

Bill No. 457
2021

By-law No. A.-____-____

A by-law to approve the Statement of Work for mobilINSPECT Enforce between The Corporation of the City of London and Partho Technologies Inc.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under this or any other Act;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Statement of Work, attached as Schedule 1 to this by-law, which is to be attached as Schedule G to the Software as a Service Subscription Agreement dated April 1, 2018 (approved by by-law A.-7697-98), between The Corporation of the City of London and Partho Technologies Inc. for the purpose of using mobilINSPECT Enforce, is hereby authorized and approved.
2. The Deputy City Manager, Planning and Economic Development, is authorized to execute the Statement of Work authorized and approved in paragraph 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading - October 5, 2021
Second reading – October 5, 2021
Third reading – October 5, 2021

THE CORPORATION OF THE CITY OF LONDON



London
CANADA

**Statement of Work for City of London mobilINSPECT
Bylaw & Enforcement Software as Service (SaaS)
Implementation**

Ver 1.8



Partho Technologies Inc.

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Revision History

Version	Release Status	Release Date	Description	Author
1.0	Initial Draft		SOW Draft	Nitesh Bhambhani
1.1	London's Draft			Catherine DeForest
1.2	Draft			Vinod
1.3	Draft			Nitesh Bhambhani
1.4	Final Draft			Nitesh Bhambhani
1.5	Draft			City of London
1.6	Draft	8/4/2021		Vivek Vyas
1.7	Draft	8/21/2021	Formatting, removed all resolved comments and added in the Initial Term Start Date as April 1, 2018	Catherine DeForest
1.8	Draft	8/23/2021	Addition of short phrase on page 5/12 for greater clarity	Vinod Vyas

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1 Introduction

Partho Technologies Inc. is currently providing the City of London mobilINSPECT Software as Service to the Building Inspectors working for the office of Building Services. The City plans to extend the services to Bylaw & Enforcement through the 'mobilINSPECT Bylaw & Enforcement' Software as Service mobile application for the city's municipal law enforcement officers.

This SOW will serve as a supplement to the "Licensing Agreement" ("Licensing Agreement") dated April 1, 2018 signed between Partho Technologies ("Partho") and the Corporation of the City of London ("City of London") for the mobilINSPECT Software as a Service. To further clarify for the mobilINSPECT Bylaw & Enforcement Implementation and Support over the contracted term, the agreement will apply with the following provisions –

1. For the purpose of this 'Statement of Work' – 'Schedule G' is hereby referred to as SOW-G.
2. mobilINSPECT is being replaced by the term 'mobilINSPECT- Bylaw & Enforcement' for the entire licensing agreement in context of SOW-G.
3. For the purpose of this SOW G - Schedule A of the licensing agreement are replaced by the section below titled **mobilINSPECT- Bylaw & Enforcement Specifications**.
4. For the purpose of this SOW G, Schedule B of the licensing agreement are replaced by the section below titled **mobilINSPECT- Bylaw & Enforcement Fees & Milestones**
5. If there is a conflict between or among any of the parts of the licensing Agreement and this SOW G, they will govern in the following order: SOW G signed by both parties, the Services Agreement.
6. Additional or different terms in any written communication from the Client or Partho Technologies, including any purchase order or request for Services for mobilINSPECT **Bylaw & Enforcement** are void. The effective date of this SOW is month, day, 2021.
7. This SOW-G is only for Municipal Compliance Services, Planning and Economic Development, City of London.
8. For the purpose of SOW -G, SOW -G replaces Schedule D of the agreement.

2 'mobilINSPECT - Bylaws & Enforcement' Specifications

The 'mobilINSPECT - Bylaws & Enforcement' mobile application equips Bylaws and Enforcement inspectors to conduct enforcement inspections and issue notices in the field using their device/platform of choice i.e. either Android or iOS mobile devices. 'mobilINSPECT - Bylaws & Enforcement' mobile application client provides useful business functions to the Bylaws and Enforcement inspectors through an easy to use and intuitive mobile application running on their smartphone

The mobile application connects to AMANDA backend system through a secure and robust cloud based mobile backend system. The mobile application is login protected so that only users authorized within the AMANDA system are able to use it. Once authenticated, the inspectors are able to view their inspection tasks that are created and assigned to them in AMANDA. Inspectors can then carry out the inspection task(s) by taking pictures. They can also add notes and assign an AMANDA result code to the inspection. When the inspector is ready to submit the completed report back to the AMANDA system, they can simply submit from the field from within the application.

The inspectors can also create new AMANDA folders from the field, can add new people and properties from the field. For the purpose of creating new notices or modifying existing notices an optional cloud based web application is made available to the Bylaw and Enforcement department AMANDA administrator. The departmental AMANDA Administrator can use this cloud hosted forms application builder to create new notices or modify existing notices. 'mobilINSPECT - Bylaws & Enforcement' auto synchronizes these modified/new notices with all devices that are authorized to use mobilINSPECT - Bylaws & Enforcement (assuming this module is subscribed to by the city).

