employees and the reason for their exemption.

Professional Liability Insurance
$1,000,000 per occurrence
$2,000,000 aggregate

General Insurance Requirements
The policy is to be written on an occurrence basis or as acceptable to the Board.
Certificate of insurance must indicate if the policy is issued on an occurrence
basis. Agent must state on the certificate if policy includes errors and omissions
coverage.

Licensor may not commence work until a Certificate of Insurance covering all of
the insurance required for this project is approved and the Board's Project
Manager has issued a notice to proceed. Insurance must remain in place for the
duration of the original contract and any extension periods.

The Board reserves the right to review Licensor' insurance policies at any time,
to verify that Board requirements have been met.

Nothing shall preclude the Board from requiring Licensor to purchase and
provide evidence of additional insurance.

Satisfaction of policy and endorsement requirements for General Liability and
Auto Insurance, of "each occurrence" and "aggregate" limits, can be met with an
umbrella or excess policy with the same minimum monetary limits written on an
occurrence basis, providing it is written by the same insurance carrier.

SECTION 23: Independent Licensor. It is agreed by the Parties that, at all times and for
all purposes within the scope of this Agreement, the relationship of Licensor to Board is that of
independent Licensor and not that of employee. No statement contained in this Agreement shall
be construed so as to find Licensor employees of Board, and Licensor and their employees,
agents, or SubLicensor are not entitled to any of the rights, privileges, or benefits of Saint Paul
employees.

Licensor is responsible for paying all required taxes related to compensation earned by Licensor under this Agreement. Licensor acknowledges and agrees that Board has no responsibility to and will not withhold any state or federal income taxes or FICA payments from payments to Licensor or make any unemployment insurance contributions or disability insurance contributions on Licensor's behalf.

Licensor is not authorized to act as a representative or agent of the Board.

SECTION 24. Equal Opportunity Employment. Pursuant to Chapter 183 of the Saint Paul Legislative Code and its implementing rules, Licensor will not discriminate against any employee or applicant for employment for work under this Agreement because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

This provision includes but is not limited to the following: employment, promotion, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

SECTION 25. Subcontracting. Licensor agrees not to enter into any subcontracts for any of the work contemplated under this Agreement without obtaining Board's prior written approval.

SECTION 26: Liability.

Board's remedies for Licensor's breach of Software warranties under this Agreement are as follows:

26.1. Licensor will provide maintenance or services to repair, replace, or furnish an upgrade of the Software to enable the Software to comply with the applicable warranty within 30 days.

26.2. If at any time prior to Final Acceptance Licensor does not comply with section
26.1. above, the Board may terminate this Agreement and recover direct damages, including and up to a refund of all fees paid by Board to Licensor.

26.3. The parties retain all contractual remedies available at law or equity, limited only by this Agreement. No litigation or other legal action may be brought if the injured party has known of the cause of action for more than two years. Each party will pay (without reimbursement) its own legal fees and expenses incurred in any disputes.

SECTION 27: Hold Harmless. Licensor shall indemnify, save, hold harmless, protect, and defend the Board, its officers, agents, and employees from all claims, actions or suits of any character brought for or on account of any claimed or alleged injuries or damages received by

any person or property, including the Board, resulting from any act or omission by any person employed or engaged by Licensor in carrying out the terms of this Agreement.

SECTION 28: Default. In the event Licensor fails to comply with any terms or conditions of the contract or to provide in any manner the work or services as agreed to herein, Board reserves the right to withhold any payment until the Board is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the Board's right to termination as provided in this Agreement.

SECTION 29: Cumulative Remedies. No remedy provided in this Agreement is intended to be exclusive of any other remedy, and each and every remedy is in addition to every other remedy available under this Agreement, at law, or in equity.

SECTION 30: Compliance with Applicable Law. Licensor agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Licensor's performance of the provisions of this Agreement.

Licensor agrees to comply with all requirements of the Americans with Disabilities Act (ADA) applicable to Licensor's performance under this Agreement.

SECTION 31. Conflict of Interest.

Licensor agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the Board.

Licensor's acceptance of this Agreement indicates compliance with Chapter 24.03 of the Saint Paul Administrative Code: "Except as permitted by law, no Board official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the Board."

Licensor agrees that, should any conflict or potential conflict of interest become known, Licensor will advise the Board's Project Manager of the situation.

SECTION 32. Business Records and Audit. Licensor agrees to maintain all business records in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the Board, the Auditor of the State of Minnesota, or other duly authorized representative.

