

BID COVER



Procurement Division

(352) 334-5021(main)

Issue Date: July 20, 2023

REQUEST FOR PROPOSAL: #RTSX-230065-DS

Maintenance Management System for Transit (Rebid)

PRE-PROPOSAL MEETING: Non-Mandatory Mandatory N/A Includes Site Visit
 DATE: TIME:
 LOCATION:

QUESTION SUBMITTAL DUE DATE: **August 4, 2023**

All meetings and submittal deadlines are Eastern Time (ET).

DUE DATE FOR UPLOADING PROPOSAL: August 21, 2023, 3:00pm

SUMMARY OF SCOPE OF WORK:

Maintenance Management System for use by Regional Transit System. Implementation, Training, Go Live, and System Acceptance need to all be completed by no later than June 30, 2024.

For questions relating to this solicitation, contact: **Daphyne SESCO, Procurement Specialist 3, sescoda@gainesvillefl.gov**

Bidder is not in arrears to City upon any debt, fee, tax or contract: Bidder is NOT in arrears Bidder IS in arrears
 Bidder is not a defaulter, as surety or otherwise, upon any obligation to City: Bidder is NOT in default Bidder IS in default

Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar.com MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # 1 & 2

Legal Name of Bidder: AssetWorks Inc.

DBA: _____

Authorized Representative Name/Title: Rob Hallett, General Manager

E-mail Address: POC: john.crane@assetworks.com FEIN: 46-0521049

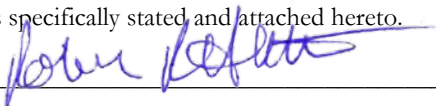
Street Address: 998 Old Eagle School Road #1215, Wayne, PA 19087

Mailing Address (if different): _____

Telephone: (813) 478.1125 Fax: (_____) _____

By signing this form, I acknowledge I have read and understand, and my business complies with all General Conditions and requirements set forth herein; and,

- Proposal is in full compliance with the Specifications.
 Proposal is in full compliance with the Specifications except as specifically stated and attached hereto.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

SIGNER'S PRINTED NAME: Rob Hallett DATE: 8/21/2023

This page must be completed and uploaded to DemandStar.com with your Submittal.

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
Cover Letter	3
Technical Proposal.....	4
Price Proposal	53
Qualifications.....	55
Appendix.....	58

COVER LETTER

TO: City of Gainesville
Attn: Daphyne Sesco, Bid Writer
RFP: # RTSX-230065-DS

Dear Ms. Sesco,

AssetWorks Inc is pleased to present our response to the City of Gainesville for **Request for Proposal (RFP) #RTSX-2300065-DS** Maintenance Management System for Transit. At AssetWorks, we understand and respect the wants and needs of our customers by providing fully web-based, integrated modular solutions which are innovative, intuitive, and user-friendly. Every day, we continue to earn the trust and to work collaboratively with over 600 customers across government, education, utilities, telecommunications, public transportation, healthcare, and the commercial sector. We are the industry-leading provider of technology and consulting solutions for asset and infrastructure-intensive organizations.

AssetWorks Inc (AssetWorks) understands that the City is seeking a partner to provide the RTS Maintenance Department with tools to assist management and staff in maintaining and managing assets efficiently.

Based on the requirements laid out in the RFP, we are proposing our fleet management solution – **AssetWorks FleetFocus**.

Please take a moment to review our enclosed response, and if you have any questions contact your National Account Manager who is authorized to make representations on behalf of AssetWorks:

National Account Manager: John Crane
Email: john.crane@assetworks.com
Phone: 813.478.1125

I, Rob Hallett, as General Manager of AssetWorks, am authorized to bind the corporation into contracts and confirm the enclosed pricing to be valid for 120 days from 21 August 2023.



Rob Hallett
General Manager
AssetWorks

Information contained in this document is proprietary to AssetWorks Inc and may be used or disclosed only with written permission from AssetWorks Inc. This guide, or any part thereof, may not be reproduced without the prior written permission of AssetWorks Inc. This document refers to numerous products by their trade names. In most, if not all, cases these designations are claimed as Trademarks or Registered Trademarks by their respective companies. This document and the related software described in this manual are supplied under license or nondisclosure agreement and may be used or copied only in accordance with the terms of the agreement. The information in this document is subject to change without notice and does not represent a commitment on the part of AssetWorks Inc. The names of companies and individuals used in the sample database and in examples in the manuals are fictitious and are intended to illustrate the use of the software. Any resemblance to actual companies or individuals, whether past or present, is purely coincidental.



STATEMENT OF WORK

City of Gainesville FL Transit

Q-03896



**FleetFocus Asset, Inventory and Maintenance Management
Applications**

08.16.23



Contents

Contents..... **2**

FleetFocus Introduction..... **3**

 Implementation Approach 3

FleetFocus Project Task Descriptions..... **4**

 WBS A.1.0 Initiation..... 4

 WBS A.2.0 Discovery..... 9

 WBS A.3.0 Design 10

 WBS A.4.0 Build 12

 WBS A.5.0 Train & Test..... 27

 WBS A.6.0 Deployment 38

FleetFocus Preliminary Schedule **40**

FleetFocus Milestone Schedule **40**

FleetFocus Optional Services **41**

FleetFocus Standard Assumptions **42**



FleetFocus Introduction

AssetWorks is pleased to partner with City of Gainesville, Florida Transit (the City) for a successful implementation of the FleetFocus asset and maintenance management application for its Fleet and Facilities assets. This Statement of Work (SOW) identifies the tasks required for the implementation of the FleetFocus solution. This SOW is based on AssetWorks' current understanding of the requirements and AssetWorks' previous experience with similar engagements.

