

Professional Services Agreement Task Order 20

In accordance with the terms and conditions of the Agreement (Contract No. TMM-437) between the City of Ocala ("Client") and Schneider Electric Smart Grid Solutions, LLC, formerly Telvent USA, LLC ("Telvent" or "Schneider Electric"), this Task Order authorizes delivery of the Services and Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: Schneider Electric shall provide Extended Support & Maintenance ("ESM") Services as detailed in Exhibit A for the Customizations set forth in Exhibit B.
2. Contract Type (FFP or T&M): Fixed Price.
3. Total Task Order Value: \$48,857. Payment shall be due thirty days from the start date of support.
4. Delivery Schedule or Start/End Date(s) for Each Deliverable: Support shall be provided for the period beginning June 1, 2023, and expiring May 31, 2024.
5. Special Considerations:

The following provisions shall not apply to the services performed under this Task Order

- Article 4, Acceptance.
- Article 11g, Suspension of Work. Client shall not have the right to suspend the services.

ACCEPTED AND AGREED:

City of Ocala
(Client)

Signature: Ken Whitehead

Printed Name: Ken Whitehead

Title: Assistant City Manager

Date: 02 / 09 / 2023

Schneider Electric Smart Solutions, LLC
(Contractor)

Signature: Drew Ditter

Printed Name: Drew Ditter

Title: Global Operations Director

Date: 02 / 09 / 2023

Approved as to form and legality:

William E. Sexton
William E. Sexton, Esq., City Attorney

Exhibit A

ESM Terms and Conditions

Definitions

“Case” shall mean a service request made by Client in accordance with the terms of the Agreement.

“Customizations” shall mean the source code developed and supported by Schneider Electric listed in Exhibit B to this Agreement.

“Defect” shall mean the failure of a Customization developed by Schneider Electric to perform in accordance with its design specification documentation.

“QFE” stands for Quick Fix Engineering. A term for the delivery of individual service updates.

“Maintenance Term” shall mean a period of one year during which Schneider Electric will provide ESM support to Client.

“Trip” shall mean a combined total of up to forty (40) hours of on-site and/or remote assistance provided by Schneider Electric related to the ESM support. The time spent traveling to Client’s offices shall be included in the total allotment of hours provided for a Trip. Travel expenses are included in price of the Agreement.

Services to Be Provided

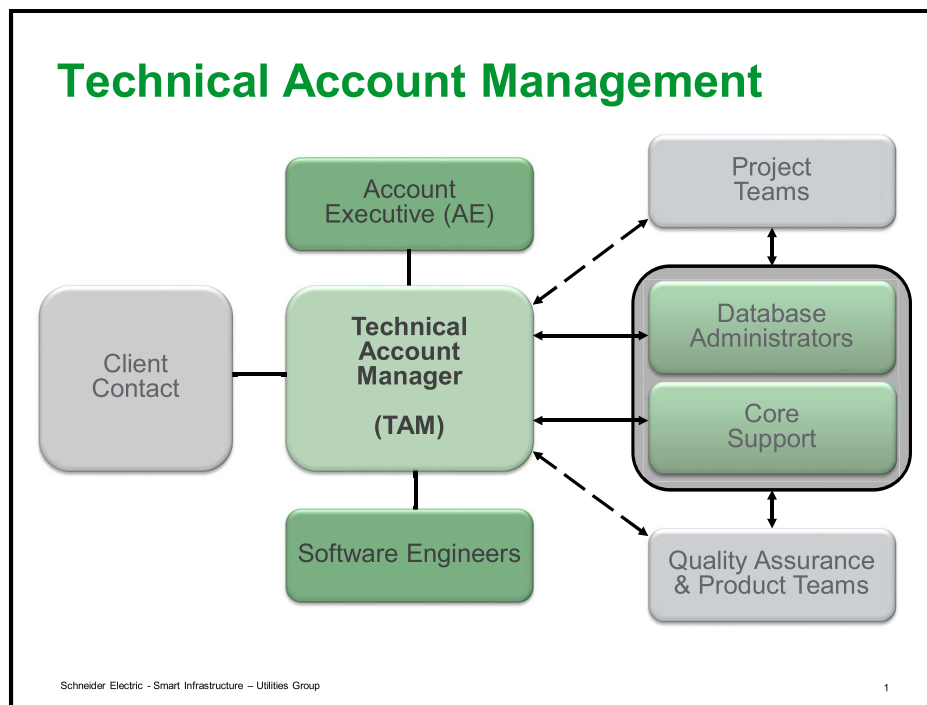
Schneider Electric shall provide the following ESM services under this Agreement.