SECTION 33: Minnesota Government Data Practices Act.

The parties agree to abide by the Minnesota Government Data Practices Act, codified at Minnesota Statutes chapter 13. Data created, collected, received, stored, used,

maintained, or disseminated by Licensor under this Agreement may also be subject to FBI CJIS standards. Licensor agrees to abide by all applicable laws and regulations and will protect the privacy and confidentiality of all not public data.

Licensor must take all reasonable measures to secure the computers or any other storage devices in which the Board's data is contained or which are used to access Board's data for this Agreement. Additionally, access to the Board's data must be limited to those persons with a need to know for the provision of services by Licensor and who meet applicable security standards. These measures include, but are not limited to, authenticated access to network data storage, use of up-to-date anti-virus software, controlled access to the physical location of hardware, and encryption of computers and storage devices. In the event Licensor ends services or operations, or at the conclusion or termination of all agreements between the Board and Licensor, all Board data will be returned to the Board in a Board-approved format and then purged from Licensor's computers and storage devices and Licensor will give the Board written verification that the data has been purged.

When remotely accessing the Board's electronic resources, Licensor agrees to abide by the requirements outline in the Board's Enterprise Information Security Policy and Vendor Contract Security Policy, available from the Board's project manager upon request.

Licensor claims that the Licensed Software and documentation owned by Licensor, including but not limited to, the Source Code, Object Code, routines, software design, structure and organization, user portals, and screens, constitute valuable properties and trade secrets of Licensor, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to Licensor a competitive advantage, and are trade secrets as defined by the MGDPA not subject to public disclosure. Licensor will clearly label and identify all claimed trade secret data. Licensor agrees that the Parties may access trade secret information as necessary to fulfill the terms of this Agreement.

SECTION 34: Assignment. No party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other parties, in connection with a merger, acquisition, corporate reorganization, or sale. Subject to the foregoing, this Agreement shall bind successors and assigns and inures to the benefit of the parties.

SECTION 35: Amendment or Changes to Agreement.

Board or Licensor may request in writing changes that would increase, decrease, or otherwise modify this Agreement.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement are valid only when reduced to writing and duly signed by all parties.

Modifications may not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein is deemed to include any future

amendments, modifications, and additional schedules made in accordance herewith.

Project Change Control Procedure. If any party requests a change in project scope, the parties agree to use the Change in Scope procedure set out in the statement of work.

SECTION 36: Publicity. Neither party may publicize Board's selection of Licensor without prior written approval of the other Party.

SECTION 37: Force Majeure. No party will be in default or liable for any noncompliance due to causes beyond the reasonable control of the party, including but not limited to severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, or executive authorities.

SECTION 38: Term and Termination.

Subject to the terms of this Agreement, this Agreement will continue in full force and effect for a period of five (5) years from the Effective Date unless terminated at an earlier date according to the terms of this Agreement. Thereafter, the parties may by mutual written consent renew the Agreement up to five (5) times for a period of one year each.

In addition to the termination provisions provided in this Agreement, the Board may terminate this Agreement by providing 30-days written notice to terminated Licensor.

In the event of termination, the Board will pay Licensor for all services actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination.

SECTION 39. Waiver. Any fault of a party to assert any right under this Agreement will not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

SECTION 40. Survival of Obligations.

The respective obligations of the Board and Licensor under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.

If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement will continue in effect.

SECTION 41. Contract Documents and Order of Precedence. This Agreement between the parties is comprised of the agreements and documents listed in this section. In the event of a

conflict in terms among the contract documents, the following order of precedence will govern:

> Written modifications to this Agreement.
> This Agreement
> Statement of Work
> Purchase Order

SECTION 42. Interpretation and Venue. This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement must be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

SECTION 43. Negotiated Agreement. The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

SECTION 44. Entire Agreement. It is understood and agreed that this Agreement, including all attached and incorporated documents, supersedes all oral agreements and negotiations between the parties relating to the subject matters hereof.

STATEMENT OF WORK

Licensor will provide the InField Mobile Platform to the Saint Paul Regional Water Service ("SPRWS") and Saint Paul Public Works ("PW") as a Mobile Workforce Solution for asset and staff management.

