

City of Fayetteville Staff Review Form

2019-0331

Legistar File ID

6/18/2019

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Keith Macedo

5/21/2019

INFORMATION TECHNOLOGY (170)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Resolution awarding RFP 18-18 and approving an agreement with Lucity Inc. to purchase Lucity's asset management and work order software in the amount of in the amount of \$290,960.00, approve funding for five (5) years of annual software maintenance in the amount of \$135,000.00, and approve a 10% contingency in the amount of \$29,096.00.

Budget Impact:

4470.200.8200-5801.00

Sales Tax Capital

Account Number

Fund

19002.1

Police Mobile Computer Terminal
Replacement

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,011,535.00

Funds Obligated \$ 425,590.30

Current Balance \$ 585,944.70

Does item have a cost? Yes

Item Cost \$ 320,056.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 265,888.70

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution 137-18 _____

Change Order Number: _____

Approval Date: _____

Original Contract Number _____

Comments:



MEETING OF JUNE 18, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Keith Macedo, Director of Information Technology

DATE: May 29, 2019

SUBJECT: Resolution awarding RFP 18-18 and approving an agreement with Lucity, Inc. to purchase Lucity's Enterprise Asset Management software in the amount of \$290,960.00, approve funding for five (5) years of annual software maintenance in the amount of \$135,000.00, and approve a 10% contingency in the amount of \$29,096.00.

RECOMMENDATION:

Resolution awarding RFP 18-18 and approving an agreement with Lucity Inc. to purchase Lucity's asset management and work order software in the amount of \$290,960.00, approve funding for five (5) years of annual software maintenance in the amount of \$135,000.00, and approve a 10% contingency in the amount of \$29,096.00.

BACKGROUND:

The City purchased asset management and work order software from Hansen Technology, Inc. in January of 2002 and have been using the software since 2003 within Transportation, Parks Maintenance, Recycling and Trash, Water and Sewer, and Facilities Management. The City has not upgraded Hansen in the past 6 years due to the cost upgrading to Hansen's current version and the amount of staff hours required to implement an upgrade. City staff is requesting new software to assist with the streamlining of internal staff and external customer processes to improve the overall efficiency of our infrastructure asset management and related work order maintenance.

DISCUSSION:

In the fall of 2018, the Information Technology (IT) division organized a group of key staff members to develop a request for proposal for a new asset management and work order software application. The City's Purchasing division posted RFP 18-18 on November 16, 2018 and closed the RFP on December 20, 2018 with 12 vendors submitting proposals. An RFP committee was convened with City staff from Accounting, Facilities Management, IT, GIS, Purchasing, Water and Sewer, and Transportation and Council Member Sarah Bunch. The RFP committee met on January 17, 2019 to review the submittals and selected 3 vendors to present onsite demonstrations. Tyler Technologies, CarteGraph, and Lucity provided onsite demonstrations on February 27 and provided follow-up remote meetings on March 12 to review functionality and ease of use. After each demonstration the group discussed each software application's functionality and usability based on the following criteria: automation of work flow, mobile device capability for field workers, GIS integration, asset management, flexibility to adapt to changing business processes, a vendor that could provide consulting services related to best

practices, and a robust website portal to improve how customers submit work requests related to City infrastructure.

The RFP committee selected Lucy as the best vendor to provide a new asset management and work order system. IT staff then reached out to four Lucy municipal customers from Kansas, Texas, and Virginia to discuss their experience with Lucy. The four customers provided very positive comments regarding Lucy's software, support, and implementation.

Staff is confident that Lucy will provide significantly enhanced functionality which will provide greater efficiency in the management of City infrastructure and work order management for City staff in the Transportation, Parks Maintenance, Recycling and Trash, Water and Sewer, and Facilities Management departments. In addition to improving staff efficiency, Lucy provides a public portal and mobile application integration to allow the public to submit work requests and track progress.

BUDGET/STAFF IMPACT:

In June of 2018 City Council approved the purchase of EnerGov Development Services software and approved a budget adjustment to consolidate the remaining ERP CIP funds and the CIP funds allocated to replace Hansen. The new consolidated CIP project would provide funding to replace the Development Services related software and the asset management and work order related software. The current ERP CIP project has \$425,590.30 available to fund the purchase of Lucy. Annual software maintenance will be funded from the IT operating budget. The combined annual software maintenance of both EnerGov and Lucy will be an approximate \$7,000.00 increase over existing Hansen annual software maintenance.

Attachments: Staff Review Form, Staff Review Memo, Lucy agreement



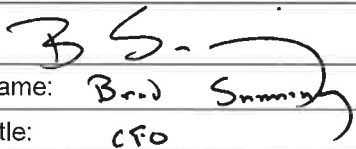
Solutions Agreement

This Lucity Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between Lucity, Inc., a Kansas Corporation with its principal place of business in Overland Park, KS ("**Lucity**") and the **City of Fayetteville** ("**Customer**"), together with Lucity, the "**Parties**", and each, a "**Party**".

WHEREAS, Lucity licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and Lucity desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

LUCITY, INC.	CITY OF FAYETTEVILLE
1000 Business Center Dr. Lake Mary, FL 32746	113 W. Mountain Fayetteville, AR 72701
By: 	By:
Print Name: Brad Sumner	Print Name: Lioneld Jordon
Print Title: CFO	Print Title: Mayor
Date Signed: 5/26/19	Date Signed:

1. LucitySolution: [Lucity]

2. Term.

2.1. Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

2.2. Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

2.3. Non-Renewal. Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party 60 days prior to the expiration of the current contract term.

3. Fees. In consideration of the rights and services granted by Lucity to Customer under this Agreement, Customer shall make payments to Lucity pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

- 4.3. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 4.4. **"Baseline"** means the version of a Lucy Solution updated to the particular time in question through Lucy's warranty services and maintenance, but without any other modification whatsoever.
- 4.5. **"Component System"** means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. **"Custom Modification"** means a change that Lucy has made at Customer's request to any Component System in accordance with a Lucy-generated specification, but without any other changes whatsoever by any Person.
- 4.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. **"Defect"** means a material deviation between the Baseline Lucy Solution and its Documentation, for which Defect Customer has given Lucy enough information to enable Lucy to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Lucy's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the Lucy-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Lucy enough information to enable Lucy to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Lucy's control.
- 4.10. **"Documentation"** means any manuals, instructions, or other documents or materials that Lucy provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to Lucy Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal

Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Lucy.
- 4.19. **"Representatives"** means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. **"Lucy Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of Lucy.
- 4.21. **"Lucy Solution(s)"** means the Component Systems, Documentation, Custom Modifications, development work, Lucy Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by Lucy or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.22. **"Lucy Systems"** means the information technology infrastructure used by or on behalf of Lucy to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Lucy or through the use of third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to Lucy.

5. License, Access & Services.

- 5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, Lucy hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Lucy Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution.
- 5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, Lucy hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. Lucy shall deliver to Customer the initial copies of the Lucy Solution(s) outlined in Exhibit 1 by (a) electronic delivery, by posting it on Lucy's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB-Lucy's shipping point, and electronic delivery is deemed effective at the time Lucy provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**
- 5.3. Documentation License. Lucy hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.4. Service and System Control. Except as otherwise expressly provided in this Agreement:
 - 5.4.1. Lucy has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
 - 5.4.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 5.5. Limitations. Customer must provide Lucy with such facilities, equipment and support as are reasonably necessary for Lucy to perform its obligations under this Agreement, including, if required by Lucy, remote access to the Customer Systems. Lucy is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any

obligations under this Agreement.

- 5.6. Exceptions. Lucy has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:

- 5.6.1. software, or media on which provided, that is modified or damaged by Customer or third party;
- 5.6.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
- 5.6.3. any negligence, abuse, misapplication, or misuse of the Lucy Solution other than by Lucy personnel, including any Customer use of the Lucy Solution other than as specified in the Documentation or expressly authorized in writing by Lucy;
- 5.6.4. any Customer's failure to promptly install any New Releases that Lucy has previously made available to Customer;
- 5.6.5. the operation of, or access to, Customer's or a third party's system, materials or network;
- 5.6.6. any relocation of the Lucy Solution other than by Lucy personnel;
- 5.6.7. any beta software, software that Lucy makes available for testing or demonstration purposes, temporary software modules, or software for which Lucy does not receive a fee;
- 5.6.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).

- 5.7. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with Lucy and the respective rights holders.

- 5.8. Changes. Lucy reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Lucy's services to its customers, the competitive strength of or market for Lucy's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a Lucy issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.

- 5.9. Subcontractors. Lucy may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").

- 5.10. Security Measures. The Lucy Solution may contain technological measures designed to prevent unauthorized or illegal use of the Lucy Solution. Customer acknowledges and agrees that: (a) Lucy may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce Lucy's rights, including all Intellectual Property Rights, in and to the Lucy Solution; (b) Lucy may deny any individual access to and/or use of the Lucy Solution if Lucy, in its reasonable discretion, believes that person's use of the Lucy Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) Lucy may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

6. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

- 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 6.4. input, upload, transmit, or otherwise provide to or through the Lucy Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Lucy Systems, or Lucy's provision of services to any third party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;
- 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to Lucy's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide Lucy Personnel with such access to Customer's premises and Customer Systems as is necessary for Lucy to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as Lucy may reasonably request to enable Lucy to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. Lucy is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify Lucy of any such actual or threatened activity.

8. Professional Services.

- 8.1. Compliance with Customer Policies. While Lucy Personnel are performing services at Customer's site, Lucy will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Lucy in writing or in advance. Customer shall promptly reimburse Lucy for any out-of-pocket costs incurred in complying with such procedures and policies.
- 8.2. Contributed Material. In the process of Lucy's performing Professional Services, Customer may, from time to time, provide Lucy with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to Lucy a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Lucy, Lucy's Affiliates and Lucy's licensees to make, use, sell and create derivative works of the Contributed Material.

9. Confidentiality.

- 9.1. Confidential Information. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of Lucy includes the Solutions, all software provided with the Solutions, and

algorithms, methods, techniques and processes revealed by the Source Code of the Solutions and any software provided with the Solutions. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**").

- 9.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information.
- 9.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
- 9.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
 - 9.3.2. not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;
 - 9.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;
 - 9.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.
- 9.4. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under this section; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.
- 9.5. Trade Secrets. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

10. Security.

- 10.1. Lucy will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Lucy will review and test such safeguards on no less than an annual basis.
- 10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
- 10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of Lucy in the Solutions and Documentation, and disclaim any liability or responsibility of Lucy with respect to such Authorized Users.

11. Personal Data. If Lucy processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Lucy's obligations under this Agreement, then:

- 11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Lucy shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Lucy so that Lucy may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Lucy processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Lucy to provide the Solutions and perform its other obligations under this Agreement; and
- 11.3. Lucy shall process personal data and information only in accordance with lawful and reasonable instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 11.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

- 12.1. Software Warranty. Lucy warrants to Customer that for a period of twelve (12) months from the Execution Date, the Solutions (as delivered to Customer by Lucy and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects, including being free from any viruses or Harmful Code.
- 12.2. Professional Services Representation and Warranty. Lucy represents, warrants, and covenants to Customer that during the Term, Lucy will perform Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Professional Services were performed in violation of this warranty, it will notify Lucy within thirty (30) days of service performance describing the issue, together with adequate supporting documentation and data. Upon receipt of such notice, Lucy's obligation will be to re-perform the particular Professional Services affected as soon as commercially reasonable at no additional charge.
- 12.3. Support Services Representation and Warranty. Lucy represents, warrants, and covenants to Customer that during the Term, Lucy will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.
- 12.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, LUCY MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT LUCY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, LUCY EXPRESSLY DOES NOT WARRANT THAT A LUCY SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE LUCY SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN LUCY PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH

ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY LUCITY'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

13. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to Lucy: **Lucity**
1000 Business Center Dr.
Lake Mary, FL.
Phone: 407-304-3235 **email: contracts@centralsquare.com**
Attention: Senior Counsel / Contracts Department

If to Customer: **City of Fayetteville**
113 W. Mountain
Fayetteville, AR 72701
Phone: 479-575-8320 **email: kmacedo@fayetteville-ar.gov**
Attention: Keith Macedo

14. Force Majeure.

- 14.1. No Breach or Default. Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, acts and omissions of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault of the Party failing or delaying in performance.
- 14.2. Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. Mutual Indemnification.

- 15.1. Lucity Indemnification. Lucy shall indemnify, defend, and hold harmless Customer and Customer's officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate of Customer) that Customer's use of the Solutions in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights, US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:
- 15.1.1. Third-Party Materials or Customer Data;
 - 15.1.2. access to or use of the Solutions in combination with any hardware, system, software, network, or other materials or service not provided by Lucy or specified for Customer's use in the Documentation;
 - 15.1.3. modification of the Solutions other than: by or on behalf of Lucy or with Lucy's written approval in accordance with Lucy's written specification;
 - 15.1.4. failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Lucy; or
 - 15.1.5. act, omission, or other matter described in Section 15.2 below, whether or not the same results in any Action against or losses by any Lucy Indemnitee.
 - 15.1.6. Gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

15.1.7.

15.2. Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at that party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice that is reasonably acceptable to the indemnitee to handle and defend the same.

15.3. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND LUCITY'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

16. Termination. This Agreement may be terminated:

16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

17. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

17.1. all rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to Lucy's Confidential Information relating to the Solutions, and within thirty (30) days deliver to Lucy, or at Lucy's request destroy and erase Lucy's Confidential Information from all systems Customer directly or indirectly controls; and

17.2. all licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to Lucy of any kind are immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty days.

17.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnification & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

17.4. Return of Customer Data. If Customer requests in writing at least 30 days prior to the effective date of expiration or earlier termination of this Agreement, Lucy shall within 60 days following such expiration or termination, deliver to Customer in Lucy's standard format the then most recent version of Customer Data maintained by Lucy, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

17.5. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), Lucy will provide reasonable assistance. Lucy and Customer will negotiate in good faith to establish the relative roles and responsibilities of Lucy and Customer in effecting Deconversion, as well as the appropriate date for completion. Lucy shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at Lucy's then standard rates.

18. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Lucy's prior written consent, which consent Lucy may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Lucy's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

- 19. No Waiver.** A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.
- 20. Jurisdiction and Governing Law.** This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Arkansas excluding choice of law. Each party irrevocably (i) agrees that a Circuit Court in Washington County, Arkansas or the United States District Court for the Western District of Arkansas shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.
- 21. Severability.** If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

22. LIMITATIONS OF LIABILITY.

- 22.1. LIMITED LIABILITY OF LUCITY.** LUCITY'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED TWO TIMES (X2) THE TOTAL CONTRACT VALUE (TCV), MEASURED BY TOTAL AMOUNTS CUSTOMER IS SCHEDULED TO PAY UNDER THE INITIAL TERM IN ANY EVENT, LUCITY SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.
- 22.2. EXCLUSION OF DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL LUCITY, LUCITY PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, OR DIMINUTION IN VALUE, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT LUCITY, LUCITY PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.
- 22.3. BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT LUCITY HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.
- 23. Third-Party Materials.** Customer is hereby advised that Lucy provides front-line support services for third parties, but these third parties assumes all responsibility for and liability in connection with the Third-Party Materials. Lucy is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Lucy is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes Lucy to do so. As a condition precedent to installing or accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider.
- 24. Entire Agreement; Amendment and Modification.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order, agreement, or other ordering document issued by Customer at any time for any reason, will not modify or affect this Agreement nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the products or services ordered. No modification of this Agreement will be effective unless it is in writing, is signed by each Party, and expressly provides that it amends this Agreement. Notwithstanding any language to the contrary herein, numbered Add-On Quotes on Lucy letterhead issued by authorized Lucy representatives and signed by Customer shall constitute an amendment to this Agreement.

- 25. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 26. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 27. Cooperative Purchases.** This Contract may be used by other government agencies. Lucity has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between Lucity and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.
- 28. Incorporated Exhibits to this Agreement:**
- Exhibit 1 – Schedule of Costs and Invoicing
 - Exhibit 2 - Maintenance & Support Standards
 - Exhibit 3 – Travel Guidelines
 - Exhibit 4 – Insurance Requirements
 - Exhibit 5 – Scope of Services
 - Exhibit 6 – Schedule of Software

EXHIBIT 1

Schedule of Costs and Invoicing

The following tables summarize costs and invoicing for the software licenses and services to be provided by Lucy to the City of Fayetteville for the Project.