AssetWorks recommends the City use AssetWorks' expertise and consulting resources to ensure a timely and cost-effective implementation. AssetWorks offers a variety of services ranging from workflow re-engineering to general business and technical consulting.

To best facilitate the implementation, AssetWorks urges the City to formally identify a core team of members from each of the critical business groups who will participate in or be affected by the project implementation. This involvement must come from all parties. This core team should be both technically qualified and knowledgeable of their groups' business practices. These individuals will be responsible for spearheading the system configuration, data mapping, and workflow tasks to ensure a feasible and effective production rollout.

Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and the City will discuss these changes in good faith at their earliest opportunity.

Implementation Approach

In this document, AssetWorks has provided a detailed Statement of Work, which outlines our proposed implementation approach for the initial implementation of the AssetWorks FleetFocus solution for the City. AssetWorks implementation approach is built around industry and business standards for software implementation and project management. This standards-based approach allows us to focus on implementing the solution and focusing on those aspects of the project that represent the biggest challenges. This flexibility facilitates adjustments to the project implementation to accommodate the nuanced needs of our various customers and has yielded successful implementations for all our current and past customers.

AssetWorks follows a collaborative approach to the implementation effort, engaging the City staff in each step of the process. This approach is built upon a foundation of knowledge transfer. As we work through the implementation together, the City staff will become increasingly knowledgeable and experienced with the product, how and why configuration decisions were made, how the data was organized and loaded, and how to manage and execute workflows within the system. In our experience this approach leads to the quicker adoption of the solution by the organization's staff, and results in a much smoother transition from implementation to operations and enables the customer to take full ownership of the solution.



FleetFocus Project Task Descriptions

WBS A.1.0 Initiation

WBS A.1.1 Project Management Services

Project kick-off and planning

AssetWorks will facilitate a remote project kick-off meeting wherein we will review the project timeline, identify roles and responsibilities, and discuss status reporting with the City staff.

AssetWorks recommends the City appoint a core project team for the implementation stage with representatives from all functional or operational areas of the City's business. This core group must have the authority and charter to make appropriate decisions regarding the implementation. The core group representatives should have complete knowledge of and familiarity with the City's operations and objectives. They will form most of the roll-out team later in the project. The City project team will define their roles and responsibilities and establish project standards and controls.

the City will appoint a dedicated Project Manager, Subject Matter Project Leads, and supporting personnel from the designated the City functional and operational areas. the City Project Manager will lead the overall the City project team and be responsible for the City personnel and resources on the project. The Project Leads will be responsible for assisting AssetWorks with the configuration and implementation of FleetFocus and for facilitating decisions among the core maintenance group.

The Project Kick-off Meeting will discuss and review the following topics:

- Project plan tasks and timeline
- Contract deliverables
- Change management procedures
- AssetWorks roles and responsibilities
- Customer roles and responsibilities
- Implementation approach and phases

Project management and oversight

AssetWorks will provide project management and oversight services to execute the project plan. The AssetWorks project manager will coordinate AssetWorks project activities. AssetWorks will provide the following project management services:

- Serve as the main point of contact for the City Project Manager
- Coordinate of project resources and work so that milestones are met in an efficient manner; tasks will be designed to minimize implementation time and cost while taking into consideration resource and time constraints such as the City staff availability
- Work with the City to manage risks throughout the project
- Present progress to the City Project Manager and/or to the City Project Sponsors (as required)
- Attend project related meetings as needed to ensure timely resolution to open issues and action items



- Develop project deliverables
- Manage approval/sign-off processes
- Manage action items
- Manage scope control
- Maintain project schedule and scheduled meetings

The AssetWorks Project Manager will ensure that sufficient resources are available to implement the system in accordance with the project requirements. The AssetWorks Project Manager will monitor the project resources to ensure quality delivery of services and that the deliverables are completed in accordance with the project requirements.

AssetWorks will assign a Professional Services Manager to provide additional subject matter expertise, monitor the project resources and budget, and ensure quality delivery of services. The Professional Services Manager is the City's first escalation point for any issues arising during the project while the Program Manager will provide executive level communication and support.

Deliverables for Project Management Services

- Complete Project Kick Off
- Update to relevant status reports prior to status meetings
- Manage action items, issues and risks
- Facilitate monthly status meetings

the City is responsible for all deliverables not specifically included above.

WBS A.1.2 Hardware Acquisition

AssetWorks recommends the following hardware configuration and hardware specifications for the City's implementation. Any recommendations noted in this SOW are subject to change and defer to FleetFocus product documentation available on AssetWorks' customer site, the Community.