A. Technical Account Manager (“TAM”)

Schneider Electric shall provide a TAM to serve as a primary point-of-contact for Client. The TAM will become familiar with the ArcFM Solution products licensed to Client, release levels, applications, computing platforms, and any other ArcFM Solution related issues. Schneider Electric cannot guarantee the TAM will always be available or that the TAM will be the only support team member to work with Client, however, Schneider Electric will engage in commercially reasonable efforts to ensure the TAM is available.

The role of the TAM is to:

- Provide overall coordination of support related activities (core ArcFM and Extended)
- Coordinate & manage technical issues – resolution and escalation
- Provide regular incident status updates
- Provide pro-active information sharing (e.g. software news & updates)
- Act as your technical support advocate in dealings with Schneider Electric



B. Telephone Support & Defect Logging

Schneider Electric shall provide support via telephone and email during its regular business hours, Monday through Friday from 8am-5pm Mountain Time, and at other times by the prior mutual agreement of the parties. Client shall log new Cases or review its Case history via the internet using Schneider Electric's Exchange portal. New support calls may be logged via internet, voicemail or email.

- Phone: 970-266-4485, 866-828-3296
- Web Site: <https://myarcfm.schneider-electric.com/myarcfm/s>

All requests received by Schneider Electric will be recorded and categorized by priority. Each Case shall be assigned a unique ID number and assigned a priority level (Urgent, High, Medium, and Low as defined below). Schneider Electric shall use its best efforts to provide responses to the requests within Service Levels described below.

Incident Tracking (M – F, 8:00am to 5:00pm, Mountain Time Zone) Schneider Electric Service Center contacted via Phone, Email, or Portal	
Service	Service Level
URGENT: Priority 1 Defect – more than one user is affected, and there is no work-around or the problem is mission critical to the business.	2 business hours or less.
HIGH: Priority 2 Defect – more than one user is affected, but there is a work-around or only one customer is affected and a critical task cannot be performed.	8 business hours or less.
MEDIUM: Priority 3 Defect – only one user is affected and there is a work-around, or the problem is not critical.	24 business hours or less.
LOW: Priority 4 Defect– requests for information.	40 business hours or less.

C. Secure Live Remote Support

In order to diagnose and resolve some Defects, a direct connection with Client's production environment will be required. Schneider Electric may establish remote desktop access to the Client's environment through an external connection such as Citrix, VNC (Virtual Network Connection), or VPN (Virtual Private Network) in order to facilitate troubleshooting and support. Production support is limited to verification of correct configurations and settings. At no point will Schneider Electric directly make changes to the Client's production environment. However, Schneider Electric will provide documentation for change control activities. If requested, a WebEx will be accommodated to support Client staff during normal business hours. If Client's Security

Policy does not permit remote access, Schneider Electric may need to setup a web meeting in order to enable an analyst to view the Client's environment.

D. TAM / Analyst Resource On-site

At the request of Client, a support team member (TAM or Analyst) will provide one on-site Trip in order to provide the following services which include, but are not limited to:

- Technical account review
- Identification of opportunities / risks
- Incident updates / review
- Assisting Client in transitions from project deployment to ESM
- Supporting Schneider Electric staff exposure to Client workflow
- Transferring technical knowledge from project analysts on the Schneider Electric Delivery Team to ESM support analysts
- Make recommendations with administration / configuration tasks
- Defect resolution of Customizations (if Maintenance of Client Customizations is included)

Any Trip not scheduled during the Maintenance Term is non-refundable and non-transferable.

E. Link Passes – Annual User's Conference

Client shall receive two (2) passes to the annual Schneider Electric Utility User's Conference ("Link") for Client employees. Passes are non-refundable, non-transferable and may only be used for the Link Conference during the Maintenance Term.

F. Maintenance of Client Customizations

A technical analyst will become knowledgeable with Client's production environment and Customizations in order to enable the analyst to react quickly and efficiently to real-time issues.

- **Client's SDE Database Instance at Schneider Electric Site**

Client shall provide an updated copy of its SDE Geodatabase(s) to Schneider Electric so that Schneider Electric may access this in order to recreate a Defect or perform additional testing. Normally, quarterly updates are performed or as needed if necessary for existing incident work required. So long as Client continues to provide Schneider Electric with an updated copy of its SDE Geodatabase(s), the database will be maintained at Schneider Electric's offices at the same release level as Client's production environment. If Client is unable to provide a copy of its database, both parties will work together to establish the best possible environment to investigate issues.

- **Client ArcFM Solution Environment (virtual machine)**

Schneider Electric will maintain a virtual environment with the Client's ArcFM Solution software with the underlying ESRI software components for testing and support. Schneider Electric shall work with the Client in an effort to make sure this virtual environment will match Client's ArcFM Solution production software (Third Party software, excluding ESRI, will not be in the environment). The virtual environment will be setup as close to the client environment as possible. Instances that involve 3rd party software integrations (e.g. SAP), the integration will be simulated in the virtual environment. For quality assurance purposes, a separate development environment is maintained for Schneider Electric to use to resolve Defects in the Client's Customizations.