Item	Total	Invoicing
Software License Fees (reference Exhibit "B")	\$125,000.00	One hundred percent (100%) will be invoiced upon installation of software by Lucy
Services Costs (reference Exhibit "D")	\$165,960.00	Invoiced monthly based on project progress (i.e. % completion of each task)
Constant Connection Program Fees (reference Exhibit "C")	\$0.00	No fees invoiced for "INITIAL SUPPORT TERM " (twelve (12) months following agreement execution)
TOTAL – PROJECT COSTS	\$290,960.00	
Constant Connection Program Fees - Renewals	\$25,000.00	Year 2 fee invoiced sixty (60) days prior to Year 1 expiration date
TOTAL – RECURRING COSTS	\$25,000.00	

Access to Lucy Constant Connection Program resources and services in subsequent years (after the term of the contract) is renewable annually for the software programs by mutual agreement and is subject to an inflationary increase not to exceed two and one-half percent (2.5%) each year.

Prices are in U.S dollars. Taxes (if applicable) are not included.

EXHIBIT 2

Support Standards

PART I - Premises Based Solutions

I. Support Hours: Hours During Which Lucy's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). The Lucy Support Center can be reached 24/7, and is supported by ZenDesk, a web-based customer service software and support ticket system.

II. Targeted Response Times.

"Notification" means a communication to Lucy's help desk by means of: (i) Lucy's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Lucy's then-current policies and procedures for submitting such communications.

III. Support Terms.

Beginning on the Execution Date and continuing for twelve (12) months thereafter ("Initial Support Term"), Lucy shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("Renewal Support Term"). This renewal will continue until termination of this Agreement.

Details about support levels of service can be found here:

<https://lucity.zendesk.com/hc/en-us/articles/205096764>

Details about version support policy can be found here:

<https://lucity.zendesk.com/hc/en-us/articles/202489370-Version-Support-Details>

EXHIBIT 3

Travel Expense Guidelines

Lucity will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Lucity Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Lucity will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Lucity shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING – Lucity will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Lucity employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Lucity shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Lucity auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Lucity staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

EXHIBIT 4

Minimum Insurance Requirements

Lucity shall maintain the following insurance coverage:

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for Lucity or around Lucity's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

EXHIBIT 5
Scope of Services

EAM IMPLEMENTATION							
Work Plan Task	Effort				Cost		
	# On-site Trips	Hours			Labor	Expenses	Total
		On-site	Remote	Total			
1 PROJECT MANAGEMENT	2	32	178	210	\$ 30,700.00	\$ 2,500.00	\$ 33,200.00
1.A INITIATION	0	0	2	2	\$ 300.00	\$ -	\$ 300.00
1.B PROGRESS	0	0	96	96	\$ 14,400.00	\$ -	\$ 14,400.00
1.C CONTINGENCY	2	32	80	112	\$ 16,000.00	\$ 2,500.00	\$ 18,500.00
2 INSTALLATION & KICKOFF	1	16	14	30	\$ 6,120.00	\$ 1,250.00	\$ 7,370.00
2.A IT/GIS AUDIT	0	0	6	6	\$ 1,080.00	\$ -	\$ 1,080.00
2.B INSTALLATION	0	0	4	4	\$ 720.00	\$ -	\$ 720.00
2.C KICKOFF MEETING	1	16	4	20	\$ 4,320.00	\$ 1,250.00	\$ 5,570.00
3 SYSTEM CONFIGURATION	8	128	312	440	\$ 79,100.00	\$ 10,000.00	\$ 89,100.00
3.A DISCOVERY	2	32	16	48	\$ 9,600.00	\$ 2,500.00	\$ 12,100.00
3.B FUNCTIONAL GROUPS	6	96	80	176	\$ 33,600.00	\$ 7,500.00	\$ 41,100.00
3.C GIS	0	0	60	60	\$ 9,000.00	\$ -	\$ 9,000.00
3.D DATA CONVERSION	0	0	120	120	\$ 18,000.00	\$ -	\$ 18,000.00
3.E INTEGRATION	0	0	36	36	\$ 5,400.00	\$ -	\$ 5,400.00
3.F CIVIC ENGAGEMENT CONFIG	<i>lump sum</i>				\$ 3,500.00	\$ -	\$ 3,500.00
4 TRAINING	5	80	104	184	\$ 30,040.00	\$ 6,250.00	\$ 36,290.00
4.A ADMINISTRATION	0	0	24	24	\$ 3,240.00	\$ -	\$ 3,240.00
4.B PRODUCTION	5	80	80	160	\$ 26,800.00	\$ 6,250.00	\$ 33,050.00
TOTALS	16	256	608	864	\$ 145,960.00	\$ 20,000.00	\$ 165,960.00

Notes & Assumptions:

- Implementation for Water Distribution, Sewer Collections, Streets, Traffic, Storm, Parks, Facilities, Airport and Solid Waste. Also Includes Inventory Control/Warehouse.
- Implementation of Pavement Analysis (IMS data) not included.
- Data conversion of the Hansen 7 data for Water, Sewer and Solid Waste is an estimate at this time. No data conversion included for Parks, Facilities or Airport.
- Integration to include Fueling Import, Payroll Export and Laserfiche integration scope.
- Expenses are an estimate and will be billed at actual.

5.1 IMPLEMENTATION SCHEDULE

Lucity anticipates that the City's implementation will generally progress according to the schedule below.

5.1.1 PROPOSED SCHEDULE

Task	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
PROJECT MANAGEMENT												
INITIATION												
PROGRESS												
INSTALLATION & KICKOFF												
IT/GIS AUDIT												
INSTALLATION												
KICKOFF MEETING												
SYSTEM CONFIGURATION												
DISCOVERY												
FUNCTIONAL GROUPS												
GIS												
DATA CONVERSION												
INTEGRATION												
TRAINING												
ADMINISTRATION												
PRODUCTION												

5.2 PROJECT MANAGEMENT

Following is an outline of our proposed Implementation Work Plan. This approach and methodology have proven successful over many years for Lucity clients similar to the City with regard to size, organization, needs, and asset management scope. This Work Plan assumes an on-premises deployment of the System.

Lucity Implementation Process



5.2.1 INITIATION

A meeting will take place as soon as possible after issuance of the Notice to Proceed to introduce key Project Team members and initiate project activities. An outline of the expected agenda for the Initiation Meeting follows.

- **Project Team** – Review roles, responsibilities, and personnel assignments; and identify primary contacts and exchange contact information.
- **Software** – Verify licensing details.
- **Project Plan** – Set dates for IT/GIS Audit, Installation, and Kickoff tasks – our recommendation is for the IT/GIS Audit to be **completed** as soon as possible, and Installation to be completed prior to Kickoff.

Participation in the Initiation Meeting should include the following Project Team members:

Lucity

- Project Manager
- Account Manager
- IT Specialist

City

- Project Manager
- System Administrator
- Project Sponsor

5.2.2 PROGRESS

An outline of the project management activities expected throughout the project follows:

- **Meetings & Workshops** – convene bi-weekly (i.e. twice per month) Project Progress meetings to review Project Plan completion status and provide agendas and “Trip Report” documents.
- **Project Plan** – provide updates as needed based on approved revisions to scope and/or schedule.
- **Invoicing** – Prepare billing summaries and submit invoices to the City for approval and payment processing.

Participation in project management activities should include the following Project Team members:

Lucity

- Project Manager
- Project Administrator

City

- Project Manager

Mavenlink is a web-based collaborative project management system we utilize, and which key Project Team members (including the City’s Project Manager) can access.

5.3 INSTALLATION

6.3.1 IT/GIS AUDIT

A meeting will take place as soon as possible after Initiation for us to provide guidance to the City’s IT and GIS Subject Matter Experts (SMEs) pertaining to LucityAM™ enterprise architecture, existing GIS database structure, and security designs. An outline of the expected agenda for the IT/GIS Audit Meeting follows:

- **Software** – Review “Hardware and Software Recommendations”, “System Design and Tuning”, and “IT & GIS Questionnaires” documents – Questionnaire to be completed by the City; discuss the Installation task and related activities; and identify needed actions prior to LucityAM installation.
 - Our assumption is the City will provide needed hardware and supporting software and confirm basic operation of hardware prior to installation of LucityAM.
 - System Design and Tuning is intended to provide an understanding of LucityAM as it pertains to the City’s enterprise infrastructure and security policies, and the expected maximum number of concurrent users.
 - The IT & GIS Questionnaires serve to gather information regarding the City’s resources, preparedness, and capabilities for installing and managing LucityAM and leveraging GIS integration.
- **Access** – Discuss providing the System Implementer and Solutions Trainer remote access (VPN) into the installed LucityAM system to facilitate completion of implementation tasks.
- **Project Plan** – Confirm dates for Installation and Kickoff tasks.
- **Action Items** – Complete IT & GIS Questionnaires; provide the LucityAM install design and system architecture diagram and executed VPN access forms (if required).

Participants in the IT/GIS Audit Meeting should include the following Project Team members:

Lucity

- IT Specialist

City

- Project Manager
- System Administrator
- SMEs (IT and GIS)

– **5.3.2 INSTALLATION**

The IT Specialist will assist the System Administrator with downloading the LucityAM Installation Components (current version with latest service pack) from the Lucity Support Center web site, and following instructions provided in the Install Manual.

Our assumption is the System Administrator will complete related Installation activities, including:

- Establishing multiple environments for testing/training, production, and backup/recovery.
- Perform system-level testing (to ensure satisfactory performance) and performance tuning actions (if necessary).

– **5.3.3 KICKOFF**

A Kickoff Meeting will be held to transfer knowledge between Project Team members, gather information, and set the stage for subsequent Implementation Work Plan tasks. An outline of the expected agenda for the Kickoff Meeting follows.

- **LucityAM Software Demonstration** – Present functional overview including typical user workflows for inspections, work orders, etc. and “out of the box” capabilities including reporting (standard templates and ad hoc), GIS integration, and data interfaces.

- **Functional Groups** – Identify each Group’s place (Department, Division, etc.) within the organizational structure of the City; confirm with each Group Administrator those persons assigned to serve as Group SMEs for Configuration task; examine (at a preliminary, high-level) current basic business processes of each Group with associated data, reporting, and integration requirements; and review with each Group their Work Flow Setup spreadsheet with default data – spreadsheet to be completed by the City.
- **GIS and IT** – Discuss completed Installation task and related activities and identify needed actions prior to initiation of Configuration – GIS task.
- **Access** – Verify System Implementer has remote access into installed LucityAM.
- **Project Plan** – Confirm Project Team and Functional Groups; discuss what is expected of Project Team members throughout project; review schedule and discuss how LucityAM will “go-live”; identify any needed revisions to Project Plan based on knowledge gained from the Kickoff Meeting sessions; and set date for Configuration – Discovery task.
- **Action Items** – Complete Work Flow Setup spreadsheets – these spreadsheets are used to record data required to define Categories, Problems, Causes, Tasks, and Resources (Employees, Crews, Equipment, Materials, Fluids, Contractors) for Functional Groups with LucityAM Work – Work Administrator.

Participants in the Kickoff Meeting sessions should include the following Project Team members:

Lucity

- Project Manager
- Account Manager

City

- Project Manager
- System Administrator
- Functional Group Administrators
- GIS and IT SMEs
- Project Sponsor

5.4 CONFIGURATION

– 5.4.1 DISCOVERY

A Discovery Workshop will be completed – this workshop will consist of a series of sessions that focus on refining the default LucityAM configuration to support the specific operational needs of the distinct Functional Groups. An outline of the expected Discovery Workshop activities follows.

- **Functional Groups**
 - Examine details (what, who, how, and why) of business processes of each Group, and identify potential revisions to improve results and best leverage the capabilities of LucityAM.
 - Review with each Group their completed Work Flow Setup spreadsheet and identify any additional data revisions for initial LucityAM configuration.
 - Discuss available data from sources other than GIS to be incorporated (i.e. “loaded”) into LucityAM (this data should be gathered by the City).

- Identify any supplemental reporting and/or integration needs to be addressed with the LucityAM implementation.
- At a preliminary, high-level, identify requirements and preferences for dashboards, data forms/views, and user groups/roles for each Group.
- **GIS**
 - Outline overall GIS strategy for the LucityAM deployment.
- **Project Plan**
 - Identify any needed revisions to Project Plan based on knowledge gained from Discovery activities.
 - Set the date for Configuration – Functional Groups task.
- **Action Items**
 - Apply initial configuration to the installed LucityAM software based on revised Work Flow Setup data and revised user dashboards, data forms/views, maps, and groups/roles.
 - Deliver data from sources other than GIS to System Implementer for evaluation.
 - Evaluate options for supplemental reporting and/or integration and identify next steps.

Participants in the Configuration – Discovery workshop activities should include:

Lucity

- Project Manager
- System Implementer

City

- Project Manager
- System Administrator
- Functional Group Administrators
- GIS SME

– 5.4.2 FUNCTIONAL GROUPS

Finalizing the LucityAM configuration will be an iterative process. The System Implementer will first meet with each Functional Group to review the initial configuration and identify needed refinements. With subsequent refinements, additional meetings will be convened to review the latest LucityAM configuration – which will include GIS integration, loaded data, custom reporting (if required), and custom integration (if required) as these become available. The process will continue until the LucityAM operational needs of the Groups are met.

The System Implementer will also use LucityAM Security to define security setup for System users. This effort will:

- Import users into LucityAM using the Import tool, and associate users to Windows Login accounts.
- Set controls for user access and assign group/role permissions for various LucityAM functions (to be expanded and refined during Configuration.)

Participants in the Configuration – Functional Group Meetings task should include:

Lucity

- System Implementer

City

- System Administrator
- Functional Group Administrator
- SMEs – Groups

5.4.2.1 CUSTOM REPORTS

Although we expect the LucityAM reporting capabilities (standard templates and ad hoc) will meet most of the City's needs, some supplemental custom reports will likely be desired/required. The number and nature of such custom reports will be defined from the Configuration activities.

Custom reports can be designed, developed, and incorporated into LucityAM by the City or a third-party. Alternatively, we can deliver custom report templates (using Crystal Reports) through negotiated additional services.

– 5.4.3 GIS INTEGRATION

The System Implementer will work with the System Administrator and GIS SME to configure and test the bi-directional LucityAM/GIS integration. Following are descriptions of our standard deployment scenarios, however, if you would like to use a different scenario, Lucity will evaluate it on a case-by-case basis.

5.4.3.1 LUCITYAM ON-PREMISE TO ARCGIS ON-PREMISE

Configuration of this integration involves the following activities:

- ***GIS to LucityAM Integration***
 - Use the Lucity Administration tool to create a geodatabase connection string to serve as the primary link between ArcMap and LucityAM.
 - Use Geodatabase Configuration tool in ArcCatalog to link feature classes to LucityAM.
 - Use Lucity Editor ArcMap extension to load attributes of linked feature classes into LucityAM database tables.
- ***LucityAM to GIS Integration***
 - Use ArcServer to publish map services containing linked feature classes with Feature Access capabilities enabled (i.e. feature services) – feature services to serve as the primary link between LucityAM and geodatabase.
 - Use Administration tool to add feature services to geodatabase connection string.
- ***Lucity Spatial Generator Configuration***
 - Use Administration tool to enable the Lucity Spatial Indexer process and set maximum number of days to process spatial history of information related to work order and service request locations (addresses, coordinates) and related assets.
 - Use Administration tool to set up URL for Geocoding Service for processing locations.
 - Use Administration tool to set up Edit Map Service URL for processing assets.

- **GIS Map Setup**

- Use Administration tool to create maps (by layering map services) for LucityAM GIS Web and LucityAM Mobile.

5.4.3.2 LUCITY ON-PREMISE TO ARCGIS ONLINE DEPLOYMENT

Configuration of this integration involves the following activities:

- **GIS to LucityAM Integration**

- Use Administration tool to serve as the primary link between ArcGIS Online and LucityAM.
 - Use GIS Config tool in Lucity Administration Tools to link features to LucityAM.
 - Use GIS Scheduled Tasks to load attributes of linked features into LucityAM database tables.