Workstation Specifications

Workstation Recommendations

- Microsoft Windows Workstation (Laptop or Desktop) with supported Operating System
- and compatible/supported browser.
- Recommended resolution: 1920 x 1080
- Minimum supported resolution: 1024 x 768*
- * Most areas of the web application are certified utilizing a standard resolution of 1920 x 1080. The lower resolution of 1024 x 768 can be utilized in most areas, but pages viewed at this resolution may cause layout inconsistencies or require scrolling to view all areas of a screen. 1000+ Mbps Ethernet NIC

Laser Wedge Scanners

- DataLogic Gryphon
- QuickScan I QM2400
- USB



Label Printers

- Intermec printers supporting the IPL programming language
- All Zebra printers supporting the ZPL and EPL programming languages

Tablet / Mobile specification recommendations

- Screen Size: minimum specifications are 8" for EDGE and 5" for SmartApps
- Supported Mobile Browsers: Chrome and Safari (Microsoft EDGE is not supported for mobile)
- Supported Mobile OS: Android v.9 and above Apple iOS v.14 and above

Additional Requirements for Any Configuration

In addition to the above, AssetWorks also recommends the City procure the following:

- An appropriate number of printers
- AssetWorks recommends 19" monitors to take better advantage of the FleetFocus screen and window capabilities.

Customers are responsible for any site preparation or construction or communications or cabling infrastructure. This is mainly for customers implementing projects with additional hardware such as for KeyValet, FuelFocus, etc. If this is the case, further scope will be listed later in the statement of work or supporting AssetWorks Product documentation surrounding those requirements and is available upon request.

WBS A.1.3 Software Installation Services**Database and applications**

As part of going hosted/SaaS with AssetWorks, we will create the non-production and production FleetFocus environments as well as a reporting environment. AssetWorks Customer Care will work with the AssetWorks Project Manager to schedule the installations and provide updates accordingly for project schedule purposes.

Once installed, the URL and login information to the production and non-production system will be provided to the City. It is recommended, when possible, that the City have separate workstations and/or tablets for technicians to login to the system to maximize the efficiency of capturing real-time labor and avoid the delays in updating work orders with notes, labor, etc. that would come with shared computers. All workstation and browser recommendations are contained within product documentation and can be provided on request. A chart is listed below, however that is subject to change with new releases and updates from the AssetWorks Product Management team.

The the City will also be provided with the details of the reporting instance's connection information.

During the project "Initiation" phase, AssetWorks will install the latest FleetFocus release available at the time of installation. Past releases are noted in the supported "Browser Version" chart below as these are considered "supported" at the time the SOW was created. Based on project duration, the City should expect to potentially upgrade an additional time before go-live, due to newer features or fixes available within the software branch



installed. AssetWorks Professional Services and or Customer Care team will advise on the recommended version prior to the final testing and go live phase of the project.

Operating Systems & Browsers

Operating Systems & Browsers

Operating Systems

Supported for use of Graphical User Interface (GUI)

	64-bit Windows 8.1	64-bit Windows 10	64-bit Windows 11
20.1.x	X	X	
21.0.x		X	
21.1.x		X	
22.0.x		X	
22.1.x		X	X
23.0.x		X	X

Graphical User Interface Network Protocol Support
All network protocols supporting TCP/IP

Browser Versions

Supported for use of Web Modules on both Desktop and Tablet Operating Systems

	Edge Chromium**	Chrome**
20.1.x	X	X
21.0.x	X	X
21.1.x	X	X
22.0.x	X	X
22.1.x	X	X
23.0.x	X	X

Primary certifications performed in Windows-based desktop operating system environments.
Other supported operating systems or platforms may have specific limitations per-device based on hardware or software.

** There is a known issue in checkboxes in Enterprise Portal with Tablet browsing on these browser versions.

Tablet / Mobile specification recommendations

- Screen Size: minimum specifications are 8" for EDGE and 5" for SmartApps
- Supported Mobile Browsers: Chrome and Safari (Microsoft EDGE is not supported for mobile)
- Supported Mobile OS: Android v.9 and above Apple iOS v.14 and above



Deliverables for Software Installation Services

- Installation of AssetWorks software in a production and non-production environment
- Provide URL and system administrator access to the production and non-production environment
- Reporting database connection information for use with the Crystal report writer license



WBS A.2.0 Discovery


WBS A.2.1 Current State Discovery – “Day in the Life”

Current State Questionnaires & System Overview

Shortly after the project kick off meeting, AssetWorks will send to the City a series of current state questionnaires for the City to fill out and return to AssetWorks. These questionnaires cover topics such as asset management, work order management, materials management, motor pool (if licensed), fuel and financial tracking and billing.

Once returned, AssetWorks will schedule sessions to review these with the customer and ask further questions. These documents are critical to understanding the City’s daily operations, key drivers and project expectations and serves as the baseline for completing the system design and setup consulting sessions.

AssetWorks will also conduct, post kick-off meeting, a short “Day in the Life” overview session of the basic portals for work management solutions and user-role based workflows commonly used in a maintenance organization to assist in the facilitation of change management for the core project team to the FleetFocus system.



<CUSTOMER>

Understanding the Financial Tracking and Billing “As-Is”

General Questions

1. Describe the staff currently involved in the financial tracking process. Please include any accounting staff and any fleet staff and their responsibilities.

Respondent(s):	
Answer:	
2. Are transactions tied to a General Ledger (GL)? What system is used for GL tracking?