The InField Mobile Platform (InField) is a commercial software as a service (SaaS) wholly owned by Licensor. Licensor will provide the following commercial off-the-shelf InField Mobile applications:

> InField Mobile – Crew: The application used daily by all SPRWS and PW field crews to record work completion, charges, capture documents, and complete digital forms.
> InField Mobile – Viewer: Connected GIS Map in the field, shows connectivity model and feature classes, creates SPRWS and PW work orders based on feature selection, view feature attributes.
> InField Mobile – Supervisor: A web-based solution that provides SPRWS and PW supervisors with functions including but not limited to: dynamic crew management and drag/drop work scheduling to crews.

InField Mobile ◌ Crew

InField Mobile - Crew was designed from the ground up as a native disconnected and connected-capable mobile application for enterprise work and asset management systems. Supporting out of

the box configurations to multiple enterprise systems including Oracle WAM, the time to go-live is extremely low.

Major Application Components:

Task Home
The starting point for all tasks or service requests. SPRWS and PW will have basic information needed to complete its tasks, including addresses, assets or asset lists. From here SPRWS and PW can navigate to:

    View Asset
    View Asset History
    View or Edit Asset Specification (depending on permission)
    View Asset Bill of Material
    Add Asset Runtime
    Add Asset Readings

Work Plan
The one-shot screen for SPRWS and PW to understand what is planned on the task. Planned labor, equipment, and materials are laid out for SPRWS and PW to reference what should be used and charged as a result of its work. SPRWS and PW can also reference any notes or step procedures that has been added.

Charges
Activity Tracking, Labor, Equipment (Direct Charges), and Material can all be added to the task. SPRWS and PW equipped with mobile devices with cameras able to use barcode-scanning capabilities to charge material to its tasks from un-manned warehouses or from truck stock.

Forms
The primary source for work completion information, digital forms (Oracle WAM Service Histories) can be completed using the exact configuration, lookup tables, and settings as SPRWS's and PW's Oracle WAM environment. A key feature of the disconnected mode capability is the ability to add forms in a disconnected mode.

Documents
SPRWS and PW is able to reference any documents that are added to a task. Using inherent features in the WAM application any documents attached to an asset can be carried automatically to a task. Installation photos, previous work orders photos, manuals, MSDS sheets, plats, can all be transmitted to SPRWS and PW in the field. SPRWS and PW also have the ability to attach photos and videos to a task and is automatically brought back into WAM.

Routes
Enhanced route functionality allows SPRWS and PW to organize routes by sequence or criticality. The same functions allowed on the planned asset are also allowed on the asset on the route stop. Functions such as: viewing asset work history, asset specification attributes, asset bill of materials, and adding asset runtime or operational readings.

Finish
Similar to the task finishing wizard in WAM, SPRWS and PW are able complete tasks in the field and update phase, finishing comments, failure codes/modes, repair codes, component codes, etc. according to the WAM configuration.

Major Application Features:

One App, Multiple Environments – On the login screen SPRWS and PW have the ability to choose the environment to login to (Production, Dev/Test)

Disconnect and Connected Modes - After logging in the device retrieves and stores all information SPRWS and PW can take the device into the field without the need for Internet connectivity. All tasks, information, lookup tables are cached on the device for full-disconnected functionality. After working in a disconnected environment and SPRWS and PW enter an Internet connected environment the device automatically syncs without any input needed from SPRWS and PW.

Configured through WAM – All configuration of the application is controlled through WAM Business Rules.

Material View – SPRWS and PW having access to storerooms that have been granted are able to view the entire stock of that warehouse. No longer is inventory on a mobile warehouse a difficult process. SPRWS and PW can view the entire stock and quantity that should be there.

All Native Features Supported - Native mapping and routing. Click on any work order and get directions. Bluetooth support for external keyboards, photo capture devices, GPS enhancement, Voice to text.

Supported Mobile Hardware Platforms & App Stores:
    iOS 8+: iPads, iPhone, iTouch Devices
    Android 4+: Tablets & Phones

InField Mobile ⊗   Viewer
InField Mobile - Viewer is a connected/disconnected GIS Map in the field, showing connectivity model and feature classes, provides the ability to create work orders based on feature selection, ability to view feature attributes, and the ability to punch out to native devices mapping street view based on latitude and longitude coordinates.