- **LucityAM to GIS Integration**

- Client will use ArcGIS Pro to publish hosted services – feature services to serve as the primary link between LucityAM and ArcGIS Online hosted feature services.
 - Use Administration tool to add Hosted Features to Lucity database tables.

- **Lucity GIS Web to LucityAM Integration** (also applies to integration of third-party mapping applications to LucityAM)

- Use GIS Config tool to set up “GIS Task” to check ArcGIS Online feature services at scheduled time intervals and push updates to LucityAM.

- **Lucity Spatial Generator Configuration**

- Use Administration tool to enable the Lucity Spatial Indexer process and set maximum number of days to process spatial history of information related to work order and service request locations (addresses, coordinates) and related assets.
 - Use Administration tool to set up URL for Geocoding Service for processing locations.
 - Use Administration tool to set up Hosted Service URL for processing assets.

- **GIS Map Setup**

- Use Administration tool to create maps (by layering map services) for LucityAM Mobile and ArcGIS Online WebMaps for LucityAM GIS Web.
 - Use Map Setup and GIS Views in Administration tool and LucityAM Web to assign maps to user groups/roles.

5.4.3.3 LUCITY HOSTED TO ARCGIS ON-PREMISE OR SAAS TO ARCGIS ONLINE DEPLOYMENT

Configuration of either the Lucity Hosted to ArcGIS On-Premise OR SAAS to ArcGIS Online Deployment integration each involve the following activities:

- **GIS to LucityAM Integration**

- Use Administration tool to link ArcGIS Server, Portal, or AGOL feature services, layers, and fields to LucityAM.
- ***LucityAM to GIS Integration***
 - Use Administration tool to link ArcGIS Server, Portal, or AGOL feature services, layers, and fields to LucityAM.
- ***Lucity GIS Web to LucityAM Integration*** (also applies to integration of Collector for ArcGIS and other third-party mapping applications to LucityAM)
 - Use Administration tool to set up “GIS Task” to check feature services at scheduled time intervals and push any updates to LucityAM.
- ***Lucity Spatial Generator Configuration***
 - Use Administration tool to enable the Lucity Spatial Indexer process and set the maximum number of days to process spatial history of information related to work order and service request locations (addresses, coordinates) and related assets.
 - Use Administration tool to set up URL for Geocoding Service for processing locations.
 - Use the Administration tool to set up Edit Map Service URL for processing assets.
- ***GIS Map Setup***
 - Use the Administration tool to create maps (by layering map services) for LucityAM GIS Web and LucityAM Mobile.
 - Use Map Setup in Administration tool to assign maps to user groups/roles.

GIS data available at the time of GIS configuration task efforts will be loaded into LucityAM, and necessary training will be provided to the City to load additional GIS data that may become available later.

5.5 DATA LOADING

The “Import & Update” tool inherent with the LucityAM software is used for loading data into LucityAM from ODBC, OLE, ASCII-delimited text, and XML sources. Data from sources other than GIS and Work Flow Setup gathered by the City and delivered to the System Implementer for loading should (if possible) be in compatible formats.

We will evaluate delivered data for suitability for loading, determine requirements for any necessary conversion of source data, and provide expected effort and associated costs for us to complete the work through negotiated additional services.

The System Implementer will provide the System Administrator training in use of the Import & Update tool to:

- Establish appropriate data mapping between source tables and individual LucityAM tables and complete the import processes. With this training, the City may determine that loading of data from other sources is an effort that can be completed by the System Administrator.
- Set up interfaces with external data collection systems (e.g. CCTV, SCADA, fueling) to routinely incorporate new data (e.g. inspections, readings) into LucityAM.

5.6 INTEGRATION

We have a long history of successfully providing pre-configured and customized LucityAM interfaces/integration for our clients and partners. Such “integrations” involve a number of different approaches, methods and technologies. As such, we will develop a standard approach based on your individual needs.

Our approach is to address integrations on a case-by-case basis, and therefore we do not develop and deliver “off-the-shelf” LucityAM integrations (with the exception of Esri ArcGIS.)

We typically do not propose specific scope of works for turn-key delivery of full integrations as part of an initial LucityAM-based System implementation. Instead, we recommend development of Integration Design Documents that specifically define how systems should communicate and share information. These documents are used then to prepare detailed scopes and associated cost estimates to develop, test, and implement designed integrations based on clients’ defined requirements. Development of Integration Design Documents for the City will generally follow the general process outlined below:

1. **Document Workflows and Data Requirements** – Through a combination of on-site and remote meetings, the City will share the requirements they envision for the system integrations. The City will communicate and document required integration needs and, upon examination, the Project Team will provide recommendations for process improvements. Through an iterative process, a final requirements document will be developed.
2. **Identify and Determine the Availability of Third-Party Integration Tools** – We understand that software systems evolve, and vendors are continuing to develop easier ways to share and exchange data and processes with other systems. As such efforts to examine the availability of APIs, import tools, and other data sharing functions supported by the City’s back office solutions will be completed. We anticipate this being a joint effort with the City as they may have existing experience using these tools. This is also an opportunity to engage directly with the third-party vendors for inclusion on any subsequent scope requirements.
3. **Develop Integration Design Document** – A design document will be prepared which would outline the integration requirements and the anticipated scope of work to execute the design. The scope of work would address the effort, schedule and responsibilities of the parties involved (Lucity and the City, at a minimum).

The cost estimates provided in this proposal should be considered as budgetary amounts – refinements can be expected based on results of the integrations design process.

5.7 TESTING

The System Implementer will work with the System Administrator to develop an Acceptance Test Plan to verify the configured LucityAM meets the stated functional requirements. This Plan will include user test scripts covering the various LucityAM functions.

Our assumption is the System Implementer will be responsible for functional and integration testing, and the System Administrator will perform acceptance testing, per the Test Plan. During the testing phase, we will:

- Collaborate with the System Administrator to maintain a log of issues, configuration problems, and software malfunctions identified during testing.

- Resolve all such issues, problems and malfunctions to the City's satisfaction.
- Prove through test procedures installed and configured LucityAM is functionally viable with all loaded data, reporting, and integration in place.
- Demonstrate acceptance criteria items have been addressed and certify LucityAM is ready for go-live transition from testing/development environment to production environment.

5.8 TRAINING

We will provide a Training Plan detailing session descriptions and durations, methods and materials for each Functional Group, and the overall schedule. An outline of the expected Training activities follows.

– 5.8.1 ADMINISTRATION

- **Installation and Maintenance** – Complete procedures as outlined in Install Manual for initial LucityAM installation and future software upgrades; review available software documentation; review technical support and software maintenance services and resources provided through Lucity Constant Connection Program; and discuss current backup and recovery practices for the City's data, and reviewing suggested practices specific to LucityAM
- **Security** – Complete procedures as outlined in Lucity Security for adding new users, and defining user group and individual permissions for LucityAM access and use
- **Configuration** – Use tools, parameters and settings available with LucityAM products to refine System configuration
- **Documents** – Complete procedures for establishing links between LucityAM records and externally managed electronic documents
- **Integration** – Use LucityAM products for completing processes for configuring and refining the GIS integration
- **Reporting** – Add custom reports
- **Data Import/Export** – Import data using Import & Update tool, and export data using LucityAM reporting capabilities

The goal of the Training – Administration task is for the System Administrator to be reasonably self-sufficient in refining, expanding and sustaining the implemented LucityAM software.

– 5.8.2 PRODUCTION

Following is a list of topics that will be addressed during Production Training sessions.

GENERAL TOPICS	
Dashboard	Using assigned "home" pages with personalized real-time LucityAM content.
Filter	Creating queries to produce specific record sets
Locate	Quickly finding a specific record within the current "filter"
Show in Map	Opening assigned GIS maps and zooming to assets and locations (customer addresses, work sites, etc.)
Document Control	Linking electronic documents (images videos, as-built drawings, O&M manuals, website links, etc.) to records
Subset Manager	Loading filtered data from one application into other applications

Browse	Creating and exporting ad-hoc reports
Reports	Using assigned report templates
Help	Using the online, context-sensitive Help

WORK MANAGEMENT TOPICS

Service Requests	Receiving/creating, routing, and completing service requests and reconciling work orders in response to service requests
Templates	Establishing work order templates from templates and PM schedules
Work Orders	Creating, assigning, routing, and completing work orders from templates and PM schedules
Billing	Performing in-house and external billing of work order costs
Linked Documents	Viewing linked electronic documents
GIS Location	Using GIS to locate customers and work locations
Reporting	Producing operational, management, and regulatory reports

ASSET MANAGEMENT TOPICS

Attributes	Collecting and maintaining asset attributes
Asset Relationships	Establishing appropriate relationships between assets
Assessment	Assessing the condition and tracking the operating status of assets
Lifecycle	Interpreting asset lifecycle costs
Linked Documents	Viewing linked electronic documents
GIS Location	Using GIS to locate assets and display condition assessment data
Data Integration	Validating and transferring data from external systems (CCTV, SCADA, etc.)
Reporting	Producing operational, management, and regulatory reports

The goal of the Training – Production task is for users being enabled with the knowledge, skills and confidence to follow proper business processes and successfully complete their specific operational workflows with LucityAM.

Participants in the Production Training should include:

Lucity

- Solutions Trainer

City

- Functional Group Administrators
- Group Users

The Production Training is typically completed over 3 trips – Initial, Launch (3-4 weeks later), and Follow-up (3-4 weeks later). Production Training sessions are 4 hours in duration and should be limited to a maximum of 10 users. Remote time for Production Training may include web conferencing sessions for specialized topics (e.g. GIS), and recorded webinars for broader topics of interest for a larger number of users.

5.8.3 CHECK-UP

The Training – Check-Up task is an optional fourth trip to train Functional Group Users, made two months after completion of the Training – Production task. This trip will include open sessions for individual users or small groups to meet with the Solutions Trainer to discuss questions/issues that surfaced over their two months of LucityAM production experience. The Project Manager and Functional Group Administrators will prepare the agenda for the Check-up Training trip.

Participants in the Check-up Training should include:

Lucity

- Solutions Trainer

City

- Functional Group Administrators
- Group Users

— 5.8.4 TUNE-UP

The optional Tune-up task is an on-site trip by the Solutions Trainer, made 6-12 months after completion of the Training – Check-Up task. As with the Check-Up Training, the Project Manager and Functional Group Administrators will prepare the agenda for the trip. Activities could once again focus on specific training issues or could address expansion of the implemented LucityAM to meet evolving needs or additional Functional Groups.

EXHIBIT 6
Schedule of Software

For the Project Lucity agrees to furnish licenses of the various *Lucity*™ software programs listed in the table below, and grant the City of Fayetteville such licenses to use these programs for the fees as indicated, in consideration of the mutual covenants and obligations expressed in the Solutions Agreement.

LucityAM Products	Licensing		
	Quantity	Basis	Extended
Work	1	Site	\$ 125,000.00
Assets			
Mobile			
GIS Desktop/Pro			
GIS Web			
Citizen Portal			
REST APIs			
TOTAL			\$ 125,000.00

Notes

- The applicable licensing model is "Named Products".
- The total amount of license fees is a one-time cost for a perpetual licensing term.
- Cost for the Constant Connection Program for technical support and software maintenance is additional.
- The number of "Seat" licenses determines the maximum number of concurrent users. There are no use or installation restrictions with a "Site" license.
- Prices are in U.S dollars. Taxes (if applicable) are not included.



City of Fayetteville
20 December 2018

Enterprise Asset Management Software

RFP 18-18



10561 Barkley, Ste. 100
Overland Park, KS 66212

lucity.com | 913.341.3105



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10561 Barkley, Suite 100 Overland Park, KS 66212 www.lucity.com

20 December 2018

City of Fayetteville – Purchasing Division
113 W. Mountain
Room 306
Fayetteville, AR 72701

Re: RFP 18-18, Enterprise Asset Management Software

To the members of the Selection Committee:

I am pleased to submit this proposal on behalf of Lucity, Inc. We believe the LucityAM™ software products and Lucity services proposed herein will enable the City of Fayetteville to streamline your work order process, improve operational efficiencies, and strategically re-engage all business units with robust mobile and reporting capabilities in a turn-key EAM. For over 30 years we have offered modular, GIS-based work order management solutions by providing a configurable software solution which is implemented based on your optimized workflows and best practices. Our software began as a solution for managing wastewater assets for public sector clients, and we continue to improve our solutions by working closely with our clients to meet their ever-changing management and compliance needs.

Since 1996, we have shared a close, foundational relationship with Esri, and are proud to offer software that integrates tightly with Esri ArcGIS maps on both our desktop and mobile platforms. Across the United States, our clients have benefitted from our mobile applications, citizen engagement capabilities, and integrated solutions.

Lucity acknowledges receipt of the following addenda:

Addendum 1, 11/28/2018

Addendum 2, 12/4/2018

Addendum 3, 12/7/2018

Andrea Fowles will be Lucity's primary point of contact with the City for this proposal. If you have any questions or concerns about our proposal, she can be reached by phone at 913-732-5806 (office) or via email at afowles@lucity.com.

Sincerely,
LUCITY, INC.

Donald E. Pinkston, Jr.
President & CEO

cc: Jim Graham, Executive Vice President & COO
Joel Knight, Vice President – Business Development
Chris Crupi, Director – Sales & Accounts
Andrea Fowles, Account Executive



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 18-18, Enterprise Asset Management (EAM) Software

DEADLINE: Thursday December 20, 2018 before 2:00:00 PM, local time

PRE-PROPOSAL TELECONFERENCE: Friday November 30, 2018 at 10:00 AM, local time

RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 11.16.18 and 11.30.18

REQUEST FOR PROPOSAL

RFP 18-18, Enterprise Asset Management (EAM) Software

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Agent.

Name of Firm: Lucity, Inc.

Contact Person: Andrea Fowles Title: Account Executive

E-Mail: afowles@lucity.com Phone: 913-732-5806

Business Address: 10561 Barkley St. Suite 100

City: Overland Park State: KS Zip: 66212

Signature: Date: 20 December 2018

Signed: Donald E. Pinkston, Jr.
President & CEO - Binding Authority

SECTION 1.0 EXECUTIVE SUMMARY

The City of Fayetteville needs the support of a knowledgeable EAM software provider who has experience implementing solutions that cater to the unique needs of your individual departments while standardizing asset inventory, reporting, and management in a single, accessible software platform. For over 30 years, Lucity has made it our mission to provide our clients with solutions that continue to meet their needs for many years following initial implementation, providing us with the experience and knowledge necessary to successfully configure a solution that meets your needs.

We recognize that the City has a significant financial investment in its current system, physical assets, and capital projects. Currently, the City utilizes an asset management system to manage your transportation; airports; parks and rec; water; wastewater; facilities; and solid waste systems. The main objectives of the new EAMS project are to:

- Increase the effectiveness and strategically re-engage all business units with a comprehensive EAMS solution.
- Streamline the work order process to improve staff efficiency including support for mobile devices utilized in the field as well as a Citizen Portal for reporting of complaints/maintenance issues from citizens.
- Integrate with existing GIS and Financial enterprise software.

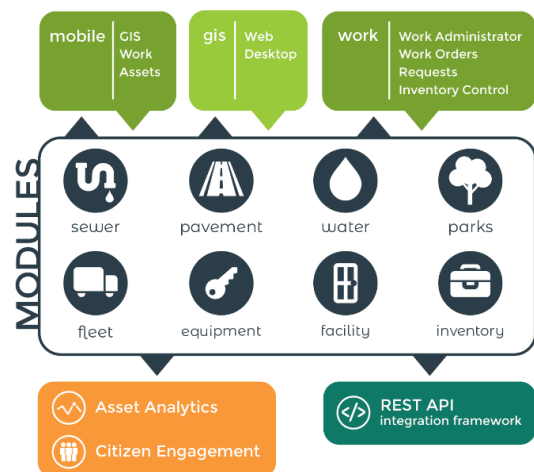
In order to meet these objectives, Lucity has assembled a team whose approach will meet the City's objectives through:

- Thorough understanding of asset management principles
- Software experience and integration capabilities
- Knowledge of municipal business practices
- Experience implementing configured software solutions
- Project management skills

1.1 LUCITYAM OVERVIEW

LucityAM is a comprehensive suite of Commercial Off-The-Shelf (COTS) software solutions for public works agencies that can enable you to meet your demands for effective management of assets, timely responses to customer requests and work orders, preventive maintenance, best practices, and regulatory compliance.