Respondent(s):	
Answer:	
3. Is there an interface involved from any system (Fleet, Access database, etc.) to the financial system for GL transactions?

Respondent(s):	
Answer:	
4. Are there approval/review processes in place that are followed before the GL transactions are processed?

Respondent(s):	
Answer:	
5. What determines what GL will be used for the type transaction? Does each equipment have its own GL account tied to it or is some other method of accounting used to identify maintenance costs?

Respondent(s):	
Answer:	
6. Provide an example of the GL account structure.

Respondent(s):	
----------------	--



WBS A.3.0 Design**WBS A.3.1 System Design Services****System Design & Setup Consulting**

After the discovery session, AssetWorks will lead system setup sessions to complete the coding conventions for equipment numbering, equipment classes, repair codes, PM schedules, PM parameters, PM checklists, and other items. AssetWorks will also review the setup for all the modules being implemented as part of this project.

the City's preparation for this engagement includes the assimilation and distribution of relevant inventory, purchasing, operations, and maintenance data prior to the meeting. The goal for these meetings is to achieve at least 90% of the standard coding schemes and business practices required for system roll-out. The coding schemes listed on the agenda will be defined based on best practices with AssetWorks making recommendations as we better understand the City's standards (e.g., tasks (6-9 digit), work accomplished codes, condition ratings, position, etc.) and with maintenance classes like NAFA or AWP.

One of the strategies for success during this project that AssetWorks uses is to actively utilize the FleetFocus Starter Database. The AssetWorks Professional Services team has jointly architected this based on the experience of hundreds of past deployments and it is consistently refined each product release to be optimized for an asset maintenance organization. It contains many industry-standard coding schemas, user groups with baseline security setup, best practice workflow settings and pre-configured portals designed for the City to review and make modifications to versus creating brand new coding structures.

This approach ensures that customers get up and running more quickly and allows for a greater engagement on making informed decisions and facilitates stronger change management to new processes as workflows can be quickly demonstrated. The starter database will be installed in the Production and Test environment with the test version containing sample assets, classes, parts, etc. This is intentional so that post each setup session a customer can login to practice and learn the system allowing for an easier transition time to the new application and processes along the way. AssetWorks has found to create a stronger user adoption for the core project team who then extend that knowledge more easily down to the end users at go live.

Deliverables for System Setup Consulting Services

- Conduct multiple remote sessions (12 setup sessions) to review core codes, starter database and discuss initial workflow design conversations; services are fulfilled at the conclusion of the sessions with the understanding additional follow-up is to occur during the System Configuration Services phase.

System Setup Session Topics by User Role – see Application Design Guide for topic breakdown		
Session #	FleetFocus System Setup Meeting	Customer User Role(s)
1	FleetFocus Application Overview & New User Orientation	Core Project Team



2	Organization Structure	Core Project Team Program Office Manager Finance Manager
3	Application Security & Equipment Management - Part 1	Core Project Team Asset Manager IT / Network Administrator
4	Equipment Management - Part 2	Core Project Team Asset Manager Program Office Manager
5	Work Management – Part 1	Core Project Team Supervisor Lead / Technician Lead
6	CHECKPOINT – Progress Review	Core Project Team
7	Work Management – Part 2	Core Project Team Supervisor Lead / Technician Lead
8	Warranty & Fuel	Core Project Team Fuel Manager Warranty Administrator
9	Materials Management	Core Project Team Storekeeper Lead
10	Purchasing	Core Project Team Storekeeper Lead
11	Financial Tracking	Core Project Team Finance Manager
12	Portals and Options	Core Project Team

Finalize data definition and workflows

AssetWorks will advise the City Project Team on how to setup and configure FleetFocus. However, the configuration of the application is ultimately the responsibility of the City.

the City will take “action items” from the System Set-up Consulting sessions to finalize the definition of all relevant FleetFocus data elements and work processes, including maintenance, parts management, procurement, and other job functions. the City’s deliverable for this task is to complete documentation of the City’s definitions for all applicable FleetFocus data elements. This deliverable is a critical prerequisite to the configuration of the system.



AssetWorks will work with the City to prepare this documentation. It is recommended to work on these items as soon as possible following setup overview sessions to ensure a more complete comprehension of the material being covered.

During the data definition process, the City will also be asked to start collecting certain data as the items are covered during the system setup consulting sessions. This data may be converted and loaded to the application based on the project timeline in conjunction with the other setup tasks for the various modules licensed.

AssetWorks will also work with the City team to configure FleetFocus per the discussed workflow in the system setup consulting sessions. This configuration will build on the setup defined with the City core team and will focus on specific decisions, such as location options, department settings, etc. the City will be required to perform setup tasks as assigned by AssetWorks.