Major Application Features:
One App, Multiple Environments – On the login screen SPRWS and PW have the ability to choose the environment to login to (Production, Dev/Test)

Configured through WAM – All configuration of the application is controlled through WAM Business Rules. All Native Features Supported - Native mapping and routing. Click on any work order and get directions. Bluetooth support for external keyboards, photo capture devices, GPS enhancement, and Voice to text

Supported Mobile Hardware Platforms & App Stores:
    iOS 8+: iPads
    Android 4+: Tablets

InField Mobile - Supervisor
InField Mobile – Supervisor is a web-based solution, not a mobile application, that provides SPRWS and PW supervisors with functions including but not limited to: dynamic crew management and drag/drop work scheduling to crews. The features of crew management allow each SPRWS and PW supervisor to easily associate employees with crews on a daily basis through drag/drop capabilities. The "make-up" of each crew is used by the InField Crew application when entering time against a work order task. The SPRWS and PW crew leaders, when using the InField Crew application, can create timesheets for all members of the SPRWS and PW crew that day.

The InField Supervisor also provides the SPRWS and PW supervisors the ability to see all work that is available for scheduling and allows the supervisor to organize the work in folders defined by the supervisor as well as predefined folders such as: Inbox (work not scheduled or assigned), Finished (work completed in the field), Re-Assign (work unable to be completed in the field). From this portal, the supervisor also has the ability to assign work orders to specific crews using drag/drop from any folder they have created.

Major Application Features:

One App, Multiple Environments – On the login screen SPRWS and PW have the ability to choose the environment to login to (Production, Dev/Test)

Configured through WAM – All configuration of the application is controlled through WAM Business Rules.

Supported Browsers:
    Internet Explorer, Firefox, Safari

Implementation

The proposed implementation effort is as follows and can be accelerated or extended depending on client availability of functional and training resources.

Licensor follows an Agile approach to implementing InField mobile applications. The primary reason for following such an approach is to get the solution in the hands of SPRWS and PW as quickly as possible. The installation and an initial configuration of the mobile platform and applications is done in the first week of the project. At this point SPRWS and PW would be able to download a set of work orders/service requests from its non-production environment and begin to get a feel for how the mobile application operates and how its data looks within the mobile device. Once this step is completed, the Licensor and SPRWS and PW project team will

take note of each feature within the InField Mobile – Crew and InField Mobile – Viewer where modifications need to be made. Typically, these modifications are to the data sets themselves or how the WAM application is configured at which time suggestions to the WAM configuration will be recommended.

From past implementations, configurations changes to WAM have been in the areas of:

> Scheduling (or other means to target work orders/service requests ready for field work)
> Creation of Service History Templates
> Configuration of Work Order Task Phase

Installation & Configuration: Installation is broken down into two tasks with Licensor Personnel on site:

> Interface Installation: SPRWS and PW receive three (3) environments to include development, training and production. The interface is installed into a development/test environment. SPRWS and PW will need to provide a resource with the permissions and capabilities to install a database package, create a database job, and create and configure a database wallet. Licensor will provide a resource to guide the installation and provide documentation on the steps that will need to take place for the production migration. Technical Training / Configuration: Licensor will work with the technical resources on the many configuration options the mobile applications has by configuring and testing the applications. Starting with Licensor's recommended test plan Licensor will develop a formal test plan and a finalized user acceptance criteria.

Acceptance Testing: SPRWS and PW will be given the opportunity to complete full end-to-end testing of the mobile applications. Licensor also recommends having SPRWS and PW crews and warehouse personnel test the devices in the field by creating "mock days" where a select number of crew's workload would be entered into the test environment and then completed as if they were live. At the completion of the day SPRWS and PW supervisors and technical personnel would then review the WAM application for accuracy and deficiencies in training. During this phase Licensor personnel will remain offsite in a support capacity and are available to answer any questions that might arise. Typically, a weekly web-based meeting is scheduled to review configuration items that might arise.

End User Training: The first of the train-the-trainer series. Key SPRWS and PW personnel, typically senior crew leaders and support personnel, are trained step by step on the applications. Paper and digital training material will be provided that serve as a guide for existing personnel and training new SPRWS and PW users. Based on past projects, training sessions covering the InField Mobile – Crew application are around two (2) hours with an additional hour getting crews comfortable with the InField Mobile – Viewer application. SPRWS and PW training will be targeted to those users just before their respective go-lives so that SPRWS and PW field users are getting just-in-time training.

Deployment: Licensor personnel will return for additional training support and to monitor the migration to the production environment. On site for one additional week to support fine grain

one on one individualized training with new users and shadow crews and warehouse personnel so that Licensor relays product request and enhancements back to its product development group.