The LucityAM suite of solutions is comprised of a collection of integrated applications called modules. Modules provide you with a focused view of the assets in a particular part of your system. Assets associated with Modules can be interconnected to



provide you with a complete overview of your system. The basis of the LucyAM software is the “Work” module, which is implemented meet your department’s individual needs. The Work module can be integrated with any of the following modules, providing additional capabilities designed to help you effectively manage your entire system:

- Sewer & Storm
- Transportation
- Water
- Trees/Parks
- Fleet
- Facilities
- Solid Waste
- Inventory

Assets captured within these individual models are integrated with the Work module, providing you with a comprehensive asset management system. After reviewing the City’s needs, we recommend implementation of the following solutions:

LucyAM™ Product	AMS Function
Work	Work Order Management
	Preventive Maintenance
	Inventory Management
	Capital Project Management
Assets	Asset Information and Inspections
GIS Desktop/Pro	GIS Integration
GIS Web	
REST APIs	Third-Party Software Integrations
Citizen Portal	Citizen Engagement
Inherent Capabilities	Reporting
	Import & Update

1.2 A TURN-KEY SOLUTION CONFIGURED TO MEET YOUR NEEDS

LucyAM is designed to work for your teams right out of the gate; however, our iterative implementation process is designed to identify business processes and workflows which drive the configuration of your LucyAM solution.

During configuration, your Lucy System Implementer will lead a series of Discovery Workshops with identified Functional Groups (departments, divisions, etc.) that are designed to examine the what, who, how, and why of each group’s business processes. During these workshops, many departments identify process improvements that improve solution utilization by leveraging the capabilities of LucyAM. This process-driven implementation has proven successful because it allows your staff to continue executing existing workflows while providing input based on their department’s individual needs.

Throughout the process, project and cost milestones will be tracked through Mavenlink, our collaborative project management platform that gives you access to status updates and notes through an online platform that is accessible 24/7.

SECTION 2.0 KEY REQUIREMENTS & PRICING ESTIMATES

2.1 LUCITYAM FUNCTIONALITY OVERVIEW

2.1.1 SERVICE/WORK REQUESTS

A service/work request (“Request”) within LucityAM Work – Requests is a Problem at a Location (asset, street address or general location, x/y coordinates) characterized by an assigned Status and Category. Information that may be associated with a Request includes:

- Customer (individual submitting the Request) with contact, account and parcel information
- Problem, Cause
- Priority, Follow-up Date
- Department, Supervisor
- Affected Asset(s)

Work orders can be created from a Request, and all pertinent information carried forward and automatically populated into the appropriate Work Order data fields. Requests can also be “linked” to other Requests, and linked to Work Orders with the same Problem, same Asset(s), same Problem and Asset(s), same street block, or any incomplete Work Order.

Advanced features of LucityAM Requests include:

- **Scripts:** Lists of pre-defined questions keyed to the specific Problem which allows users creating Requests to document useful information for resolution efforts.
- **Notifications:** Automated messages sent to the Customer (via email) and/or assigned Supervisor (via email, text, pop-up, and/or printed report) with information regarding the Request’s Status.
- **Tracking:** Logs of a Request’s “history” automatically created with such user-selectable items including when (date/time stamp) and by whom the Request was created, the Request’s Status and/or Priority was changed, and the Request’s Follow-up Date was changed.

2.1.1.1 CITIZEN PORTAL

LucityAM Citizen Portal is used by agencies to expose customized forms to their internal and external customers via the Internet for submitting service requests. Additionally, the LucityAM REST APIs have been used by other third-parties to deliver integrated citizen engagement Web and Mobile applications to Lucity clients.

2.1.2 WORK MANAGEMENT

A “Work Order” within LucityAM Work – Work Orders is a Task (or multiple Tasks) with assigned Status and Category. Information that may be associated with a Work Order includes:

- Linked Request information
- Problem, Cause, Reason
- Department, Division, Supervisor, Lead Worker, assigned Crew

- Priority, Assigned Date and Time, and Start/End Dates and Times
- One or more work Locations (street addresses, general locations, x/y coordinates)
- Affected Asset(s)

Information that may be associated with each Task includes:

- Supervisor, Crew
- Start/End Dates and Times
- Status
- Resource (Employee, Contractor, Equipment, Materials, Fluids) information with units of measure and unit costs.

Costs for each Task, and overall for the Work Order, are calculated from the Task and Resource information. At the Task level, estimated costs can be included for later comparisons to actual costs.

Advanced features of LucyAM Work Orders include:

- Task-specific checklists and event logs.
- Routing for reviews/approvals based on desired workflows.
- Billing costs to appropriate responsible parties.
- Relating a Work Order to preventive maintenance (PM) schedule(s), follow-on Task(s) and/or other Work Order(s).
- Requisitioning needed parts/material and creating Purchase Orders.

2.1.3 PREVENTIVE MAINTENANCE

The PM/Work Template module of LucyAM Work Administrator is used to set up when and how often PM Work Orders are generated. Fixed or floating schedules can be applied:

- A fixed schedule means the PM Work Order is generated according to a defined “Next Start Date”. This date marks the desired beginning of a PM schedule (a Work Order will be generated on this date), and subsequent Work Order generation is made based on a selected time lapse (such as weekly or monthly).
- A floating schedule means the PM Work Order is generated according to a defined “Last End Date”. This date marks the actual end of a PM schedule (a Work Order was completed on this date), and subsequent Work Order generation is made based on a selected time lapse. Floating schedules can also be defined based on meter readings (hour meter, odometer or other for equipment or fleet assets).

“Exclusion Days” can be defined allowing individual days (e.g. weekends and holidays) or date ranges (e.g. seasons) to be excluded from a particular PM schedule. “Days Ahead” values can be applied to a “Scheduled PM” so that a Work Order can be generated days ahead of when the work is to be initiated (to allow sufficient time for planning). Similarly, “Meters Ahead” values can be applied to meter readings-based Scheduled PMs.

2.1.4 INVENTORY CONTROL

LucyAM Work – Inventory Control is used to manage and control inventory (materials and parts, or “Parts”), and includes the following modules:

- **Warehouses:** Locations (warehouses, yards, trucks, etc.) at which Parts are stored.
- **Parts:** Quantities on hand at various Warehouses, quantities on order, ordering information (including manufacturer and vendor), and hazard codes (as appropriate).
- **Transactions:** Transfers of Parts between Warehouses, adjustments to inventoried quantities, stock counts, and receipts into inventory.
- **Purchase Orders:** Purchase information for Parts.
- **Setup:** For configuring LucyAM Inventory Control per an agency's preferences for Parts numbering.

A user can choose the Warehouse(s) from which the Part(s) used on a Work Order will be pulled from, the quantity will be automatically reduced at that Warehouse accordingly, and the proper unit cost (FIFO, LIFO, Average Costing, and Fixed Cost methods are supported) for the Part will be automatically used for the Work Order.

The LucyAM Mobile Barcoding component of LucyAM Work is designed for use with mobile devices (Android and iOS) to manage Parts transactions in LucyAM Inventory Control.

2.1.5 ASSET MANAGEMENT

LucyAM Assets includes solutions for managing a wide variety of assets, with each solution comprised of:

- Inventory components used for managing detailed information related to:
 - What the asset is (type, function, etc.)
 - The asset's physical attributes (construction/installation/purchase information, dimensions, capacities, specifications, warranties, etc.)
 - The asset's relationship(s) to other assets (network connectivity, dependencies, etc.)
 - The asset's location (street address, general location, x/y coordinates)
- Inspection components used for managing information related to the asset's condition and value (structural integrity, maintenance needs, performance, criticality, depreciation, etc.)

With an integrated LucyAM-based system the Request history, Work Order history and PM schedule(s) associated with an asset will be automatically logged for that asset's Inventory record.

Lucy Analytics is a built-in solution that utilizes LucyAM data to support decision-making that empowers strategizing various ways to reach your goals regarding budget and service.

2.1.6 GIS INTEGRATION

LucyAM offers tight integration with the Esri ArcGIS platform (including ArcGIS Pro, ArcGIS Enterprise, and ArcGIS Online). This "out of the box" integration adds the value of map-based user interfaces and spatial analyses to LucyAM customer service, work management, and asset management capabilities.

A partial listing of the capabilities of LucyAM GIS Desktop and LucyAM GIS Web follows:

- From LucyAM use the "Show in Map" feature to open a GIS map, and zoom to the selected feature(s) (asset, address, Request or Work Order location, etc.)

- From GIS:
 - Add/edit features
 - View features and their relationships
 - Create records for Requests, Work Orders, PM activities, and asset inspections
 - View/attach documents
 - Search for customers and zoom to their locations
 - View work frequency (i.e. how often work occurred at locations on the map)
 - Create “Subsets” of features for loading into LucityAM

2.1.7 MOBILE

Mobile options currently available with LucityAM are:

- Use of LucityAM Mobile with Android and iOS tablets and smartphones for customer service, work management, and asset management capabilities with integrated GIS.
- Use of the personalized LucityAM Web applications with connected Windows PC devices (i.e. laptops and tablets).

2.1.8 INTERFACES & INTEGRATION

The LucityAM Import & Update tool inherent with the software is designed to populate LucityAM Assets solutions with data (readings, inspection results, etc.) from external systems including CCTV (Sewer and Storm), SCADA (Equipment), and fueling (Fleet).

LucityAM REST (Web services) APIs are available to our clients and third-party vendors for development of custom LucityAM interfaces/integration. This API supports a variety of LucityAM functions including:

- “Gets” for Requests, Work Orders, PMs and image/document links
- “Creates” for Requests, Work Orders and PMs
- “Edits” for Requests and Work Orders
- “Adds” for new image/document links

2.2 COMPANY BACKGROUND

Lucity, Inc. was established as an independent corporation in July 2000, then doing business as “GBA Master Series, Inc.” Lucity, Inc. began after a corporate rebranding effort completed in 2011. Our sole line of business is providing commercial, off-the-shelf EAM software (LucityAM™ products) to US public-sector agencies.

Our software development experience dates to the mid-1980s, during which time we were a division within a consulting engineering firm. At the time the software solutions were used by the firm’s engineers to aid the delivery of the infrastructure asset management services they provided to their public sector clients. By the mid-1990s, we had developed an extensive suite of software products and began operating as an autonomous software vendor for agencies nationwide.

We are an Esri Gold-tier Business Partner with ArcGIS Online Specialty designation. Through this partnership, we closely collaborate with Esri to ensure our mutual clients realize maximum benefit through the tight integration of LucityAM and ArcGIS products.

2.2.1 PERSONNEL

Lucity is a turnkey vendor responsible for developing, selling, implementing, supporting, and maintaining the LucityAM software. The breakdown of our personnel by function follows:

LUCITY, INC. PERSONNEL					
SEGMENT	Qty	BREAKDOWN			
Technology	24	Development	18	Quality Assurance	6
Operations	37	Client Services	28	Business Development	9
Corporate	4	Executive	2	Administration	2

2.2.2 CLIENT BASE

The LucityAM client community is comprised of approximately 300 public sector agencies (municipalities, counties, and service districts) located throughout the United States (42 states and 2 territories) and Canada (3 provinces).

Attachment A – Key Requirements & Pricing Estimates

City of Fayetteville Enterprise Asset Management Company Qualifications and Information	
1. Vendor Company / Contact Information	
▪ Company Name and Address	Lucity, Inc. 10561 Barkley, Suite 100 Overland Park, KS 66212
▪ Contact Person: Name and Title	Andrea Fowles, Account Executive
▪ Phone, Email, Website	(913) 732-5806, afowles@lucity.com , www.lucity.com
2. Company Information	
▪ Year Founded; Private vs. Public	Lucity is a private corporation, founded in 2000 as GBA Master Series and rebranded as Lucity in 2011.
▪ Revenue and Income: Current and Prior Year	2018 Revenue: \$9,503,081 2017 Revenue: \$8,458,654 Lucity does not publicly disclose its income statements; however, we hold significant cash reserves, have no debt, and are consistently profitable from year to year.
▪ Nearest regional office to the City of Fayetteville, AR	Our office is located in Overland Park, KS, a suburb of Kansas City, KS.
3. Vendor Employee Counts for the Proposed Solution	
▪ Total	68
▪ Product Development	24
▪ Support: Implementation and Help Desk	30
▪ Sales	9
▪ Administration	5
4. Proposed Solution	
▪ Name of Proposed Solution	LucityAM™
▪ Core Competency of Proposed Solution	Inventory and management of assets, life cycle analysis, work order and preventive maintenance tracking, and compliance monitoring.
▪ Target Industry Focus	Cities, Municipalities, and Public Works Agencies.
▪ Brief Solution History/Genealogy	Lucity began as a software division within a consulting engineering firm, tasked with developing asset management software for water clients. It has since grown into a robust asset management solution.
5. Number of Customers on Proposed Solution	
▪ Total	306

<ul style="list-style-type: none"> Total customers within United States 	303
<ul style="list-style-type: none"> Total US Cities of Similar Size and Scope to Fayetteville 	Among Lucity municipal clients, 64 have populations between 50,000 and 125,000 (representative of Fayetteville's size).
<ul style="list-style-type: none"> Provide a complete list of City customers 	Please see Appendix B
6. Implementation Model	
<ul style="list-style-type: none"> Direct, Implementation Partner, Value Added Reseller 	Direct.
<ul style="list-style-type: none"> Typical Implementation Duration for Core Functionality (6, 12, 18 Months...) 	Typical duration is 12-18 months but is heavily dependent on solution and timely completion of implementation tasks City is responsible for.
<ul style="list-style-type: none"> Support Model – VAR, Direct, Hours, etc. 	Direct. Support hours are Monday-Friday 7AM – 7PM CST. 24/7 at Lucity.com
7. Software as a Service (SaaS) / Application Hosting Option	
<ul style="list-style-type: none"> Brief description of SaaS/ Application Hosting models available. 	LucityCloud deployment option is a fully-managed LucityAM environment hosted within a single Virtual Private Cloud on AWS. LucityAM includes system provisioning, applying 1 upgrade per year, backups of data and documents, system restoration, and availability & performance monitoring.
<ul style="list-style-type: none"> Describe your policy towards data ownership and transferability from your SaaS/Hosted solution to your on-premises solution or to a 3rd party. 	All information stored in the customer's database, as well as any uploaded documents, are the property of the customer. Should the customer choose to discontinue the use of Lucity, Lucity can provide a backup of all data to the customer.
<ul style="list-style-type: none"> Location of Hosting site(s), mirrored sites. Are these your sites or 3rd party? If 3rd party, who is the organization? 	LucityAM environment is hosted within Amazon Web Services (AWS) and resides within a single Virtual Private Cloud (VPC) on AWS. AWS uses Regions and Availability zones (AZs); each region contains multiple AZs connected by high speed links with at least 3 AZs within a customer's region.
8. Version Releases	
<ul style="list-style-type: none"> Current version and release date for your Proposed Solution 	LucityAM 2018r2 was released on August 17, 2018.
<ul style="list-style-type: none"> Anticipated date and version number for next release 	LucityAM 2019 will be released in February 2019.
<ul style="list-style-type: none"> Version proposed for implementation 	LucityAM 2019.
<ul style="list-style-type: none"> Number of prior versions supported 	Full version support is provided for up to 18 months, with troubleshooting support only for up to 5 years.
<ul style="list-style-type: none"> Describe major and minor release schedules 	LucityAM updates: February and August Patches and bug fixes are released on independent schedules along with LucityAM Mobile updates.