WBS A.4.0 Build

WBS A.4.1 System Configuration Services

Configure and Review Pre-Setup Starter Database Modules and Portals

AssetWorks will review settings to setup desired workflow and provide an orientation for the following modules:

- **Enterprise Portal** – The Enterprise Portal module is a web-based alternate end user interface to the base application logic. The module provides a familiar look-and-feel to grid and tabs, function buttons, and screen menus, while removing the need for a client-side (GUI) installation. Users have access to all the same screens and functions as through a GUI but now access the screens through a standard web browser. It is primarily used for application setup and system administration management of AssetWorks FleetFocus in complement to the Shop Activity web portals.
- **Shop Activity Module** – The Shop Activity module manages workflow driven portals for activity happening in a shop or out in the field and with an external customer.
 - **Work Management Module** - The Shop Activity Work Management Portal is designed to provide supervisors with access to all the screens and functions required during their workday. Supervisors can use the portal to do the following: view and assign work, view current status of employees on the shop floor, view equipment repair history, service requests, and messages, request or post parts for work orders, create and update test results related to work orders, complete PM checklists for PM and inspection services, enter complaint, cause, and correction detail for repairs performed, add comments and notes to work orders, create new work orders, create new service requests, and assign employees to existing work orders.
 - **Technician Module** - The Shop Activity Technician Portal is designed to provide technicians with access to all the screens and functions required during their workday. Technicians can use the portal to do the following: view work assigned to them, log on and off of tasks, view equipment repair history, service requests, and messages, request or post parts for work orders and view status of past requests and postings, add comments and notes to work orders, create and update test results related to work orders, complete PM checklists for PM and inspection services, enter complaint, cause, and correction detail for repairs performed, create new work orders, manage service requests, and print work orders.
 - **Storekeeper Module** - The Shop Activity Storekeeper Portal is designed to provide storekeepers with access to all the screens and functions required during their workday. Storekeepers can use the portal to perform the following functions: manage part requests or requisitions, order parts, and create new parts.



- Service Request Module - The Service Request Portal is designed for deploying and displaying Service Request entries. It gives your organization the option to relieve the burden on shops or call centers that record requests from employees and operators for asset maintenance or vehicle service by allowing individuals to log the requests themselves. Using the kiosk feature eliminates the need for each operator to have a login for entering and displaying vehicle service requests.
- Notification Module – The Notifications module provides instant alerts of important information and scenarios for better communication and tracking. A collection of out-of-the-box notification scenarios are provided. AssetWorks will assist in the configuration of up to 3 “out of the box” notifications for customer use. This module is included in base FleetFocus.
- Ad Hoc Query Module - The Ad Hoc Query Module provides secure ad hoc query capabilities. It allows users to build their own queries, format the display of the results, export the results, and save queries for future use and sharing with others. AssetWorks will review a sampling (3) of the created, out of the box ad hoc queries. AssetWorks will not create new customer specific custom reports. AssetWorks will show the City how to adapt one report and in addition, how to setup permissions for reports. This module is included in base FleetFocus.
- Reporting Module – The Reporting Module takes data stored in your database and reformats it into information that can assist in effectively managing operations. At the same time, it opens visibility into your operations by publishing professional reports over a zero-client, browser interface. The Reporting Module will provide standardized reports as well as accessibility to real-time data and report automation using Crystal Reports; training on Crystal Designer is not included and modification of out of the box Crystal reports by AssetWorks is not included in this scope of work.
- KPI/Dashboards Module - The Dashboard Module provides real-time access to your database through easy-to-interpret, out-of-the-box gauges and charts. Dashboard elements provide instant insight into your maintenance key performance indicators via a standard web browser. You may provide access to dashboards to anyone in your organization with an authenticated login, without the need to install any software on their machines. AssetWorks will do a short review of the out of the box standard dashboards included in the Starter Database. Any modifications to those will need to be done by the City unless project budget supports additional configuration. AssetWorks recommends customers have knowledge of SQL to build Advanced KPIs. AssetWorks does not provide training on SQL and does not build SQL statements for use as Advanced KPIs.
- MAXQueue Integration Module – The MAXQueue Designer is a tool that manages the MAXQueue integrations that have been created for a customer by AssetWorks. You can enable, disable, start and stop integrations, configure custom settings, name your MAXQueue instance and enable or disable data events. The MAXQueue Viewer is a tool that allows you to enable logging, view statistics about the performance of active workflows, and provide graphs that display the logging and statistics. Both tools are part of the MAXQueue integration module that is used for all custom and out of the box FleetFocus integrations. Customers are not able to use MAXQueue to develop their own integrations.
- MobileFocus Enterprise - MobileFocus is a suite of software applications that allows integration of system applications with mobile devices. This makes the applications portable, enabling employees to access and update data related to work orders, asset meter readings, asset main records, part transactions, PMs and inspections and submit service requests from where the work occurs rather than “tied” to a PC or kiosk. Services for in scope mobile products are listed in WBS A.4.3.
- Billing Module - The Billing Module is designed for review, adjustment and editing of transactions, for the purpose of billing out work order transactions, fuel transactions, end of the month charges, special fees, motor pool usage and more. A short overview will be given on this module. However, there are no services included in this statement of work to set this up as it requires further discussion with the customer to decide if this is needed as part of the implementation. If it is decided that it will be used, a change order will be required.



- **Equipment Focus Module** – this module allows customers to setup Stationary assets. For this project it will focus on bus shelters and stops, additional equipment and buildings. Please see the data conversion section for details.

Module system orientation sessions are approximately each 2 hours in length covering one or more of the topics listed above. AssetWorks maintains an “Application Design Guide (ADG)” checklist covering System Setup and various configuration tasks and which also documents business decisions and application setup and configuration decisions for all in scope to be utilized. Utilizing that guide, AssetWorks will schedule sessions with the City and recommend the types of resources required. An example screenshot of this document is located below.