Potential Project Challenges: Every project has challenges, issues and risks. In order to manage those challenges, issues and risks, Licensor 's Project Manager will be responsible with properly communicating with SPRWS and PW. Licensor's Project Manager:

> will develop a detailed project schedule in concert with the assistance and involvement of SPRWS's and PW's PM;
> will use this project schedule to track progress of tasks assigned to team members;
> will identify and report on any Issues that arise during the course of the project; Issues will be logged, prioritized based on severity or impact to the project, and will work with SPRWS to resolve such Issues in a timely manner to avoid impacting the project timeline;
> will identify any Risks that may surface during the project, and like with Issues, Licensor's PM will log these Risks and work with SPRWS and PW to either mitigate the Risk or find an acceptable resolution to the Risk;
> will work closely with SPRWS and PW PMs on tracking and reporting status; Status Reporting will be provided based on SPRWS's and PW's format for such Status Reports; frequency of conducting Status Reporting meetings will be done per SPRWS and PW guidelines; and
> will establish a Governance framework, which will include a Communication Plan and document the Change Control Process to be used throughout the duration of the project – all of which will be reviewed with and approved by SPRWS and PW.

Any gaps in SPRWS's and PW's WAM configuration will be identified during the project in which Licensor's Project Manager and project members will provide solutions to close the gaps. If SPRWS and PW need assistance modifying or extending the capabilities of WAM, Licensor has very qualified resources that can assist. Licensor did not estimate any effort as part of the proposal as it is unknown at this time, however resource hourly rates were provided in the Attachment 3 – Budget Costs spreadsheet, tab 6 – Labor Rates.

Technical and Functional Requirements

The InField Mobile Platform (InField) is commercial software as a service (SaaS) wholly owned by Licensor. The platform allows SPRWS and PW to pick and choose from multiple mobile product offerings to meet its needs. Over the last three years the platform was originally designed to meet the needs of mobile field crews but has expanded to include data collection, timekeeping, warehousing, and customer self-service mobile applications. With this enterprise architecture in the cloud it allows SPRWS and PW to integrate multiple enterprise applications into one commercial mobile platform. Licensor's mobile development group also offers custom mobile application development to meet individualized SPRWS and PW needs where an existing product offering is not available. InField Mobile product offerings are compatible with Oracle WAM 1.9 and WAM 2.1.x. Licensor will implement three commercial off-the-shelf InField Mobile applications with no customizations and is part of the base product.

InField Mobile – Crew: The application used daily by all SPRWS and PW field crews to record work completion, charges, capture documents, and complete digital forms.

InField Mobile – Viewer: Enhanced geospatial functionality allowing mobile viewing of linear (GIS) assets, feature attributes and the completion of ad-hoc inspections and work orders.

InField Mobile – Supervisor: InField Supervisor is a web-based solution, not a mobile application, that provides SPRWS and PW supervisors with functions including but not limited to: dynamic crew management and drag/drop work scheduling to crews.

InField Mobile applications provide SPRWS and PW with the following key benefits:

Complete integration with Oracle WAM

Complete screen designs and layouts related to specific transactions (i.e. time entry, task closeout, specification updates, and much more)

Configuration through Oracle WAM – eliminate the burden of managing multiple configurations. InField Mobile applications read all configurations for pop-lists, required fields, service history, etc. from SPRWS's and PW's WAM configuration.

True Connected/Disconnected Modes Multi-

Plant Support

One App, Multiple Environments – SPRWS and PW has ability to choose which environment to login to (Production, Dev/Test, Training)

Supports iOS and Android enabled devices

Integration of the InField Mobile – Crew application with SPRWS's Advanced Utility Systems CIS application would require configuration or modification. Licensor will develop a CIS connector to the InField Mobile – Crew application, utilizing both Advanced Utility Systems and Licensor's Restful API services, to provide field service crews the ability to perform service orders that will originate from SPRWS's CIS application.

Licensor will also modify the InField Mobile – Crew applications SPRWS interface (UI) to dynamically change the information related to a CIS order and the information needed to complete a service order from CIS depending upon the origin or the order (i.e. CIS or WAM).

For CIS related orders, the following information will be displayed or captured:

Address (Street No, Street Name Zip, etc.)

Customer Info (Name, Phone number etc.)