City of Fayetteville Enterprise Asset Management Pricing Estimates	
2. Pricing Estimates, On-Premises	
1. Software Licensing – On Premises – Include concurrent user / per user /per site pricing model details. Differentiate between modules that are included or separated into additional expense. Assume 50 concurrent or 135 named users (for true 'enterprise' solution).	\$125,000.00 one-time fee Site licenses (no usage restrictions) for all LucityAM products – Work, Assets, Mobile, GIS Desktop, GIS Web, Citizen Portal, and REST APIs.
2. Portal Licensing (if applicable) – Discuss pricing for citizen request portal.	Included in fee for Item #1.
3. Implementation – Training, travel expenses, installation, integration, etc.	\$125,960.00
4. Data Conversion	\$18,000.00 (Hansen 7 data conversion estimate)
5. Annual Maintenance, 5 Years	
Year One	\$0.00
Year Two	\$25,000.00
Year Three	\$25,625.00
Year Four	\$26,265.63
Year Five	\$26,922.37
6. Total Year One (purchase, implementation, and maintenance:	\$268,960.00
7. Total Five Years (purchase, implementation, and maintenance:	\$372,773.00

Pricing Estimates, Hosted / Software-as-a-Service	
1. Software Licensing – Other than or in addition to annual subscription.	\$75,000.00 annual subscription fee Unlimited Named Users (no usage restrictions) for all LucityAM products – Work, Assets, Mobile, GIS Pro, GIS Web, Citizen Portal, and REST APIs.
2. Portal Licensing (if applicable) – Discuss pricing for citizen request portal.	Included in fee for Item #1.
3. Implementation – Training, travel expenses, installation, data conversion, integration, etc.	\$143,960.00
4. Annual Subscription, 5 Years	
Year One	\$75,000.00
Year Two	\$75,000.00
Year Three	\$75,000.00
Year Four	\$78,750.00
Year Five	\$78,750.00
5. Total Year One:	\$218,960.00
6. Total Five Years:	\$526,460.00

City of Fayetteville Enterprise Asset Management Key Requirements		
	Functional Requirements	
	Key Areas of Functionality	Response – Rating and Comment
R	1. GIS	Y LucityAM Gis Desktop, GIS Web and Mobile products. Lucity is an Esri Gold business partner.
R	2. Asset Management	Y LucityAM Asset product (detailed asset inventory for Water, Wastewater, Facilities, Parks, Transportation, Solid Waste, etc.).
R	3. Citizen Request (Service)	Y LucityAM Work and Citizen Portal products.
R	4. Work Management	Y LucityAM Work product.
R	5. Inventory Management	Y Inventory Control solution is included within the LucityAM Work product.
I	6. Capital Projects	Y LucityAM Asset and Work products. LucityAM Assets include a Projects module to track CIP and other projects, sub projects and their related tasks and work orders.
R	7. Reporting	Y LucityAM provides a Report Library with standard report templates that utilize Crystal Reports runtimes. No separate Crystal Report licensing is required to run these reports, however, a standard license of Crystal would be required to edit and/or add new report templates to the Report Library. Ad-hoc reporting within the LucityAM software is also available and other 3 rd party reporting products (such as SQL Server Reporting Services (SSRS)) may also be utilized if desired.
R	8. Mobile device support for field crews	Y Lucity Mobile for Android and/or iOS tablets and/or phones, Lucity Web available via supported browsers (Chrome, Firefox, Safari) on mobile devices.
R	Technology and General Functionality	
R	9. Specify if proposing on-premises, single tenant cloud, or multi-tenant cloud deployment model.	Y Proposing an on-premise deployment of the LucityAM software.
R	10. If proposing on-premises deployment, support Microsoft technologies, e.g. MS SQL and Active Directory, etc.	Y SQL Server and Active Directory are supported.

R	11. If proposing on-premises deployment, support virtual server environment utilizing VMWare.	Y A virtual VMWare environment is supported.
R	12. Indicate if browser-based or web-enabled. Explain if this applies to entire application or only specific areas of functionality.	Y LucityAM is primarily a web-based application and the Web products would be utilized by end users. Lucity does also provide a desktop product, but this would only be used by the System Administrator(s) for some administrative level functions (such as defining and assigning security roles). Lucity Mobile is written natively for both iOS (iPhones/iPads) and Android (Smartphones/tablets).
R	13. List single sign-on technologies supported (e.g. MS Active Directory, LDAP, SAML, etc.).	Y Single sign-on is supported using MS Active Directory, LDAP for an on-premise deployment.
R	14. Role-based security.	Y Security is role-based.
R	15. Indicate if software can utilize AD groups for managing security roles.	Y AD groups can be used to manage security roles.
R	16. Field-level security for roles or individuals.	Y Field-level security is available.
R	17. Briefly describe remote access capabilities and supported technologies, if applicable.	Y LucityAM Mobile is available for Android and iOS and may be configured to work with either VPN or a DMZ. Lucity Web may also be used as a mobile solution if desired using a Windows based laptop or tablet.
R	18. List mobile platforms and devices supported.	Y Lucity Mobile via native application for iOS (iPhones/iPads) and Android (Smartphones/tablets). Lucity Web via supported browsers (Chrome, Firefox and Safari) on mobile devices.
R	19. Role-based and user-definable menus, fields and screens.	Y Menus, fields and screens are configurable.
R	20. Establish required fields on data entry screens.	Y Required fields may be defined on each view/form.
R	21. Searchable system user help.	Y Help file is searchable.
I	22. Context sensitive system help.	Y Context sensitive help is available.
R	23. Audit trail with date, time, user stamp and historical values.	Y 'Last Modified By' and 'Las Modified Date' fields are provided. Additional optional tracking items may also be configured for Work Requests and Work Orders.

R	24. Ability to attach documents throughout system. List supported document types	Y Document attachment available for any record type. All file types are supported, excluded file types can be defined at an administrative level.
R	25. Describe how and where attachments are stored.	Y Documents are stored in a client-defined Document Server. Files can be uploaded and attached using Lucity Document Management.

City of Fayetteville Enterprise Asset Management Key Requirements		
I	26. Can you integrate with Laserfiche to access attachments within the proposed solution?	Y An integration could be developed for this purpose. Lucy also offers an external Document Link too which could potentially be used.
R	27. Comments/notes fields on asset records.	Y Comments can be embedded or linked to any record type.
I	28. All fields are reportable throughout the system, including user-defined fields.	Y All fields may be reported on.
R	29. Customer definable rule-based workflow throughout the system.	Y Workflow processes are configurable.
R	30. Store and forward (disconnected) mode.	Y Disconnected mode is available with Lucy Mobile. This is a fully disconnected mode.
R	31. Briefly describe interface/integration tools and methodologies. (E.g. Application Program Interfaces, Web Services, Service Oriented Architecture, Proprietary Middleware Tools, etc.).	Y Lucy offers REST APIs for integration to 3 rd party applications. Lucy also provides an Import/Update utility for the purpose of loading data from other sources.
	32. Possible key systems for interfacing/integrating:	PLEASE INDICATE IF FUNCTIONALITY WITHIN YOUR SYSTEM COULD REPLACE ANY OF THE FOLLOWING.
R	a. ESRI (GIS)	Y Lucy is an Esri Gold business partner and offers out-of-the-box products that integrate with the Esri suite of solutions.
I	b. EnerGov (Community Development)	Y An interface scope would need to be developed in order to determine level of effort and related costs.
R	c. NovaTime (Time Keeping)	Y The Lucy Import and Update tool could be used to import employee data and related rates into Lucy. A custom export could also be developed for the purpose of allowing for the ability to import labor hours into NovaTime.
N	d. Fuel Master (Fuel Management)	Y The Lucy Import & Update utility could be used to import fueling readings into the Lucy fueling module.
N	e. Laserfiche 10.3 (Document Management)	Y An integration could be developed for this purpose. Lucy also offers an external Document Link too which could potentially be used.

N	f. Tyler New World ERP 2018.1 (Financials)	Y An interface scope would need to be developed in order to determine level of effort and related costs.
R	g. Tyler New World ERP 2018.1 (Utility Management)	Y An interface scope would need to be developed in order to determine level of effort and related costs. An integration for another Lucy client is currently in development, related to New World Services Orders creating Work Requests in Lucy.
N	h. Tyler New World ERP 2018.1 (HR/Payroll)	Y An interface scope would need to be developed in order to determine level of effort and related costs. The Lucy Import & Update utility may also be used.
R	i. Microsoft Office 365, including Exchange	Y Reports may be exported into various formats including Word and Excel. Data may also be imported/exported in Excel and CSV. Notifications and reports may be sent via email.
I	j. IMS (Pavement Management)	Y IMS and Lucy have dozens of mutual clients and the data collected by IMS may be imported into the Lucy Pavement Analysis module.
R	GIS	
R	33. Briefly describe integration with ESRI ArcGIS server.	Y The Lucy GIS Web and Mobile products can consume map services from ArcGIS Server, AGOL and/or Portal. Lucy also utilizes features services to track and manage edits between GIS and Lucy.
I	34. Configurable options for geodatabase interface, e.g. system of record.	Y GIS assets and related attributes may be configured to link with Lucy. Asset attributes may reside in GIS, Lucy, or both depending on the City's preference. For non-spatial assets (Fleet, Equipment, etc.) Lucy may also be the system of record.
I	35. Support visibility of multiple layers from ArcGIS in EAM, e.g. ownership, previous location, permits, etc.	Y Multiple layers and published map services can be deployed as needed. Multiple map configurations can be selected by end users.
R	36. Bi-directional view of information within GIS and EAM (e.g. view map from EAM, view asset history from GIS).	Y LucyAM provides bi-directional interfaces for GIS.

R	37. Location management of asset by address (e.g. lateral), intersection (e.g. street sign), and GPS coordinates (e.g. Right-of-way) tied to GIS.	Y Addresses, intersections, and/or GPS coordinates may be utilized.
R	38. Map display of location and status of selected work order(s).	Y Work Orders may be viewed on a map.

City of Fayetteville Enterprise Asset Management Key Requirements		
I	39. Create “on the fly” work orders or service requests from a map selection (e.g. asset) in GIS.	Y Work Orders and Requests may be created from the map.
I	40. Print and/or export (for example, PDF format) a map with a legend, bar scale, and notes displaying work order or asset location.	Y Map views may be printed.
R	41. Create location-based reports of assets or work orders based on geographic region or user defined areas and subjects.	Y Location-based reports may be created.
	42. Group assets within a selected area via map to create and schedule preventive maintenance.	Y Map views can be used to highlight groups of assets spatially. These groups of assets may also be based on filtered criteria or subsets.
R	43. Methodology to support ESRI’s current and future iterations of the Local Government Information Model.	Y Lucity is compatible with Esri’s LGIM and has pre-defined mapping available between the LGIM and Lucity.
R	Asset Management	
R	44. Support management of both horizontal and dimensional assets for Public Works, Parks Maintenance, and Facilities including: Storm and Sewer, Streets, Right-of-Way, Capital Projects, Trails, and Buildings.	Y LucityAM provides pre-configured yet customizable asset and inspection forms for all of the various Public Works and Utilities assets.
I	45. Have compulsory fields in work order management.	Y Required fields may be defined.
I	46. Access as-built diagrams (either through GIS, attachments, or Laserfiche) in the field.	Y Attachments may be viewed using Lucity Web, GIS Web, and/or Lucity Mobile.
R	47. Monitor asset cost history for the life of the asset including acquisition, maintenance, repairs, retirement, and disposition.	Y All costs related to an asset may be tracked.
R	48. Maintain asset attribute history for the life of the asset including naming conventions, location and transfers, repurchase frequency, etc.	Y All costs related to an asset may be tracked.
I	49. Retired an asset and reuse asset number (but maintain history of that asset).	Y The retirement/replacement of an asset may be tracked at the work order history level with same asset number. Historical assets retain history when archived.
I	50. Track asset to a location, facility, vehicle, department or person (e.g. small).	Y Locations may be defined.
R	51. Track and maintain location information for utility locate work.	Y A Utility Locates module is provided within the LucityAM Work product. Lucity also offers an optional product, Lucity Dig-Alert,

		which allows for 811 requests to be imported into Lucity.
I	52. Condition tracking with useful life estimates by asset type, e.g. fire hydrants, pump stations, street lights, roads, etc.	Y Both condition and useful life estimates may be tracked for each asset type.
I	53. Support Pipeline Assessment and Certification Program (PACP) for sewer condition.	Y PACP, MACP and LACP forms are provided.
N	54. Support visual and video (CCTV) inspections of assets.	Y CCTV Inspection data may be imported into Lucity and linked to corresponding videos.
I	55. Ability to group assets within a category and area in GIS format to help schedule and coordinate preventive maintenance activities (e.g. street sweeping, grate cleaning, Fats/Oil/Grease (FOG) control, etc.).	Y Any asset types may be grouped by category, location, or selection from GIS. Grouped assets can be assigned reactive work or scheduled preventative maintenance.

City of Fayetteville Enterprise Asset Management Key Requirements		
R	56. Preventive maintenance including scheduling, proactive part inventory reservations, procedure checklists or attachments, etc.	Y Using Lucy Preventative Maintenance templates.
I	57. Lifecycle management including strategy to comply with municipal asset management standards.	Y Lucy tracks data related to asset condition and cost; replacement value, cost and date; present value; and risk. Lucy also partners with other 3 rd party vendors to provide additional asset and lifecycle analysis tools, depending on the specific needs of the agency.
I	Citizen Request (Service)	
I	58. Provide a brief overview of functionality available to support citizen requests (e.g. citizen portal, citizen mobile application, email, call log, etc.).	Y LucyAM Work Requests can support call in problem tracking for both customers and internal users. LucyAM Citizen Portal is also available to allow citizens to submit requests using the City's website. Lucy also partners with 3 rd party vendors to provide a citizen mobile application, Lucy Reporter.
I	59. Citizen visibility of request, status and resolution.	Y Lucy's Citizen Portal functionality allows requestors to check in on the status of their Request on the City's website. Automatic email notifications may also be configured to notify a citizen that their Request has been received and/or completed. Lucy Reporter additionally allows for push notifications for receiving, status changes, and completion of Requests.
I	60. Internal citizen request administrative work queue.	Y Requests may be displayed within the Lucy dashboard for this purpose.
R	61. User definable service levels for citizen requests.	Y Service levels may be defined by the City.
N	62. Describe methodology of possible integration with EnerGov customer complaint portal	Y Lucy can provide a defined interval single or bi-directional import/export of data between the two systems. Lucy can also provide a real-time integration between the systems using REST APIs. A scope would need to be defined to determine level of effort and related costs.
R	63. Escalation workflow approval process for emergency and priority requests.	Y Approval workflows may be defined based

		on priority.
R	Work Management	
R	64. Allow work orders to be created and closed without assets tied to them.	Y Assets are not required on a work order.
I	65. User definable work order categories, e.g. reactive, maintenance, chargeable, etc.	Y Work order categories may be defined by the City.
I	66. Manage both internal and contractor work orders.	Y Both employees and contractors may be assigned to work orders.
I	67. Copy/duplicate work order to create new.	Y Fields may be selected to copy to new work orders and work order templates may also be defined.
I	68. Support recurring work orders (e.g. catch basin inspections).	Y Recurring work orders are supported.
R	69. Assign time and resources at creation and during tasks on chargeable work orders.	Y Time and resources may be added at any time to a work order.
R	70. Configurable categories, tasks, reasons, types and sub-types for work performed, including context sensitive dropdowns.	Y All work order related data may be defined by the city.
I	71. Automatic work order status based on accessing and completing tasks.	Y Work orders tasks may have their own status separate from the work order. Work order status may also be automatically updated based on the completion of routing tasks.
R	72. Work order scheduling (e.g. work crew calendar).	Y A Work Scheduler (calendar view) is provided.
I	73. Schedule balancing by crew or by person (e.g. load balancing).	Y Schedules may be viewed on a calendar or using a graphical report for this purpose.
I	74. Schedule balancing by crew or by person by geographic location by leveraging GIS data layers.	Y Automatic assignment to supervisor based on geographic location available. Filters based on status, date, crew and/or person can be viewed as map layers.