Application Design Guide (ADG)

System Setup	Data Load Sequence	Session Number (2-4 Weeks)	Session Number (2-4 Months)	Functional Group	Screen Name	Key/Import	Current Business Process	FleetFocus FA Setup/Decisions	Assignment Detail	Use Starter Database Values?	Example Data in Starter Database?	Assignment Status	Responsible Resource	Baseline Due Date	Current Due Date	Data Load Report Template Name
1	10	1	1	Organization Structure	Locations	Key/Import				Y						
2	11	1	1	Organization Structure	Addresses	Key/Import				No Values	N					
3	13	1	1	Organization Structure	Departments	Import					Y					
4	10	1	1	Organization Structure	Calendars	Key					Y					
5	9	1	1	Organization Structure	Accounts	Import					Y					
6	10	2	4	Organization Structure	Employee - Primary Information	Key/Import				No Values	N					
7	20	2	4	Organization Structure	Operators - Primary Information	Import				No Values	N					

In addition, AssetWorks will consult with the City to configure the modules to facilitate the workflows for the maintenance and back-office functions. Configuration includes:

- Assigning user groups for specific functions
- Initializing (out of box) notifications to facilitate business processes
- Creating custom menus for specific user groups

Deliverables for System Configuration Services

- Setup configuration completed in the production database
- Production database available to re-fresh (database restore) the non-production database for customer review.
- Overview of all in scope noted modules and setup of those modules with decided workflows and processes from system setup consulting sessions.



WBS A.4.2 Data Conversion Services

Data Conversion Overview

AssetWorks will provide an overview session on the data conversion process and how data is to be collected and converted by the City and subsequently what is to be loaded by AssetWorks. Data loading tasks occur during the System Design and Configuration Services phases so that the project progresses naturally with items being taught and configured to encourage customer retention and engagement to meet project schedules.

While AssetWorks is the developer of FleetFocus and we understand the application's data structure, the City is the owner of the data and as such, needs to provide timely input into specific uses of existing data and to resolve any data integrity issues that may occur upload into FleetFocus. The proposed project timeline has limited slack to allow for prolonged analysis or responses.

AssetWorks will identify any data integrity issues and provide a report log to assist the City with resolving errors. Failure to respond to questions regarding the mapping, the use or meaning of data, or to resolve data integrity issues jeopardizes the project timeline by delaying AssetWorks ability to complete the conversion. AssetWorks is not responsible for delays caused by waiting for the City response or resolution to data issues. If AssetWorks must wait for more than two (2) business days for a response from the City to a data conversion issue or decision request, AssetWorks may issue a change order delaying the start of the go-live deployment.

Data Loading

AssetWorks will provide a training session for data loading for the City administrators. A user with a solid understanding of Microsoft Excel will likely be able to grasp this tool and process very quickly. the City staff will use the AssetWorks Data Loader tool to load its data into FleetFocus. Data loading tasks occur during the System Design and Configuration Services phases so that the project progresses naturally with items being taught and configured to encourage customer retention and engagement to meet project schedules.

Assist with Data Loads for Equipment, Parts, and Summary Cost History

the City will extract the agreed-upon data from its current systems and files (paper, PDFs, XLS, etc.) where it stores data to be converted. AssetWorks will consult with the City on data "scrubbing" or "cleansing" legacy the City data but will not be responsible for the final cleansed data. the City will be responsible for populating FleetFocus with approved and "clean" the City data.

AssetWorks will provide Microsoft Excel™ templates to assist in loading data into FleetFocus. the City will convert only the data that maps into FleetFocus. Data that does not map into FleetFocus will not be converted. Further, only data elements that can be entered on a FleetFocus screen are part of this conversion. the City, with assistance from AssetWorks, will use FleetFocus' data loading processing feature to load the data on these screens.

the City will provide the data in the properly formatted spreadsheets (per AssetWorks' specification) for loading into FleetFocus. AssetWorks makes the following assumptions about the data from the City's legacy system(s):

- The data files to be loaded into FleetFocus will be text-based flat files with one row of data per asset or per part.