- **Defect Resolution**

Once a Defect has been reported to Schneider Electric, Client will be able to work directly with the technical analyst while the Defect is being resolved. The technical analyst will be responsible for updating existing documentation pertaining to the Defect being resolved and providing Client status updates as necessary. The technical analyst and TAM will coordinate communication between the Client and Schneider Electric. Schneider Electric shall only resolve Defects to the Customizations listed in Exhibit B – Software Components. Defects to Customizations that are introduced as a result of a ArcFM Solution product patch or QFE (applied by Client) will be addressed within this service. Schneider Electric will not be obligated to fix Defects to Customizations that may be caused due to Client applying a new software release to its system. Defect resolution for custom components that fall within the current support matrix for Microsoft or other OS will be supported. This includes support for OS patches within the existing supported versions.

- **Formal Build Process (Continuous Integration)**

Upon agreement between Client and Schneider Electric, Schneider Electric will maintain Client customizations in a Continuous Integration (CI) process. Schneider Electric's CI environment utilizes various technologies to manage and control source files, references, and build dependencies. The result is quickly deployable software builds, and precise awareness of the status of builds and deliveries to the Client.

Additional Services - Optional

For an additional cost, the following services may be purchased by Client in addition to the standard services provided above at any time during the Maintenance Term.

G. Core Product Patch Testing (QFEs & Hot Fixes)

On release of a Schneider Electric core product patch, Schneider Electric shall pro-actively notify the Client of the new patch. If Client decides to apply the patch, Schneider Electric will test the patch in the Client's virtual environment on Schneider Electric systems and provide test results as it relates to Client's Customizations in the online Case management system.

Client shall notify Schneider Electric prior to applying any such update to its production environment, allowing Schneider Electric to pro-actively review the impact and identify any required fixes prior to production updates. Schneider Electric shall provide or make available to Client corrections to address Defects in the Customizations required to ensure the Customizations are fully compatible, integrated and functional with any patch or QFE in any underlying Schneider Electric software that is licensed by Client.

H. Troubleshooting Support for Non-ArcFM Solution Software

In the event it is established that the source of a problem in a Customization is rooted in technology other than that provided by Schneider Electric's ArcFM Solution Software, Schneider Electric shall provide commercially reasonable assistance in isolating the source of the issue. Schneider Electric will also (at Schneider Electric's discretion) assist the Client and the software vendor support team in order to attempt to facilitate a resolution to the problem affecting the Customization. Schneider Electric's obligation with respect to troubleshooting support for non-ArcFM software is limited to assistance with facilitating the conversation with the vendor. Schneider Electric is not responsible for solving vendor issues as it relates to the Customizations covered under this Agreement.

I. Additional On-Site Support

Client may purchase one or more additional Trips to Client's offices. This allows Client the ability to have a resource (TAM, Analyst, or DBA) on-site on a regular basis. Prior to the on-site meeting, the resource will work with Client to develop an agenda for the items and issues that will be addressed. Two specific examples include Database and ArcSDE Performance Tuning Analysis and Database Support & Health Checkups Analysis.

- **Database and ArcSDE Performance Tuning Analysis**

A Schneider Electric employee will travel to Client's offices for a Trip intended to provide an on-site tuning analysis of Client's database, provide recommendations of changes, and jointly implement acceptable changes. This Service is done as a collaborative effort with Client's onsite ArcSDE/Database Administrator and may include spatial tuning. During this service, Schneider Electric will require DBA privileges to the customer's database or 'side-by-side collaboration' with the Client's DBA in order to analyze the database. At the conclusion of this service, Schneider Electric will provide a summary report to the Client of findings and

recommendations. The Client is responsible for implementing changes in their production environment.

▪ **Database Support & Health Checkups Analysis**

A Schneider Electric employee will travel to Client's offices for a Trip to provide services related to the overall health of Client's ArcFM implementation. Services include, but are not limited to, assisting Client with versioning structure, spatial data, database tuning, configuration / administration tasks, and analysis of the overall health of the Client's database.

In addition, Schneider Electric will participate in up to three (3) "wellness check calls". Wellness check calls are remote conference calls between the Schneider Electric DBA and Client's DBA/GIS administrator inquiring into the status of the database and addressing any issues. Wellness check calls are limited to a maximum of two (2) hours per call.

Database related activities require a collaborative effort with Client's onsite ArcSDE/Database Administrator and may include spatial tuning. During this service Schneider Electric will require accessibility to Client's DBA personnel in order to perform certain functions to the customer's database.