The application handles connectivity issues from the field intelligently to ensure Data is delivered to the back-end AMANDA system. It also allows inspectors to save their report in draft mode if needed, which can be retrieved later and submitted on completion.

An easy and intuitive user interface and other features such as on-screen annotations make it easy for the Bylaws and Enforcement inspectors to capture accurate notes and deficiencies and focus on their business function.

The quality and bandwidth of the Wi-Fi or mobile data connection being used can have a bearing on the queue size of the pending submissions list. It is highly advised that enterprise grade Wi-Fi and data connectivity be used for optimal performance.

**Partho will advise the client on the OS/API levels and minimum compatible smartphone to be used on the platform chosen by the client i.e. Android or iOS. Client will need to upgrade the device OS levels to the required OS/API levels. The client has the choice to either choose Android or iOS platform for their filed devices but not both.

3 'mobilINSPECT - Bylaws & Enforcement' - Project Plan

For the development, installation and customization of the mobilINSPECT application, Partho Technologies shall undertake the following activities:

- **Initiate a kick-off meeting** with all stakeholders followed by the creation of a project schedule that will detail activities to be undertaken by Partho and a schedule from inception to Go-live of the application for the Client. **Deliverable:** Project Schedule
- **Fit-Gap analysis:** The Partho team will setup meetings with the Client (City of London)– Bylaw & Enforcement business team and the Client's IT team to conduct a fit-gap analysis. The objective of this Fit-Gap Analysis will be to understand any specifics around the BFES inspections business process of the Client. A pre-requisite for the fit-gap analysis is that the Client should have available the necessary web services to integrate with the backend Amanda system. Client must make available relevant resources and subject matter experts for these meetings. **Deliverable:** Fit-Gap Analysis document
- Provisioning of the mobile application and middleware including development of code, chargeable as Professional Services, to integrate with the backend Amanda system.
- Provisioning a VPN based hybrid cloud setup for connecting to the backend AMANDA system
- Conduct QA cycles to test the functioning of the mobile application with the cloud based middleware and Amanda service backend.
- Conduct UAT with a subset of the users to ensure the application is working with their devices. Partho Technologies will conduct a UAT (user acceptance testing) in conjunction with Client's staff, to ensure that the provisioned users are able to use the application as per specification. UAT to also include Security Assessment testing of the application performed by the City, with issues raised remediated by Partho Technologies. The roll out to the staff of the Client will be done once UAT is signed off. The criteria for sign off on UAT would be that there are no severity 1 defects and less than 3 severity 2 defects related to the custom development effort with the agreement of the City. Ex . integration to the AMANDA system. No changes or updates will be entertained on other parts of the Application.

- User training on usage of the application. **Deliverable:** User Training documentation and hands on 'Train the trainer' for the designated 'City of London Trainer' .
- Conduct Production readiness and contingency plan along with the Client business and IT team.
- Release the enterprise app to the Mobile Application Center for the respective platform(s) and provision access so provisioned users can download the mobile application.
- User guides for full capability of the app to be provided by Partho.

4 Services Work Schedule

No.	Milestones	Partho Technologies estimated Due Dates for Achieving Milestone
1	Kick-off meeting	2-3 Weeks from the date of execution of Agreement by both parties
2	Fit-Gap analysis	6 weeks from completion of #1
3	Development, configuration and integration with AMANDA backend including VPN based hybrid cloud setup to link to back-end AMANDA and internal QA	10 Weeks from completion of #2 (Add 3 weeks if Forms Builder is also subscribed)
4	User Acceptance Testing	6 weeks from completion of #3
5	Training	1 week from completion of #4
6	Go Live	1 week from completion of #5

Partho Technologies will be responsible for achieving each milestone listed above by the due date set forth above. Partho Technologies will make reasonable effort to meet the above outlined milestone timelines. Partho Technologies will inform the City immediately if it believes that it will not meet any such timelines.

The City will be responsible to schedule its resource to help achieve each milestone by the due date set forth above. The City acknowledges that Partho Technologies' successful timely performance of the Services and each milestone is dependent on the active participation and collaboration of the City, its Authorized Users, employees, contractors, agents and representatives. The City shall, and shall cause its Authorized Users, employees, contractors, agents and representatives to act reasonably and co-operate fully with Partho Technologies with respect to Partho Technologies' performance of the Services and milestones. Partho Technologies will not be held liable for any delay or cost or expense caused as a result of the delay caused by City Of London and its Authorized Users, employees, contractors, agents and representatives, including, without limitation, milestone delay due to City resource scheduling.