- AssetWorks will not provide services to manipulate or move data from the City data in files or on paper into AssetWorks provided data templates.
- the City will provide the data to load into in the format of the data load files provided.
- the City will provide each test data file and each production data file in the same format.
- the City will use default values for any data element that FleetFocus requires that is not in the data file.
- AssetWorks will convert only master equipment records, parts (part master, part location and vendor part) records and summary cost history (summed totals of data by year and month) records. Additional data will be required to load or manually key in to support system deployment. This data will be loaded by the City with AssetWorks guidance and assistance. This process is discussed further below.
- AssetWorks will load a maximum of 250 fleet active assets as well as defined active components; active defined as the ability to write a work order for the asset or component; additional stationary assets to include bus shelters to manage the Shelter, Bench, Sign and Garbage Cans are included as well for up to 2,000. Up to 5 buildings are also included with only shop equipment to be loaded.
- Total Approximate Expected Vehicle and Facilities Inventory
 - Vehicle Inventory
 - 122 Transit Buses (40 ft length)
 - 4 Battery Electric Buses (40 ft length)
 - 40 Support Vehicles
 - 11 Paratransit Vans
 - Facilities Inventory
 - 120 Bus Stop Shelters
 - 1604 Bus Stops (includes active, inactive, and proposed)
 - 5 Buildings
 - 3 Transit Centers
- AssetWorks will load a maximum of 2 inventory locations with a maximum of 15,000 parts per inventory location. AssetWorks will review the 2 inventory location's data prior to load for data integrity purposes to ensure it supports application functionality however, the customer is responsible for the accuracy of the data such as descriptions, part numbers and prior to go live, the quantity on hand and current part price. After the initial 2 inventory locations are loaded, AssetWorks will train the customer on how to load additional inventory locations. The customer will be responsible for ensuring all parts in the data loads were loaded fully into the application and AssetWorks will assist in training on how to verify this using the application and various out of the box reports or ad hoc queries as required. Facilities group is expected to use NFI (not from inventory parts) with little to no data loading for their group.
- AssetWorks will convert only these fields for summary cost history:
 - Fuel Quantity and Cost
 - Alternative Fuel and Cost
 - Repair Labor
 - Repair Parts
 - Repair Commercial Labor
 - Repair Commercial Parts
 - PM Labor
 - PM Parts
 - PM Commercial Labor
 - PM Commercial Parts
 - Meter Readings



- Equipment Downtime hours
- Fixed Monthly Costs – broken out to 7 fields
- AssetWorks will provide services for assets to load the current meter, next PM due date and last meter PM performed information as part of this scope of work, shortly before going live.
- AssetWorks will provide services for parts to load the current unit price and current quantity on hand as part of this scope of work, shortly before going live.
- AssetWorks will not provide services to convert current open or historical purchase order or receipt detail from a legacy system.
- AssetWorks will not bring over detailed fuel transactions from a legacy system(s).
- AssetWorks will assist in the form of troubleshooting errors in data load runs and providing direction in the mapping of legacy data elements to FleetFocus fields.
- The customer will be responsible for ensuring all data loads were loaded fully into the application and AssetWorks will assist in training on how to verify this using the application and various out of the box reports or ad hoc queries as required.
- All data loads by AssetWorks indicates a one-time load. After initial load data is to be updated manually in the FleetFocus system by the customer for incremental changes up to go live and cutover into a Production system. These data loads are typically done towards the end of the project and shortly before testing, training and go live to minimize any manual updates that might need to be done.
- There will be other data required to load as part of the project such as accounts, departments, operators, equipment classes, etc. and these will be loaded by the City but with guidance from AssetWorks and after receiving data loader training from AssetWorks. This will help to ensure the City continues to learn the system and how the data loading process occurs for future system maintenance and updates.
- All the City data loads are to be reviewed by AssetWorks to ensure data is optimal before being loaded to the Production system before the go live cutover, even if the City is loading the data.
- AssetWorks will execute the data conversion process with the prepared data to populate the pre-production database. Once all necessary data items have been loaded to allow for sufficient application testing, the pre-production instance will be imported/restored into a non-production (test) environment for review. This process is done in full as an override of the database, not as a delta of incremental changes.
- the City will utilize the data conversion process such that all assets will be in a single production FleetFocus™ database.

Detailed Work Order History Conversion

The customer will extract their posted transactional work order history data from its current system(s). AssetWorks will consult with the customer on data “scrubbing/cleansing” legacy customer data but will not be responsible for the final cleansed data or the actual “scrubbing/cleansing” efforts. The customer will be responsible for populating FleetFocus with approved and “clean” customer data per FleetFocus standards such as conforming to field lengths and validations.

AssetWorks will provide Microsoft Excel™ templates to assist in loading data into FleetFocus. The customer will convert only the data that maps into FleetFocus. Data that does not map into FleetFocus will not be converted. Only data elements that can be entered on a FleetFocus screen are part of this conversion. The customer, with assistance from AssetWorks, will use FleetFocus’ History Import Tool to load the data on these screens. Generic references may be used for data elements where the reference is not loaded to the FleetFocus database or items that are decided to be defaulted to codes new to the FleetFocus implementation to assist with standardized reporting or historical and new data to now be consolidated and reporting on in FleetFocus only.



The customer will provide the data in the properly formatted spreadsheets (per AssetWorks' specification) for loading into FleetFocus. AssetWorks makes the following assumptions about the data from the customer's legacy system(s):