City of Fayetteville Enterprise Asset Management Key Requirements		
I	75. Generate a daily work list for staff based on work orders and assigned task and estimated time to complete them.	Y A daily work list may be displayed in a dashboard view or in a report, with estimated task durations included.
R	76. Time based preventative maintenance scheduling (e.g. 3 months).	Y Time-based PM scheduling is provided.
I	77. Ability to schedule closures; shut downs by date, or by date and time.	Y Closures and shutdowns may be scheduled using the Lucy dashboard.
N	78. Contractor license validation.	Y A certifications and classes module is provided with Lucy Work.
I	79. Smart route features that allow aggregating work orders based on location.	Y Work may be automatically assigned based on maintenance zones defined within the GIS.
N	Inventory Management	
I	80. Inventory tracking including asset tagging and barcoding.	Y Asset tags may be utilized. Barcodes may be associated to parts.
E	81. Tracking of small and attractive inventory.	Y Small inventory may be tracked.
I	82. Fixed asset identification flow through to inventory.	Y Fixed Asset IDs may be associated to asset records.
N	83. Inventory location management.	Y Warehouse locations may be defined.
I	84. Issue/transfer inventory to work orders, warehouses, and people.	Y Inventory may be issued to work orders, people, or transferred to other locations.
I	Capital Projects	
R	85. Ability to link work orders to projects. Briefly discuss if projects are handled in the EAM or 3 rd party such as ERP and or Permitting, and how they connect.	Y Lucy offers a Project Management module which may be linked to LucyAM Work Orders. Project numbers may also be associated to Work Orders if the projects are tracked outside of LucyAM.
N	86. Ability to link work orders to grants (which might also be tied to projects). Briefly identify best practices approach.	Y Project Grants may be tracked with the LucyAM Project Management module and tied to defined projects if desired.
R	87. Contractor "management" such as work orders, percent or milestone completions, etc.	Y Contractors may be associated to projects and/or listed as resources on work orders.
R	88. Asset cost allocation to one or many general ledger accounts.	Y Cost centers and project numbers may be associated to projects, work orders, tasks

		and individual resources (employees, equipment, materials, and contractors).
I	89. Ability to track project budget and schedule at project level as well as program level.	Y Using the Program, Master Project, and Project modules.
R	Reporting	
R	90. List all levels of reporting and technologies used. (E.g. Standard Reports – System Proprietary, Ad Hoc Reports – SSRS, etc.). Indicate if embedded or 3 rd party.	Y LucityAM provides a Report Library that utilizes runtime Crystal Reports. No Crystal Reports licensing is required to run these reports, however a standard license of Crystal Reports would be required to create new custom Crystal Reports and/or edit existing reports. Custom reports may also be developed using other 3 rd party reporting products such as SQL Server Reporting Services (SSRS) and these URL driven custom reports could be accessed from within the Lucity Dashboard. LucityAM also provides the ability to export ad-hoc queries to a CSV format and the reports within the Lucity Report Library may also be exported into various formats including Word, Excel, PDF, XML, etc.
R	91. User level security flows through to queries and reports.	Y Users are granted access to reports in security settings.
R	92. Ad-hoc query and reporting tools with drill down to source transactions based on multiple parameters / filters.	Y The LucityAM Filter tool allows for multiple/every field within a module to be queried on.

City of Fayetteville Enterprise Asset Management Key Requirements		
R	93. Ad-hoc query and reporting on real-time data.	Y Queries and reports may be done on real-time data.
R	94. Approval metric-specific reporting (e.g. work order aging, escalations, past due approvals, etc.).	Y Aging and other metric-specific reporting is provided.

SECTION 3.0 CUSTOMER REFERENCES

Name of Customer: City of Kirkland, WA	
Concurrent Users: 50	Named Users: 120 + Lucity Users
Contact Name/Title: Xiaoning Jiang, IT Manager – Spatial Systems, Lucity Project Manager	Telephone #: 425-587-3070 xjiang@kirklandwa.gov
Modules/Functionality Installed: LucityAM Assets, Work, GIS, Mobile, API	
Financial/ERP Software Vendor: SunGard Public Sector	
Go Live Date: October 2017 (Phase 4) – Total of 4 Phases.	
Other comments: Hansen 7 data conversion. On-premise deployment. Enterprise Lucity license.	

Name of Customer: City of Yuma, AZ	
Concurrent Users: Estimate 100	Named Users: Estimate of 300 Lucity Users
Contact Name/Title: Brian Lucero, Sr. Applications Analyst, Lucity Project Manager	Telephone #: 928-373-4931 brian.lucero@yumaaz.gov
Modules/Functionality Installed: LucityAM Assets, Work, GIS, Mobile, API	
Financial/ERP Software Vendor: New World	
Go Live Date: January 2018	
Other comments: IMS / Lucity Pavement client. On-premise deployment. Enterprise Lucity license.	

Name of Customer: City of Tulsa, OK	
Concurrent Users: Estimate 250+	Named Users: 600+ Lucity Users
Contact Name/Title: Joan Arthur, Asset Manager	Telephone #: 918-596-9798 jarthur@cityoftulsa.org
Modules/Functionality Installed: LucityAM Assets, Work, GIS, Mobile, API	
Financial/ERP Software Vendor: Munis	
Go Live Date: October 2015 (Phase 1 – Water Treatment.	
Other comments: Initial project for Tulsa Metropolitan Utility Authority (TMUA) for all Water and Sewer infrastructure. Expansion to Streets and Stormwater Department (Streets, Traffic, Stormwater and Solid Waste). On-going expansion to additional work groups in process. On-premise deployment. Enterprise Lucity license.	

SECTION 4.0 PERSONNEL ASSIGNED

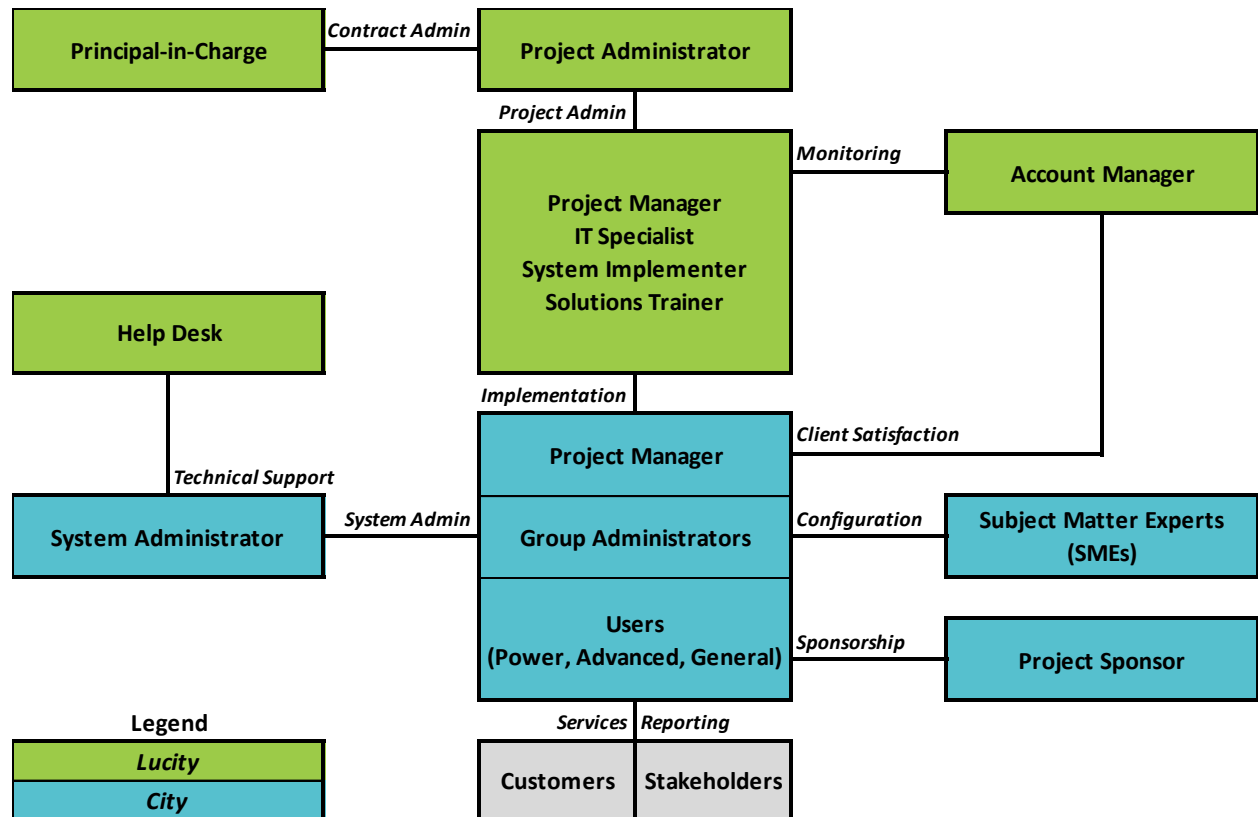
Based on availability and the City's unique needs, Lucity will assign a System Implementer who will act as project manager and system implementer. This individual may also provide solutions training as implementation is completed.

Name	Exp.	Yrs. w/Lucity	Education	Location
Michael Adams	8	4	Applied Environmental Spatial Analysis, Environmental Science, GIS, and Geography (BS)	Littleton, CO
Melissa Armstrong	6	6	Project Management (MS) Environmental Science, Geography (BS)	Overland Park, KS
Garrett Boller	6	3	Geography (BS)	Overland Park, KS
Jacob Meuth	5	2	Hydrology and Water Resources Science (MS) Soil, Environmental, and Atmospheric Science (BS)	St. Peters, MO
Joe Morocco	16	1	GIS (MS) Biology (BS)	Richfield, MN
Aaron Pollock	7	1	Geography - Urban Planning & Development (BA)	Centennial, CO
Frank Shell	11	9	Geography/GIS (MGIS) Geography/GIS (BS)	Overland Park, KS
Ryan Sullivan	12	12	Geography (BS)	Overland Park, KS

The City may also be supported by one of the following professionals during the implementation process:

Name	Exp.	Yrs. w/Lucity	Education	Location
Matt Miner <i>Implementation Team Lead</i>	17	17	Civil Engineering (BS)	Overland Park, KS
Luke Savage <i>Tech Team Lead</i>	18	8	Geography, City and Regional Planning (BS)	Eugene, OR
Mike Konovalske <i>IT Specialist</i>	3	3	Agriculture (BS)	Overland Park, KS
Jason Swain <i>IT Specialist</i>	7	7	Geography (BA)	Overland Park, KS
Allison Tuttle <i>VP – Client Services</i>	23	21	Business Administration (MBA) Civil Engineering (BS)	Overland Park, KS

The following table illustrates how the project team will be structured:



SECTION 5.0 IMPLEMENTATION METHODOLOGY

5.1 IMPLEMENTATION SCHEDULE

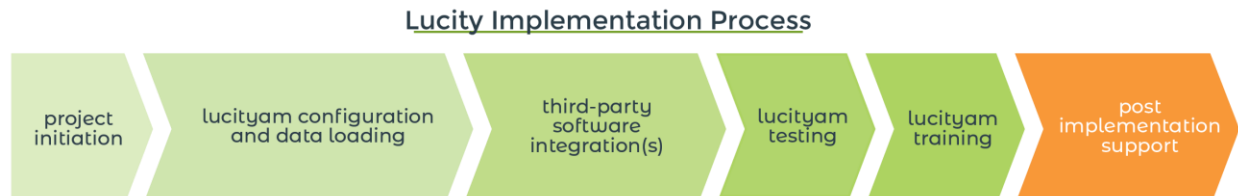
Lucity anticipates that the City's implementation will generally progress according to the schedule below.

5.1.1 PROPOSED SCHEDULE

Task	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
PROJECT MANAGEMENT												
INITIATION												
PROGRESS												
INSTALLATION & KICKOFF												
IT/GIS AUDIT												
INSTALLATION												
KICKOFF MEETING												
SYSTEM CONFIGURATION												
DISCOVERY												
FUNCTIONAL GROUPS												
GIS												
DATA CONVERSION												
INTEGRATION												
TRAINING												
ADMINISTRATION												
PRODUCTION												

5.2 PROJECT MANAGEMENT

Following is an outline of our proposed Implementation Work Plan. This approach and methodology have proven successful over many years for Lucy clients similar to the City with regard to size, organization, needs, and asset management scope. This Work Plan assumes an on-premises deployment of the System.



5.2.1 INITIATION

A meeting will take place as soon as possible after issuance of the Notice to Proceed to introduce key Project Team members and initiate project activities. An outline of the expected agenda for the Initiation Meeting follows.

- **Project Team** – Review roles, responsibilities, and personnel assignments; and identify primary contacts and exchange contact information.
- **Software** – Verify licensing details.
- **Project Plan** – Set dates for IT/GIS Audit, Installation, and Kickoff tasks – our recommendation is for the IT/GIS Audit to be completed as soon as possible, and Installation to be completed prior to Kickoff.

Participation in the Initiation Meeting should include the following Project Team members:

Lucy

- Project Manager
- Account Manager
- IT Specialist

City

- Project Manager
- System Administrator
- Project Sponsor

5.2.2 PROGRESS

An outline of the project management activities expected throughout the project follows:

- **Meetings & Workshops** – convene bi-weekly (i.e. twice per month) Project Progress meetings to review Project Plan completion status and provide agendas and “Trip Report” documents.
- **Project Plan** – provide updates as needed based on approved revisions to scope and/or schedule.
- **Invoicing** – Prepare billing summaries and submit invoices to the City for approval and payment processing.

Participation in project management activities should include the following Project Team members:

Lucity

- Project Manager
- Project Administrator

City

- Project Manager

Mavenlink is a web-based collaborative project management system we utilize, and which key Project Team members (including the City's Project Manager) can access.

5.3 INSTALLATION

6.3.1 IT/GIS AUDIT

A meeting will take place as soon as possible after Initiation for us to provide guidance to the City's IT and GIS Subject Matter Experts (SMEs) pertaining to LucityAM™ enterprise architecture, existing GIS database structure, and security designs. An outline of the expected agenda for the IT/GIS Audit Meeting follows:

- **Software** – Review “Hardware and Software Recommendations”, “System Design and Tuning”, and “IT & GIS Questionnaires” documents – Questionnaire to be completed by the City; discuss the Installation task and related activities; and identify needed actions prior to LucityAM installation.
 - Our assumption is the City will provide needed hardware and supporting software and confirm basic operation of hardware prior to installation of LucityAM.
 - System Design and Tuning is intended to provide an understanding of LucityAM as it pertains to the City's enterprise infrastructure and security policies, and the expected maximum number of concurrent users.
 - The IT & GIS Questionnaires serve to gather information regarding the City's resources, preparedness, and capabilities for installing and managing LucityAM and leveraging GIS integration.
- **Access** – Discuss providing the System Implementer and Solutions Trainer remote access (VPN) into the installed LucityAM system to facilitate completion of implementation tasks.
- **Project Plan** – Confirm dates for Installation and Kickoff tasks.
- **Action Items** – Complete IT & GIS Questionnaires; provide the LucityAM install design and system architecture diagram and executed VPN access forms (if required).

Participants in the IT/GIS Audit Meeting should include the following Project Team members:

Lucity

- IT Specialist

City

- Project Manager
- System Administrator

- SMEs (IT and GIS)

5.3.2 INSTALLATION

The IT Specialist will assist the System Administrator with downloading the LucityAM Installation Components (current version with latest service pack) from the Lucity Support Center web site, and following instructions provided in the Install Manual.

Our assumption is the System Administrator will complete related Installation activities, including:

- Establishing multiple environments for testing/training, production, and backup/recovery.
- Perform system-level testing (to ensure satisfactory performance) and performance tuning actions (if necessary).

5.3.3 KICKOFF

A Kickoff Meeting will be held to transfer knowledge between Project Team members, gather information, and set the stage for subsequent Implementation Work Plan tasks. An outline of the expected agenda for the Kickoff Meeting follows.

- ***LucityAM Software Demonstration*** – Present functional overview including typical user workflows for inspections, work orders, etc. and “out of the box” capabilities including reporting (standard templates and ad hoc), GIS integration, and data interfaces.
- ***Functional Groups*** – Identify each Group’s place (Department, Division, etc.) within the organizational structure of the City; confirm with each Group Administrator those persons assigned to serve as Group SMEs for Configuration task; examine (at a preliminary, high-level) current basic business processes of each Group with associated data, reporting, and integration requirements; and review with each Group their Work Flow Setup spreadsheet with default data – spreadsheet to be completed by the City.
- ***GIS and IT*** – Discuss completed Installation task and related activities and identify needed actions prior to initiation of Configuration – GIS task.
- ***Access*** – Verify System Implementer has remote access into installed LucityAM.
- ***Project Plan*** – Confirm Project Team and Functional Groups; discuss what is expected of Project Team members throughout project; review schedule and discuss how LucityAM will “go-live”; identify any needed revisions to Project Plan based on knowledge gained from the Kickoff Meeting sessions; and set date for Configuration – Discovery task.
- ***Action Items*** – Complete Work Flow Setup spreadsheets – these spreadsheets are used to record data required to define Categories, Problems, Causes, Tasks, and Resources (Employees, Crews, Equipment, Materials, Fluids, Contractors) for Functional Groups with LucityAM Work – Work Administrator.