Task description

Previous meter read or service orders at that location

Completion codes per service order type

Meter change out (Old meter No. and reading, new meter no and reading)

Employee

Crew

Data related to meter and service information

WAM Deliverables

InField Mobile - Crew was designed from the ground up as a native disconnected and connected-capable mobile application for enterprise work and asset management systems. Supporting out of the box configurations to multiple enterprise systems including Oracle WAM, the time to go-live is extremely low. With the ease of use, and the ease of integration and configuration as number one design and function factors, SPRWS and PW will be able to quickly configure the mobile application using business rules and configuration in the enterprise application to get up and running quickly.

InField Mobile - Viewer is a connected/disconnected GIS Map in the field, showing connectivity model and feature classes, provides the ability to create work orders based on feature selection, ability to view feature attributes, and the ability to punch out to native devices mapping street view based on latitude and longitude coordinates.

InField Mobile - Supervisor is a web-based solution, not a mobile application, that provides SPRWS and PW supervisors with functions including but not limited to: dynamic crew management and drag/drop work scheduling to crews. The features of crew management allow each supervisor to easily associate employees with crews on a daily basis through drag/drop capabilities.

Scheduling Work Orders – The InField Supervisor also provides SPRWS and PW supervisors the ability to see all work that is available for scheduling and allows the supervisor to organize the work in folders defined by the supervisor as well as predefined folders such as: Inbox (work not scheduled or assigned), Finished (work completed in the field), Re-Assign (work unable to be completed in the field). From this portal, the supervisor also has the ability to assign work orders to specific crews using drag/drop from any folder they have created.

For work that is not able to be completed in the field, the SPRWS and PW field users using the InField Crew application can set the work order task to On-Hold or Re-Assign (or other settings defined during implementation) using the work phase field. This would communicate back to the InField Supervisor portal (as well as WAM) to be reviewed and possible re-assigned to a different crew by the Supervisor.

Receive Assigned Work Order Tasks – The starting point for all tasks or service requests. SPRWS and PW are displayed basic information needed to complete their task, including address, assets or asset list. From here SPRWS and PW can navigate to:

> View Asset
> View Asset History
> View or Edit Asset Specification (depending on permission)
> View Asset Bill of Material

Review Work Order Details and Associated Documents – The one-shot screen for SPRWS and PW to understand what is planned on the task. Planned labor, equipment, and materials are laid out for SPRWS and PW to reference what should be used and charged as a result of its work. SPRWS and PW can also reference any notes or step procedures that has been added.

Documents – SPRWS and PW is able to reference any documents that are added to the task. Using inherent features in the WAM application any documents attached to the asset can be carried automatically to the task. Installation photos, previous work orders photos, manuals, MSDS sheets, plats, can all be transmitted to the user in the field. SPRWS also has the ability to attach photos and videos to the task and are automatically brought back into WAM.

Charges – Activity Tracking, Labor, Equipment (Direct Charges), and Material can all be added to the task. SPRWS and PW equipped with mobile devices with cameras are able to use barcode-scanning capabilities to charge material to their tasks from un-manned warehouses or from truck stock.

Modifications would need to be made to the InField Mobile – Crew application to allow for the initiation and acceptance of a stock transfer record of material between trucks. Field crews are allowed to see inventory in WAM defined storerooms they have been granted access to. There is current functionality that will create checkout requests for material used on the trucks throughout the day as a means to replenish truck stock. Licensor will develop a setting that would allow SPRWS and PW the ability to suppress this functionality and in turn create a stock transfer record in order to replenish truck stock.

Asset Data Collection – The starting point for all tasks or service requests. Users are displayed basic information needed to complete their task, including address, assets or asset list. From here SPRWS and PW can navigate to:
> View or Edit Asset Specification (depending on permission)
> Add Asset Runtime
> Add Asset Readings

Complete Assigned Work Order Tasks – Similar to the task finishing wizard in WAM SPRWS and PW are able complete their tasks in the field and update phase, finishing comments, failure codes/modes, repair codes, component codes, etc. as they would according to the WAM configuration.

Complete PM Routes and Associated Stops – Enhanced route functionality allows SPRWS and PW to organize their route by sequence or criticality. The same functions allowed on the planned asset are also allowed on the asset on the route stop. Functions such as: viewing asset work history, asset specification attributes, asset bill of materials, and adding asset runtime or operational readings.

GIS Integration to display work orders and facilities –

GIS Maps refers to ESRI arcGIS Server (version 10.3 and later).

InField Mobile - Viewer is a connected/disconnected GIS Map in the field, showing connectivity model and feature classes, provides the ability to create work orders based on feature selection, ability to view feature attributes, and the ability to punch out to native devices mapping street view based on latitude and longitude coordinates.