J. Custom Tool Development

Client may purchase support services (increments of 40 hours) in order to enhance and/or extend the functionality of its Customizations. Scheduling of effort will be mutually agreed upon between Client and Schneider Electric. At the end of the Maintenance Term, all unused hours will expire unless Client renews the Agreement for an additional Maintenance Term.

K. Developers Support

Client may purchase support services (increments of 40 hours) in order to consult with a Developer on coding strategies, methodologies, best practices, ideas, issues, errors, and other related topics to Developer support. These hours can be consumed anytime during the Maintenance Term based on resource availability. At the end of the Maintenance Term, all unused hours will expire unless Client renews the Agreement for an additional Maintenance Term.

Excluded Services

ESM Support does not include support for the following:

- Defects in ESRI software, although the TAM will remain involved to coordinate resolution by ESRI.
- Defects in other components of Client's operating environment for example, third-party hardware, data or software.
- Defects in Schneider Electric Software that has been modified by Client or a third-party.
- Defects in Customizations or interfaces that have been developed or modified by Client or a third-party.
- Errors or loss of functionality due to or arising from improper installation of Customizations by Client in Client's production environment.
- Upward compatibility of Customizations and interfaces with ArcFM software releases or future releases of third party software, including but not limited to, ESRI, Database, or Operating System software.
- Maintenance and support of core Schneider Electric products. Maintenance and support for these products is covered under the Maintenance and Support Agreement, Contract No. 2005-150M. However, the TAM will provide overall coordination of support related activities.
- Data errors or application problems resulting from these data errors, which are identified by Schneider Electric as a result of an investigation of an issue.
- Direct administration of Client's environment such as administration through direct connection through VPN or remote desktop.
- Database administration tasks such as backup, restoration, database tracing, maintenance plans.
- Installation of software / patches within Client's environment.
- Development support of and/or development of new custom functionality or enhancements to existing functionality, unless Client has purchased time under item "Custom Tool Development".
- Issues that need to be addressed after hours, including support of system issues and/or production administration tasks. Support for after-hours critical Responder production issues shall be addressed by Client's 24x7 support agreement with Schneider Electric.
- Schneider Electric will not replicate or offer support for non-supported OS versions. This includes Windows 7 and Windows Server 2008 Operating Systems. Schneider Electric will support only Schneider Electric supported platforms.
- Schneider Electric will not support 3rd party platforms that are classified as end-of life, unsupported or do not align with ESRI supported systems.
- Schneider Electric will not support any end-of life platform that is considered a security risk by Schneider Electric.

If a question or issue falls outside the scope of the services provided under this task order, such as a networking issue or core operating system issue, the TAM or a support analyst will notify Client that potential charges may be incurred if they were to continue working on the problem. No additional services will be performed or charges applied unless agreed to in writing by the parties.

There are no deliverables included within this Agreement. The services will be considered done upon completion of the tasks by Schneider Electric or when Schneider Electric's obligations have ceased due to the expiration of the Maintenance Term.

Quote

The services are quoted exclusive of all state, local, and other taxes or other charges (other than income taxes payable by Schneider Electric or taxes based upon Schneider Electric's employees). In the event such taxes and/or charges become applicable, Client shall pay any such applicable tax upon receipt of written notice that it is due.

If Client decides to receive support for additional Customizations that are not listed in Exhibit B, the Parties shall amend the Agreement to include the additional Customizations into the Agreement. Additional charges will apply.

The quote for the services detailed in this task order is as follows:

Reference	ESM Program - Included	
A	Technical Account Manager (TAM) – Single-Point-Of-Contact - Overall coordination of support related activities - Coordination & management of technical issues - Regular Incident status updates - Pro-active information sharing (software news & updates) - Technical Support Advocate	\$48,857
B	Telephone Support & Incident logging	
C	Secure Live Remote Support	
D	TAM / Analyst Resource On-Site (TAM or Analyst – 1 Trip)	
E	Link Passes (2) – Annual User's Conference	
F	Maintenance of Client Customizations - Client's SDE Database Instance at Schneider Electric Site - Client ArcFM Solution Environment (virtual machine) - Defect Resolution - Formal Build Process (Continuous Integration)	

Exhibit B
Software Components

Workflow Manager Extensions
Custom Work Request, Work Request Location, Work Request Customer, Design, Cost Factor tabs
Archiving of design to PDF
Business logic to set dates for approval and completion and to calculate the work order and project number

Customizations
Stock Item Lookup
Custom Reports
CU Textbox Tool
Autotext Generation for Title Block
Auto Pole Number Generator
Work Order ID field Populator AU
Automated Reconciling Process
Auto Work Request Creation
Structure Split Subtask
Pole Number Save tool in Workflow Manager
Design Reference Tool
CIAC Checkbox on Work Request Tab

Title	Task Work Order #20 - ArcFM Renewal (ELE/13-025)
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