Participants in the Kickoff Meeting sessions should include the following Project Team members:

Lucity

- Project Manager
- Account Manager

City

- Project Manager
- System Administrator
- Functional Group Administrators
- GIS and IT SMEs
- Project Sponsor

5.4 CONFIGURATION

5.4.1 DISCOVERY

A Discovery Workshop will be completed – this workshop will consist of a series of sessions that focus on refining the default LucityAM configuration to support the specific operational needs of the distinct Functional Groups. An outline of the expected Discovery Workshop activities follows.

- ***Functional Groups***
 - Examine details (what, who, how, and why) of business processes of each Group, and identify potential revisions to improve results and best leverage the capabilities of LucityAM.
 - Review with each Group their completed Work Flow Setup spreadsheet and identify any additional data revisions for initial LucityAM configuration.
 - Discuss available data from sources other than GIS to be incorporated (i.e. “loaded”) into LucityAM (this data should be gathered by the City).
 - Identify any supplemental reporting and/or integration needs to be addressed with the LucityAM implementation.
 - At a preliminary, high-level, identify requirements and preferences for dashboards, data forms/views, and user groups/roles for each Group.
- ***GIS***
 - Outline overall GIS strategy for the LucityAM deployment.
- ***Project Plan***
 - Identify any needed revisions to Project Plan based on knowledge gained from Discovery activities.
 - Set the date for Configuration – Functional Groups task.
- ***Action Items***

- Apply initial configuration to the installed LucyAM software based on revised Work Flow Setup data and revised user dashboards, data forms/views, maps, and groups/roles.
- Deliver data from sources other than GIS to System Implementer for evaluation.
- Evaluate options for supplemental reporting and/or integration and identify next steps.

Participants in the Configuration – Discovery workshop activities should include:

Lucy

- Project Manager
- System Implementer

City

- Project Manager
- System Administrator
- Functional Group Administrators
- GIS SME

5.4.2 FUNCTIONAL GROUPS

Finalizing the LucyAM configuration will be an iterative process. The System Implementer will first meet with each Functional Group to review the initial configuration and identify needed refinements. With subsequent refinements, additional meetings will be convened to review the latest LucyAM configuration – which will include GIS integration, loaded data, custom reporting (if required), and custom integration (if required) as these become available. The process will continue until the LucyAM operational needs of the Groups are met.

The System Implementer will also use LucyAM Security to define security setup for System users. This effort will:

- Import users into LucyAM using the Import tool, and associate users to Windows Login accounts.
- Set controls for user access and assign group/role permissions for various LucyAM functions (to be expanded and refined during Configuration.)

Participants in the Configuration – Functional Group Meetings task should include:

Lucy

- System Implementer

City

- System Administrator
- Functional Group Administrator
- SMEs – Groups

5.4.2.1 CUSTOM REPORTS

Although we expect the LucyAM reporting capabilities (standard templates and ad hoc) will meet most of the City's needs, some supplemental custom reports will likely be desired/required. The number and nature of such custom reports will be defined from the Configuration activities.

Custom reports can be designed, developed, and incorporated into LucyAM by the City or a third-party. Alternatively, we can deliver custom report templates (using Crystal Reports) through negotiated additional services.

5.4.3 GIS INTEGRATION

The System Implementer will work with the System Administrator and GIS SME to configure and test the bi-directional LucyAM/GIS integration. Following are descriptions of our standard deployment scenarios, however, if you would like to use a different scenario, Lucy will evaluate it on a case-by-case basis.

5.4.3.1 LUCYAM ON-PREMISE TO ARCGIS ON-PREMISE

Configuration of this integration involves the following activities:

- ***GIS to LucyAM Integration***
 - Use the Lucy Administration tool to create a geodatabase connection string to serve as the primary link between ArcMap and LucyAM.
 - Use Geodatabase Configuration tool in ArcCatalog to link feature classes to LucyAM.
 - Use Lucy Editor ArcMap extension to load attributes of linked feature classes into LucyAM database tables.
- ***LucyAM to GIS Integration***
 - Use ArcServer to publish map services containing linked feature classes with Feature Access capabilities enabled (i.e. feature services) – feature services to serve as the primary link between LucyAM and geodatabase.
 - Use Administration tool to add feature services to geodatabase connection string.
- ***Lucy Spatial Generator Configuration***
 - Use Administration tool to enable the Lucy Spatial Indexer process and set maximum number of days to process spatial history of information related to work order and service request locations (addresses, coordinates) and related assets.
 - Use Administration tool to set up URL for Geocoding Service for processing locations.
 - Use Administration tool to set up Edit Map Service URL for processing assets.
- ***GIS Map Setup***
 - Use Administration tool to create maps (by layering map services) for LucyAM GIS Web and LucyAM Mobile.

5.4.3.2 LUCITY ON-PREMISE TO ARCGIS ONLINE DEPLOYMENT

Configuration of this integration involves the following activities:

- ***GIS to LucityAM Integration***
 - Use Administration tool to serve as the primary link between ArcGIS Online and LucityAM.
 - Use GIS Config tool in Lucity Administration Tools to link features to LucityAM.
 - Use GIS Scheduled Tasks to load attributes of linked features into LucityAM database tables.
- ***LucityAM to GIS Integration***
 - Client will use ArcGIS Pro to publish hosted services – feature services to serve as the primary link between LucityAM and ArcGIS Online hosted feature services.
 - Use Administration tool to add Hosted Features to Lucity database tables.
- ***Lucity GIS Web to LucityAM Integration*** (also applies to integration of third-party mapping applications to LucityAM)
 - Use GIS Config tool to set up “GIS Task” to check ArcGIS Online feature services at scheduled time intervals and push updates to LucityAM.
- ***Lucity Spatial Generator Configuration***
 - Use Administration tool to enable the Lucity Spatial Indexer process and set maximum number of days to process spatial history of information related to work order and service request locations (addresses, coordinates) and related assets.
 - Use Administration tool to set up URL for Geocoding Service for processing locations.
 - Use Administration tool to set up Hosted Service URL for processing assets.
- ***GIS Map Setup***
 - Use Administration tool to create maps (by layering map services) for LucityAM Mobile and ArcGIS Online WebMaps for LucityAM GIS Web.
 - Use Map Setup and GIS Views in Administration tool and LucityAM Web to assign maps to user groups/roles.

5.4.3.3 LUCITY HOSTED TO ARCGIS ON-PREMISE OR SAAS TO ARCGIS ONLINE DEPLOYMENT

Configuration of either the Lucity Hosted to ArcGIS On-Premise OR SAAS to ArcGIS Online Deployment integration each involve the following activities:

- ***GIS to LucityAM Integration***
 - Use Administration tool to link ArcGIS Server, Portal, or AGOL feature services, layers, and fields to LucityAM.

- ***LucityAM to GIS Integration***
 - Use Administration tool to link ArcGIS Server, Portal, or AGOL feature services, layers, and fields to LucityAM.
- ***Lucity GIS Web to LucityAM Integration*** (also applies to integration of Collector for ArcGIS and other third-party mapping applications to LucityAM)
 - Use Administration tool to set up “GIS Task” to check feature services at scheduled time intervals and push any updates to LucityAM.
- ***Lucity Spatial Generator Configuration***
 - Use Administration tool to enable the Lucity Spatial Indexer process and set the maximum number of days to process spatial history of information related to work order and service request locations (addresses, coordinates) and related assets.
 - Use Administration tool to set up URL for Geocoding Service for processing locations.
 - Use the Administration tool to set up Edit Map Service URL for processing assets.
- ***GIS Map Setup***
 - Use the Administration tool to create maps (by layering map services) for LucityAM GIS Web and LucityAM Mobile.
 - Use Map Setup in Administration tool to assign maps to user groups/roles.

GIS data available at the time of GIS configuration task efforts will be loaded into LucityAM, and necessary training will be provided to the City to load additional GIS data that may become available later.

5.5 DATA LOADING

The “Import & Update” tool inherent with the LucityAM software is used for loading data into LucityAM from ODBC, OLE, ASCII-delimited text, and XML sources. Data from sources other than GIS and Work Flow Setup gathered by the City and delivered to the System Implementer for loading should (if possible) be in compatible formats.

We will evaluate delivered data for suitability for loading, determine requirements for any necessary conversion of source data, and provide expected effort and associated costs for us to complete the work through negotiated additional services.

The System Implementer will provide the System Administrator training in use of the Import & Update tool to:

- Establish appropriate data mapping between source tables and individual LucityAM tables and complete the import processes. With this training, the City may determine that loading of data from other sources is an effort that can be completed by the System Administrator.

- Set up interfaces with external data collection systems (e.g. CCTV, SCADA, fueling) to routinely incorporate new data (e.g. inspections, readings) into LucyAM.

5.6 INTEGRATION

We have a long history of successfully providing pre-configured and customized LucyAM interfaces/integration for our clients and partners. Such “integrations” involve a number of different approaches, methods and technologies. As such, we will develop a standard approach based on your individual needs.

Our approach is to address integrations on a case-by-case basis, and therefore we do not develop and deliver “off-the-shelf” LucyAM integrations (with the exception of Esri ArcGIS.)

We typically do not propose specific scope of works for turn-key delivery of full integrations as part of an initial LucyAM-based System implementation. Instead, we recommend development of Integration Design Documents that specifically define how systems should communicate and share information. These documents are used then to prepare detailed scopes and associated cost estimates to develop, test, and implement designed integrations based on clients’ defined requirements. Development of Integration Design Documents for the City will generally follow the general process outlined below:

- 1. Document Workflows and Data Requirements** – Through a combination of on-site and remote meetings, the City will share the requirements they envision for the system integrations. The City will communicate and document required integration needs and, upon examination, the Project Team will provide recommendations for process improvements. Through an iterative process, a final requirements document will be developed.
- 2. Identify and Determine the Availability of Third-Party Integration Tools** – We understand that software systems evolve, and vendors are continuing to develop easier ways to share and exchange data and processes with other systems. As such efforts to examine the availability of APIs, import tools, and other data sharing functions supported by the City’s back office solutions will be completed. We anticipate this being a joint effort with the City as they may have existing experience using these tools. This is also an opportunity to engage directly with the third-party vendors for inclusion on any subsequent scope requirements.
- 3. Develop Integration Design Document** – A design document will be prepared which would outline the integration requirements and the anticipated scope of work to execute the design. The scope of work would address the effort, schedule and responsibilities of the parties involved (Lucy and the City, at a minimum).

The cost estimates provided in this proposal should be considered as budgetary amounts – refinements can be expected based on results of the integrations design process.

5.7 TESTING

The System Implementer will work with the System Administrator to develop an Acceptance Test Plan to verify the configured LucityAM meets the stated functional requirements. This Plan will include user test scripts covering the various LucityAM functions.

Our assumption is the System Implementer will be responsible for functional and integration testing, and the System Administrator will perform acceptance testing, per the Test Plan. During the testing phase, we will:

- Collaborate with the System Administrator to maintain a log of issues, configuration problems, and software malfunctions identified during testing.
- Resolve all such issues, problems and malfunctions to the City's satisfaction.
- Prove through test procedures installed and configured LucityAM is functionally viable with all loaded data, reporting, and integration in place.
- Demonstrate acceptance criteria items have been addressed and certify LucityAM is ready for go-live transition from testing/development environment to production environment.

5.8 TRAINING

We will provide a Training Plan detailing session descriptions and durations, methods and materials for each Functional Group, and the overall schedule. An outline of the expected Training activities follows.

5.8.1 ADMINISTRATION

- **Installation and Maintenance** – Complete procedures as outlined in Install Manual for initial LucityAM installation and future software upgrades; review available software documentation; review technical support and software maintenance services and resources provided through Lucity Constant Connection Program; and discuss current backup and recovery practices for the City's data, and reviewing suggested practices specific to LucityAM
- **Security** – Complete procedures as outlined in Lucity Security for adding new users, and defining user group and individual permissions for LucityAM access and use
- **Configuration** – Use tools, parameters and settings available with LucityAM products to refine System configuration
- **Documents** – Complete procedures for establishing links between LucityAM records and externally managed electronic documents
- **Integration** – Use LucityAM products for completing processes for configuring and refining the GIS integration
- **Reporting** – Add custom reports

- **Data Import/Export** – Import data using Import & Update tool, and export data using LucityAM reporting capabilities

The goal of the Training – Administration task is for the System Administrator to be reasonably self-sufficient in refining, expanding and sustaining the implemented LucityAM software.

5.8.2 PRODUCTION

Following is a list of topics that will be addressed during Production Training sessions.

GENERAL TOPICS	
Dashboard	Using assigned “home” pages with personalized real-time LucityAM content.
Filter	Creating queries to produce specific record sets
Locate	Quickly finding a specific record within the current “filter”
Show in Map	Opening assigned GIS maps and zooming to assets and locations (customer addresses, work sites, etc.)
Document Control	Linking electronic documents (images videos, as-built drawings, O&M manuals, website links, etc.) to records
Subset Manager	Loading filtered data from one application into other applications
Browse	Creating and exporting ad-hoc reports
Reports	Using assigned report templates
Help	Using the online, context-sensitive Help

WORK MANAGEMENT TOPICS	
Service Requests	Receiving/creating, routing, and completing service requests and reconciling work orders in response to service requests
Templates	Establishing work order templates from templates and PM schedules
Work Orders	Creating, assigning, routing, and completing work orders from templates and PM schedules
Billing	Performing in-house and external billing of work order costs
Linked Documents	Viewing linked electronic documents
GIS Location	Using GIS to locate customers and work locations
Reporting	Producing operational, management, and regulatory reports

ASSET MANAGEMENT TOPICS	
Attributes	Collecting and maintaining asset attributes
Asset Relationships	Establishing appropriate relationships between assets
Assessment	Assessing the condition and tracking the operating status of assets
Lifecycle	Interpreting asset lifecycle costs
Linked Documents	Viewing linked electronic documents
GIS Location	Using GIS to locate assets and display condition assessment data
Data Integration	Validating and transferring data from external systems (CCTV, SCADA, etc.)
Reporting	Producing operational, management, and regulatory reports

The goal of the Training – Production task is for users being enabled with the knowledge, skills and confidence to follow proper business processes and successfully complete their specific operational workflows with LucyAM.

Participants in the Production Training should include:

Lucy	City
<ul style="list-style-type: none">• Solutions Trainer	<ul style="list-style-type: none">• Functional Group Administrators• Group Users

The Production Training is typically completed over 3 trips – Initial, Launch (3-4 weeks later), and Follow-up (3-4 weeks later). Production Training sessions are 4 hours in duration and should be limited to a maximum of 10 users. Remote time for Production Training may include web conferencing sessions for specialized topics (e.g. GIS), and recorded webinars for broader topics of interest for a larger number of users.

5.8.3 CHECK-UP

The Training – Check-Up task is an optional fourth trip to train Functional Group Users, made two months after completion of the Training – Production task. This trip will include open sessions for individual users or small groups to meet with the Solutions Trainer to discuss questions/issues that surfaced over their two months of LucyAM production experience. The Project Manager and Functional Group Administrators will prepare the agenda for the Check-up Training trip.

Participants in the Check-up Training should include:

Lucy	City
<ul style="list-style-type: none">• Solutions Trainer	<ul style="list-style-type: none">• Functional Group Administrators• Group Users

5.8.4 TUNE-UP

The optional Tune-up task is an on-site trip by the Solutions Trainer, made 6-12 months after completion of the Training – Check-Up task. As with the Check-Up Training, the Project Manager and Functional Group Administrators will prepare the agenda for the trip. Activities could once again focus on specific training issues or could address expansion of the implemented LucyAM to meet evolving needs or additional Functional Groups.

APPENDIX A. ADDITIONAL PRICING INFORMATION

Detailed pricing information is included below, as a supplement to the pricing included in Attachment A.