InField Mobile – Crew allows field crews to see their work order/service order list displayed on native mapping solutions depending upon the type of device being used (i.e. Google Maps or Apple Maps). Using those native applications, users will be able to use turn-by-turn navigation when in connected mode.

InField Mobile – Supervisor provides the supervisor using the portal, the ability to see the work orders/service orders that are in their queue on a map and the orders are color coded based on status. This allows the supervisor to see work progress by crew or overall work queue.

CIS Deliverables

Integration of the InField Mobile – Crew application with SPRWS's Advanced Utility Systems CIS application would require configuration or modification. Licensor will develop a CIS connector to the InField Mobile – Crew application, utilizing both Advanced Utility Systems and our Restful API services, to provide field service crews the ability to perform service orders that will originate from SPRWS's CIS application.

Licensor will also modify the InField Mobile – Crew applications user interface (UI) to dynamically change the information related to a CIS order and the information needed to complete a service order from CIS depending upon the origin or the order (i.e. CIS or WAM).

InField Mobile – Supervisor is a web-based solution, not a mobile application, that provides the supervisors with functions including but not limited to: dynamic crew management and drag/drop work scheduling to crews. The features of crew management allow each supervisor to easily associate employees with crews on a daily basis through drag/drop capabilities.

Scheduling Service Orders – The InField Supervisor also provides the supervisor the ability to see all work that is available for scheduling and allows the supervisor to organize the work in folders defined by the supervisor as well as predefined folders such as: Inbox (work not scheduled or assigned), Finished (work completed in the field), Re-Assign (work unable to be completed in the field). From this portal, the supervisor also has the ability to assign work orders to specific crews using drag/drop from any folder they have created.

InField Supervisor scheduling to allow for the scheduling of work to a specific day and time and visually representing a crew's schedule in a calendar format. This functionality will be delivered by the end of 2019 calendar year.

For work that is not able to be completed in the field, the field user using the InField Crew application can set the work order task to On-Hold or Re-Assign (or other settings defined during implementation) using the work phase field. This would communicate back to the InField Supervisor portal (as well as WAM) to be reviewed and possible re-assigned to a different crew by the Supervisor.

Receiving Assigned Service Orders – The starting point for all tasks or service orders. Users are displayed basic information needed to complete their service order, including customer information, past meter reads, or past service orders.

Review Service Order Details and Associated Documents – The one-shot screen for the SPRWS to understand key information related to the service order such as:

        Address (Street No, Street Name Zip, etc.)
        Task description
        Specific instructions

Documents – SPRWS able to reference any documents that are added to the service order.

Complete Assigned Service Orders – SPRWS able complete their service orders in the field and update finishing comments and other completion codes.

Employee Log Sheet – Further discussion with SPRWS is needed related to this business requirement as Licensor feels there could be ways to utilize the existing capabilities in WAM or CIS to give field crews specific work tasks that are not associated to a customer account that would follow the same functional flow of the applications described above. If it is determined that modification to SPRWS and PW processes is feasible or desirable, Licensor can develop a custom component or even a small custom mobile application specific to Employee Log Sheets. Cost associated with such would be discussed at that time with SPRWS and PW once all requirements are known.

GIS Integration to Display Service Orders and Facilities

InField Mobile – Viewer is a connected/disconnected GIS Map in the field, showing connectivity model and feature classes, provides the ability to create work orders based on feature selection, ability to view feature attributes, and the ability to punch out to native devices mapping street view based on latitude and longitude coordinates.

InField Mobile – Crew allows field crews to see their work order/service order list displayed on native mapping solutions depending upon the type of device being used (i.e. Google Maps or Apple Maps). Using those native applications, SPRWS and PW will be able to use turn-by-turn navigation when in connected mode.

InField Mobile – Supervisor provides the supervisor using the portal, the ability to see the work orders/service orders that are in their queue on a map and the orders are color coded based on status. This allows the supervisor to see work progress by crew or overall work queue.

Additional CIS and WAM Deliverables

Native Mobile Functions Available Though InField Mobile
Both applications, InField Mobile – Crew and InField Mobile – Viewer, support all native features of the device such as: Native mapping and routing for work order/service order location and directions, Bluetooth support for external keyboards or scanning devices, photo capture devices, GPS enhancement, Voice to text, touch ID login.