5 Terms and Conditions

5.1 Client Project Team Members

The project team members assigned by the Client to manage the provision of the Services shall be: Safeta Sertovic, Coordinator, Planning & Economic Development, City of London.

5.2 Client Responsibilities

In accordance with Section 8(b)i. of the Agreement, the Client will provide Partho Development with the following:

- name and contact information of the Project Sponsor, Project Manager, AMANDA Administrator(s)/SME and Network Administrator(s);
- appropriate boardroom/workplace or virtual meetings through Teams or similar technology for any meetings, training, support and/or maintenance required;
- the data connectivity (e.g. VPN connection) as required by Partho Development; and
- other technical data, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by Partho, as agreed to in writing between the Client and Partho Development.

6 Contract Term

mobilINSPECT Bylaw & Enforcement is offered as managed service with a term commitment and an option to renew as per the original service agreement

The term of the Agreement (“Term”) shall commence on the Initial Term Start Date (identified below) and shall continue for the Initial Term Commitment (identified below) (“Initial Term”), subject to renewal.

Initial Term Commitment – As per the remaining term of the main agreement

Initial Term Start Date – April 1, 2018

Initial Term Expiration Date – Same as the main agreement

All renewals will be as per the main agreement (for 5 year terms)

7 mobilINSPECT- Bylaw & Enforcement Fees & Milestones

7.1 Software Service and Pricing

This Software Service and Pricing Schedule is effective upon the Software as a Service Agreement Effective Date as in this SOW-I. This Software Service and Pricing documents the Service (defined above) being purchased by Client City of London ("Client") under the terms and conditions of the Software as a Service Agreement.

Price Components

'mobilINSPECT- Bylaw & Enforcement' is offered as a managed SaaS to the City of London

The pricing has the following components -

Initial Setup Fee

An initial onetime setup fee of \$29,700.00 will grant City of London, Department of Bylaw & enforcement rights to use 'mobilINSPECT- Bylaw & Enforcement App' for 10 unique devices** initial fee is only payable once and will not be recharged at the renewal of the term. This price includes the onetime set up fee for the following optional modules –

- Folder Creation in the field

Optional Modules

The initial setup fee for the following optional Modules:

- Map view - \$9000.00
- Nearby Construction -\$2500.00
- Forms Builder - \$9500.00

Integration Fee

The implementation of 'mobilINSPECT- Bylaw & Enforcement for City of London , Department of Bylaw & Enforcement requires integration with their current backend inspection system AMANDA. Partho will charge a one-time integration Professional Services fee of \$24,300.00.

Operational Annual Fee

'mobilINSPECT- Bylaw & Enforcement is a managed SaaS service. For the first ten devices, City of London will pay an operational fee of \$15,000/year upfront at beginning of each year through the remainder of the agreement term.

For every additional device over the 10th device an additional fee of \$400/year/device will be payable. This fee will be payable in full and will not be prorated irrespective of what time of the operational year the device is activated.

If Forms Builder is also subscribed an annual operational fee of \$1000 plus applicable taxes will be added to the annual operational fee

Non-Production Environment

Partho team will provide a non-production environment during UAT for testing of the App.

Client Billing Information

Billing Department Name: Municipal Compliance, Planning and Economic Development

Billing Department Address:300 Dufferin Ave, Room 706, London, ON N6B 1Z2

Contact Name: Michelle Vivinetto, Executive Assistant

Contract Phone number:519 661 2500 ex 4538

Contact email: mvivinetto@london.ca

7.2 Milestone Payment

The implementation payment milestones will be as below –

First payment at signing of this SOW G - \$27,000.00

Second Payment at completion of UAT - \$27,000.00

If the optional modules are subscribed then 50% of their initial set up fee will be added to the first payment and the second 50% will be added to the second payment

Go-live & Operation Support Year 1 - \$15000/year plus \$400/user/year for number of user devices exceeding ten. If Forms Builder is also subscribed an annual operational fee of \$1000 plus applicable taxes will be added to the annual operational fee. This will be payable 4 weeks from the date of Go-Live.

Operational Support Year 2 to year 5 or to end of term whichever is earlier- \$15000/year plus \$400/user/year for number of user devices exceeding ten payable on the anniversary date of go-live each year. If Forms Builder is also subscribed an annual operational fee of \$1000 plus applicable taxes will be added to the annual operational fee.

8 Approval

This SOW has been agreed to and executed by the Parties to be effective as of the date written in the initial recital of the SOW.

IN WITNESS WHEREOF the parties have executed this SOW-G by their authorized officers

PARTHO TECHNOLOGIES INC.

Per: _____

Name: VINOD VYAS

Position: Director & Senior Partner

I have authority to bind the corporation.

THE CORPORATION OF THE CITY OF LONDON

Per: _____

George Kotsifas

Deputy City Manager, Planning and Economic Development