SOFTWARE COST TABLES

We understand that the City's preference is for an on-premise deployment (local, City-hosted), which we have included pricing for below.



- One-Time Software Purchase
- Enterprise (Unlimited Users)
- Support & Maintenance Included in First Year; Renewal Fee Applies for Years 2-5
- City-Hosted SQL Server
- Lower Renewal Cost

LucityAM Products	Licensing		
	Quantity	Basis	Extended
Work	1	Site	\$ 125,000.00
Assets			
Mobile			
GIS Desktop/Pro			
GIS Web			
Citizen Portal			
REST APIs			
TOTAL			\$ 125,000.00

Alternatively, we offer a Lucity Cloud option.



- Subscription-Based
- Enterprise (Unlimited Users)
- Lower Up-Front Cost
- Lucity Hosted
 - Secure Cloud Storage Environment Dedicated to City Data

Products	Named Users	Total Annual Cost
Work	Unlimited	\$75,000.00
Assets		
Mobile		
GIS Desktop/Pro		
GIS Web		
Citizen Portal		
REST APIs		
TOTAL ANNUAL COST		\$75,000.00

SERVICES DETAIL

EAM IMPLEMENTATION							
Work Plan Task	Effort				Cost		
	On-site		Remote	Total	Labor	Expenses	Total
	Trips	Hours	Hours	Hours			
1 PROJECT MANAGEMENT	0	0	98	98	\$ 14,700.00	\$ -	\$ 14,700.00
1.A INITIATION	0	0	2	2	\$ 300.00	\$ -	\$ 300.00
1.B PROGRESS	0	0	96	96	\$ 14,400.00	\$ -	\$ 14,400.00
2 INSTALLATION & KICKOFF	1	16	14	30	\$ 6,120.00	\$ 1,250.00	\$ 7,370.00
2.A IT/GIS AUDIT	0	0	6	6	\$ 1,080.00	\$ -	\$ 1,080.00
2.B INSTALLATION	0	0	4	4	\$ 720.00	\$ -	\$ 720.00
2.C KICKOFF MEETING	1	16	4	20	\$ 4,320.00	\$ 1,250.00	\$ 5,570.00
3 SYSTEM CONFIGURATION	8	128	312	440	\$ 75,600.00	\$ 10,000.00	\$ 85,600.00
3.A DISCOVERY	2	32	16	48	\$ 9,600.00	\$ 2,500.00	\$ 12,100.00
3.B FUNCTIONAL GROUPS	6	96	80	176	\$ 33,600.00	\$ 7,500.00	\$ 41,100.00
3.C GIS	0	0	60	60	\$ 9,000.00	\$ -	\$ 9,000.00
3.D DATA CONVERSION	0	0	120	120	\$ 18,000.00	\$ -	\$ 18,000.00
3.E INTEGRATION	0	0	36	36	\$ 5,400.00	\$ -	\$ 5,400.00
4 TRAINING	5	80	104	184	\$ 30,040.00	\$ 6,250.00	\$ 36,290.00
4.A ADMINISTRATION		0	24	24	\$ 3,240.00	\$ -	\$ 3,240.00
4.B PRODUCTION	5	80	80	160	\$ 26,800.00	\$ 6,250.00	\$ 33,050.00
TOTALS	14	224	528	752	\$ 126,460.00	\$ 17,500.00	\$ 143,960.00

Notes & Assumptions:

- Implementation for Water Distribution, Sewer Collections, Streets, Traffic, Storm, Parks, Facilities, Airport and Solid Waste. Also Includes Inventory Control/Warehouse.
- Implementation of Pavement Analysis (IMS data) not included.
- Data conversion of the Hansen 7 data for Water, Sewer and Solid Waste is an estimate at this time. No data conversion included for Parks, Facilities or Airport.
- Integration to include Fueling Import, Payroll Export and Laserfiche integration scope.
- Expenses are an estimate and will be billed at actual.

APPENDIX B. COMPLETE CUSTOMER LISTING

Client	State	Population
Town of Sylvan Lake, Alberta, Canada	AB	12,327
City and Borough of Juneau	AK	32,660
Municipality of Anchorage	AK	279,243
City of Tuscaloosa	AL	90,221
Eufaula Water Works & Sewer Board	AL	12,914
Tuscaloosa County	AL	197,211
City of Fort Smith	AR	84,716
City of Casa Grande	AZ	43,878
City of Chandler	AZ	247,140
City of Glendale	AZ	251,522
City of Goodyear	AZ	59,508
City of Peoria	AZ	159,789
City of Prescott	AZ	42,697
City of Scottsdale	AZ	235,371
City of Yuma	AZ	93,400
Coconino County	AZ	134,421
Lake Havasu City	AZ	52,575
Mohave County	AZ	205,249
Pinal County	AZ	340,962
Roadway Electric	AZ	1,513,367
Town of Gilbert	AZ	216,449
Town of Paradise Valley	AZ	13,154
Carpinteria Sanitary District	CA	16,500
Castro Valley Sanitary District	CA	55,000
City of Alameda	CA	76,419
City of Antioch	CA	100,219
City of Barstow	CA	24,596
City of Belmont	CA	27,081
City of Burlingame	CA	27,706
City of Carlsbad	CA	98,402
City of Chula Vista	CA	291,318
City of Claremont	CA	35,824
City of Daly City	CA	106,094
City of Davis	CA	62,593
City of Emeryville, CA	CA	10,099
City of Folsom	CA	67,788
City of Fontana	CA	203,003
City of Fullerton	CA	135,161
City of Irvine	CA	207,500
City of Laguna Beach	CA	23,995

Client	State	Population
City of Long Beach	CA	467,892
City of Mill Valley	CA	14,159
City of Milpitas, CA	CA	77,528
City of Modesto	CA	203,547
City of Napa, CA	CA	80,011
City of Norco, CA	CA	26,959
City of Oceanside	CA	169,684
City of Pasadena	CA	143,667
City of Petaluma, CA	CA	58,921
City of Pomona	CA	152,699
City of Rancho Mirage	CA	16,714
City of Riverside	CA	324,722
City of San Carlos	CA	27,000
City of San Clemente	CA	64,882
City of San Marcos	CA	79,114
City of Santa Clara	CA	116,767
City of Temecula	CA	76,744
City of Ventura	CA	110,873
City of Vernon	CA	90
City of Visalia	CA	124,816
Cupertino Sanitary District	CA	57,500
Dublin San Ramon Services District	CA	145,000
East Palo Alto Sanitary District	CA	32,784
Goleta Sanitary District, CA	CA	80,000
Monterey One Water	CA	250,000
Nevada Irrigation District (NID) CA	CA	62,500
North Tahoe Public Utility District	CA	10,000
Santa Cruz County Sanitation District	CA	251,747
Sewer Authority Mid-Coastline (SAM)	CA	30,000
Sierra Lakes County Water District	CA	3,240
Sonoma County PW	CA	464,435
South Placer Municipal Utility District (SPMUD)	CA	72,500
Sutter County	CA	90,022
Town of Hillsborough	CA	10,843
Town of Windsor, CA	CA	27,243
Truckee Sanitary District	CA	23,000
Valley Sanitary District	CA	83,000

Client	State	Population
Victor Valley Wastewater Reclamation Authority	CA	282,204
West Bay Sanitary District	CA	42,000
West Valley Sanitation District	CA	118,500
City and County of Denver	CO	649,495
City of Durango	CO	16,924
City of Grand Junction	CO	58,566
City of Greeley	CO	91,492
Colorado IGA - Lafayette, Louisville & Estes Park	CO	52,458
Town of Greenwich	CT	60,937
Town of Manchester	CT	56,385
City of Clermont	FL	9,333
City of Fort Myers	FL	65,394
City of Lakeland	FL	97,551
City of Lauderhill	FL	62,075
City of Miramar	FL	128,729
City of North Port	FL	54,907
City of Ocala	FL	54,801
City of Pensacola	FL	53,820
City of Port Orange	FL	57,203
City of Port St. Lucie	FL	168,716
City of Tallahassee	FL	186,411
Escambia County	FL	303,343
Hernando County	FL	173,422
Lee County Utilities	FL	586,908
Manatee County	FL	385,571
Marion County Utilities	FL	331,407
Seacoast Utility Authority	FL	94,940
Town of Cutler Bay	FL	40,000
Town of Jupiter	FL	57,221
Village of Palmetto Bay	FL	25,000
Volusia County Public Works	FL	490,055
City of Atlanta, GA	GA	463,878
City of Brookhaven	GA	51,079
City of LaGrange	GA	26,424
City of Marietta	GA	67,562
City of Peachtree Corners	GA	42,773
City of Sandy Springs	GA	82,764
Cobb County-Marietta Water Authority	GA	875,000
Gwinnett County	GA	751,693
Lowndes County	GA	96,705
Rockdale Water Resources	GA	78,545

Client	State	Population
Guam Water Works Authority	Guam	167,543
City & County of Honolulu	HI	390,738
City of Carroll	IA	9,985
City of Clive	IA	17,052
City of Des Moines	IA	197,352
City of Marshalltown	IA	25,850
City of Pocatello	ID	54,901
City of Decatur	IL	76,256
City of Elmhurst	IL	44,189
City of Moline	IL	43,088
City of Urbana	IL	41,250
City of Wheaton	IL	54,465
Downers Grove Sanitary District	IL	60,000
Forest Preserve District of Will County	IL	685,251
Lakes Region Sanitary District	IL	15,000
Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA)	IL	500,000
Village of Addison	IL	36,942
Village of Downers Grove	IL	49,250
Village of Winnetka	IL	12,371
City of Bloomington	IN	80,405
City of Valparaiso	IN	31,730
Hammond Sanitary District	IN	150,000
Town of Munster	IN	22,105
City of Gardner	KS	20,868
City of Hays	KS	20,368
City of Hutchinson	KS	40,889
City of Lawrence	KS	90,520
City of Leawood	KS	31,342
City of Lenexa	KS	46,822
City of Manhattan	KS	50,737
City of Merriam	KS	11,174
City of Overland Park	KS	171,231
City of Prairie Village	KS	21,769
City of Wichita	KS	366,046
Johnson County	KS	526,319
Unified Government of Wyandotte County	KS	155,750
Boone County	KY	106,272
City of Florence	KY	27,745
City of Frankfort	KY	27,322
Kenton County Fiscal Court	KY	153,665

Client	State	Population
Northern Kentucky Water District	KY	250,000
Paducah McCracken Joint Sewer Agency	KY	17,000
Regional Water Resource Agency	KY	93,060
Sanitation District No. 1	KY	320,000
City of Central	LA	27,000
City of Monroe	LA	51,215
Jefferson Parish Sewerage Authority	LA	452,824
St. Bernard Parish	LA	65,364
City of New Bedford	MA	94,929
City of Worcester	MA	182,669
South Essex Sewerage District	MA	42,824
Town of Chatham	MA	1,421
City of Auburn	ME	23,177
City of Adrian	MI	20,861
City of Brighton	MI	7,444
City of East Lansing	MI	48,554
City of Kalamazoo	MI	72,179
City of Marquette	MI	21,355
City of Port Huron	MI	30,869
City of Rochester Hills	MI	69,014
City of Saline	MI	8,810
City of Southfield	MI	75,392
City of Tecumseh	MI	8,419
City of Traverse City	MI	14,911
City of Wyoming	MI	72,125
Clinton County, MI	MI	76,001
Coldwater Board of Public Utilities	MI	10,776
MHOG Utilities - Genoa Township, MI	MI	36,699
South Clinton County Mun. Utilities Athy	MI	64,753
Superior Township	MI	13,558
Village of Dundee	MI	3,916
Western Townships Utilities Authority	MI	139,200
Ypsilanti Community Utility Authority	MI	110,000
City of Creve Coeur	MO	16,868
City of University City	MO	36,289

Client	State	Population
TransAqua - Greater Montcon Wastewater Commission	NB	144,810
Brunswick County	NC	107,431
Union County	NC	201,292
City of Mandan	ND	21,382
City of Williston	ND	20,850
City of Columbus, NE	NE	21,000
Nebraska Department of Transportation	NE	1,786,331
Manchester Water Works	NH	160,000
Town of Derry	NH	22,015
Township of Ocean Sewerage Authority	NJ	26,998
Township of Wayne	NJ	54,069
City of Las Cruces	NM	97,618
Los Alamos County	NM	18,822
Nye County	NV	44,234
Niagara Falls Water Board	NY	46,000
Oneida County	NY	250,836
Rockland County Sewer District #1	NY	291,835
Town of Brookhaven	NY	480,000
Town of Clarkstown	NY	82,801
Town of Ramapo	NY	115,096
Town of Tonawanda	NY	14,819
Allen County Sanitary Engineering Dept	OH	106,234
City of Cleveland Heights	OH	46,238
City of Columbus, OH	OH	769,360
City of Fairfield	OH	42,384
City of Newark	OH	47,236
City of Wilmington	OH	12,603
City of Youngstown	OH	66,982
Northwestern Water & Sewer	OH	30,000
City of Bartlesville	OK	35,914
City of Broken Arrow	OK	103,500
City of Guymon	OK	12,272
City of Okmulgee	OK	12,634
City of Ponca City	OK	24,780
City of Woodward	OK	12,347
Tulsa Metropolitan Utility Authority	OK	398,121
Region of Waterloo	ON	535,154
City of Gresham	OR	109,892
City of Oregon City	OR	31,404

Client	State	Population
City of Redmond, OR	OR	17,806
City of The Dalles	OR	19,517
Clackamas County	OR	150,000
Clean Water Services	OR	500,000
Medford Water Commission	OR	500,000
Oak Lodge Water Services	OR	32,000
Roseburg Urban Sanitary Authority	OR	30,000
City of Allentown	PA	107,250
City of Lancaster, PA	PA	55,439
Derry Township Municipal Authority	PA	24,679
Lancaster Area Sewer Authority	PA	107,000
Lycoming County Water & Sewer Authority	PA	117,168
Millcreek Township Sewer Authority, PA	PA	54,012
Mountaintop Area Joint Sanitary Authority	PA	13,000
Municipal Authority of Westmoreland County	PA	312,500
North Wales Water Authority	PA	25,000
Pennsylvania American Water (formerly Scranton Sewer Authority)	PA	75,000
Beaufort-Jasper Water & Sewer Authority	SC	110,000
East Richland County Public Service District	SC	409,549
Grand Strand Water & Sewer Authority	SC	150,000
North Charleston Sewer District	SC	115,495
Seabrook Island Utility Commission	SC	1,714
Buffalo Pound Water Treatment Plant, Saskatchewan, Canada	SK	
West Knox Utility District	TN	75,000
City of Beaumont	TX	109,500
City of Cedar Park	TX	48,937
City of Dallas	TX	1,279,910
City of Keller	TX	38,951
San Antonio River Authority	TX	80,000

Client	State	Population
Trinity River Authority	TX	5,000,000
Jordan Valley Water Conservancy District	UT	800,000
Park City Municipal Corporation	UT	7,980
Augusta County Service Authority	VA	69,725
City of Hampton	VA	145,494
City of Lynchburg	VA	72,596
City of Portsmouth	VA	100,577
Fauquier County Water & Sanitation Auth	VA	66,328
Town of Leesburg	VA	45,936
City of Battle Ground	WA	16,812
City of Bothell	WA	42,939
City of Centralia	WA	15,710
City of Kirkland	WA	87,281
City of Longview	WA	36,562
City of Oak Harbor	WA	22,744
City of Redmond, WA	WA	54,313
City of Tacoma, WA	WA	205,159
City of Tukwila	WA	20,018
City of Tumwater	WA	14,100
Clark Regional Wastewater District	WA	81,000
Covington Water District	WA	42,000
Highline Water District	WA	68,000
King County Parks	WA	1,916,441
Lakewood Water District	WA	59,097
North Perry Avenue Water District	WA	39,056
Silver Lake Water and Sewer District	WA	47,300
Soos Creek Water & Sewer District	WA	100,000
City of Antigo	WI	7,917
City of Eau Claire	WI	56,856
City of Waukesha	WI	68,008
City of Charleston-Sanitary Board	WV	50,302
Parkersburg Utility Board	WV	31,611
City of Dawson, Yukon, Canada	Yukon	1,375