Configuration
User access control for WAM users are controlled in the WAM application as the InField Mobile applications verify user access based on the WAM user profiles. For CIS related users, Licensor will utilize the RESTful API provided by Advanced Utility Systems to verify user ID's and password.

Configuration through Oracle WAM eliminates the burden of managing multiple configurations. InField Mobile applications read all configurations for list of values (either code tables or custom list of values), required fields, service history, etc. from your WAM configuration. As SPRWS's and PW's WAM configuration changes so does the mobile applications without any administrator involvement.

System Scalability & Potential Advanced Integrations
Licensor's InField Mobile platform is built with standardized integration points using RESTful Web API's. Licensor's InField Mobile applications are able to scale with client's desired functional needs and can accept orders, asset readings or send out information to systems like document retention or fleet/fuel management.

SPRWS and PW Technical Network Environment Information

The proposed solution is a Near Real Time, cloud hosted web service-oriented architecture. This solution was chosen over other available options because of its compartmentalized security infrastructure, allowing only calls from the SPRWS and City of Saint Paul networks to dictate the available information available to mobile devices, and updates to the enterprise application. This approach requires NO additional hardware, and only requires configuration of the WAM application and installation of a database package. Mobile devices NEVER interact with SPRWS or City of Saint Paul's networks, only the InField servers, and since all calls originate from SPRWS/ City of Saint Paul network there is NO need to place any WAM server outside the DMZ.

InField Infrastructure
The InField Infrastructure is built on a scalable, non-blocking, low latency, high security backbone.

High Level Overview
Schedule jobs are created in Oracle WAM to POST new records to the InField Servers, PUT updated records to the InField Servers, and GET any modified records from the InField Servers that should be updated back to WAM. These encrypted one-way web service calls over https from SPRWS and PW networks to the InField servers use basic authentication followed by token authentication for subsequent calls. These scheduled jobs run every minute providing "Near Real Time" updates and information available for the mobile devices.
SPRWS and PW using the mobile application is able to login and retrieve its work orders and configuration from the InField Servers provided that they have an active WAM account, a valid WAM username, and a valid WAM password. Once SPRWS and PW user has logged in, they have 48 hours to work in a disconnected mode on the work orders on their device.

InField Technical Security

The InField Infrastructure is primarily hosted on Amazon's Cloud Services. Amazon has been independently audited and certified as ISO 27001 certified. This certification certifies that their applications, systems, people and processes comply with the standard. EY CertifyPoint regularly independently audits them. More information can be found about their security and compliance by visiting https://aws.amazon.com/compliance/.

The InField Infrastructure has multiple layers of security that are regularly monitored. Licensor abides by the ISO 27002 best practices. Some highlights of the security controls in place include:

Audited by Oracle Partner Network for Certified Solution Status.
Human Resource Security.
Employees are granted least privilege within company networks, and steps are put in place to remove privileges upon that employee's departure. Generally, only two employees are ever granted access to a production infrastructure.
Physical Security
Independent Cloud Infrastructures.
Physical Security controlled by
Amazon Access Control
Cloud Infrastructures can only be accessed with two-factor authentication, one of which is a rolling passkey.
Asset   Management   /   Physical
Security Single port of entry in the
Application   All   service   calls   are
encrypted
Basic authentication to retrieve token
Expiring tokens based on request forging
Application Access control
All passwords stored as salted hashes
All databases use complete storage encryption
Networks external access is IP and port controlled.
Hardware and Software firewalls updated and audited against known blacklisted IP's provided by third party, and those with any intrusion attempts. All Infrastructure calls are monitored for compliance and network is routinely monitored for intrusion detection.
Software Deployment and Maintenance
No RDP, SSH, or other viewer access into the network or servers. All servers are imaged and then deployed.
Software version control.
Software versions are put into coded escrow with user beneficiaries.
Information Security Incident Management Plan
All employees are informed of their incident reporting responsibilities.
SPRWS and PW are immediately notified, even in the case of suspected breach.

Board of Water Commissioners
of the City of Saint Paul
1900 Rice Street
Saint Paul, MN 55113

Process Solutions Assurance
28150 N. Alma School Pkwy
Suite 103-177
Scottsdale, AZ 85262

Board of Water Commissioners
of the City of Saint Paul:
This Agreement has been duly executed by the
Board of Water Commissioners of the City of Saint
Paul via electronic approval

Contractor:

Signature

_____

_____
Printed Name

_____
Title

_____
Date