- The data loading tool requires network connectivity to a separately configured and connected FleetFocus Application.
- The data requires the following standards:
 - The data files will be text-based flat files (CSV) with one row of data per transaction per work order.
 - The customer will use default values for any data element(s) that FleetFocus requires that is not in the data files.
 - The data will not include any commas in the data files as the import file format is in CSV.
 - Only free form text (no HTML to be converted) will be mapped to the Notes field in FleetFocus.
 - The customer will remove any "zero" cost rows before providing data.
 - The data files will support reversal transactions for both labor and parts entries. Labor and parts reversal postings require a single line entry for the original posting and a secondary line entry for the reversal charge noted with a reversal flag.
 - The data files will also support labor and part reversals as a single line item where the customer manually sums the positive number of the original and the reversal transaction amount and enters that as the final charge.
 - All data must conform to the length and validation of FleetFocus fields (ex: EQ numbers are 20 characters).
 - Dates need to be provided in a YYYY-MM-DD HH24:MI:SS or a YYYY-MM-DD format.
 - All data must remove all special characters from the data since they will cause unexpected results in the application, such as:
 - Single quotes
 - Ampersands
 - Percent
 - Underscore
 - Forward slash
 - Plain text usage of characters such as < or > may be interpreted by the browser as HTML tags and could be considered a security risk.
 - Character sets that are not 8-bit.
 - Accepted characters are A-Z, 0-9, hyphen (-), period (.), and space ().
- Only posted transactional work order history will be converted for labor, parts and commercial line items; pm or inspection checklist detail or test results will not be converted, only the labor and parts associated with the high level pm or inspection task.
- The customer will provide each test and production data file in exactly the same format.
- The customer will work with AssetWorks to run the files into a non-production environment before running into a production environment; data is to be provided and run in one time to production. Multiple re-pulls of data may result in a change order.
- The customer will provide written sign off that they have tested the data conversion and agree it is ready to be run into a production environment; if there are issues encountered after sign-off and entry to production and additional professional services are required, a change order will be necessary.



- AssetWorks will work with the customer to convert only up to three years (3) of detailed work order history for active equipment; history on inactive, sold, or legacy equipment will not be converted. If additional years or amounts of data are requested, it will require a change order.
- AssetWorks will provide assistance in the form of troubleshooting errors in batch runs and providing direction in the mapping of legacy data elements to FleetFocus fields.

Conversion of Specific Data

AssetWorks and the City will jointly resolve issues arising out of the data translation, including codes (if any) to be changed. AssetWorks will help the City finalize the data mapping and identify the sources for each data element. the City will be responsible for mapping old codes into new codes (i.e., translating) within the data set to be converted. All converted data must map to an existing data field in FleetFocus and adhere to the validation of that field and the overall FleetFocus application, as all data loaded goes through the application interface or authorized tool to ensure data integrity in the customer's new system.

Data Conversion Testing and Validation

After AssetWorks and the City have jointly documented the data mapping and data load process, the City will test the results from the data extractions. This process will require involvement from the City Information Technology personnel supporting the existing systems.

Deliverables for Data Conversion Services

- One-time load of Fleet Equipment and Component data (adheres to limits listed above)
- One-time load of Parts Inventory data (adheres to limits listed above)
- One-time load of Summary Cost History (adheres to limits listed above)
- One-time load of three years of work order detail history (adheres to scope listed above)
- Delivery of data load training to customer system administration staff.



WBS A.4.3 Technical Services

Configure Fueling System Import

To provide a very straightforward and flexible solution, AssetWorks proposes that the City use FleetFocus' Automated Fuel Systems screen to define its fuel import. The base application includes this screen, with which end users can create fuel import definitions for use with the Automated Fuel Tickets screen. Using this screen, the City could build its own import for processing fuel transactions from its 3rd party fuel system. This process does require a manual step to import the file. The file must be located on and run from the application server; this can be done with a mapped drive to the user's local desktop or a shared folder. It is the responsibility of the City to setup up the mapping of a local drive or permissions for the user to access the application server to run the file or if the customer is installed on AssetWorks' servers than they will need to use the FTP credentials and locations provided by AssetWorks to place the fuel file for upload.

AssetWorks will assist the City in defining one fuel import from the 3rd party fuel system using FleetFocus' fueling system import feature. the City will provide AssetWorks a sample fuel file with appropriate data layout definition documentation for the fuel system's data file. The files shall be fixed width or comma separated.

The below fields are available for import to the Automated Fuel Ticket screen in FleetFocus. Many of these fields use validated lists which must be populated by the City. The data in the import file must match the data available in FleetFocus. This process does not allow for data translation, for example, translating differing fuel types between the 3rd party system and FleetFocus.

- Equipment Identifier
- Date/Time
- Account ID
- Employee ID
- Site/Pump/Tank ID
- Product ID
- Reversal Indicator (must be Y or N)
- Transaction Code (for limiting the type of transaction to be processed)
- State/Province (hardcoded list)
- Vendor ID
- Meter 1/2 readings
- Fuel or Fluid Quantity
- Fuel or Fluid Price (or Fuel or Fluid Total Cost)
- Miscellaneous Cost (ex: car wash)

Deliverables for Configure Fueling System Import

- Setup one 3rd party fueling system in the FleetFocus Automated Fuel Screen as a template in both production and non-production.
- Run in a test file in the non-production setup and confirm any necessary changes for production.

Existing FleetFocus Integrations and Initiatives



AssetWorks will provide services to implement the following existing FleetFocus integrations. Services are to include setup in FleetFocus, installation of the integration, configuration in MAXQueue (proprietary middleware), testing in a non-production environment and rollout in a production environment. The following existing integrations have been included:

Existing Integration / Initiative Name	Functional Description
MobileFocus FleetConnect	<p>MobileFocus FleetConnect Scope</p> <p><u>Install / Configure</u></p> <ul style="list-style-type: none"> • Install the MobileFocus licenses for the FleetFocus application. • Configure the data services on the server for use of the mobile solution. • Configure the FleetFocus application for MobileFocus FleetConnect use on tablet devices. This will include the review and setup of users for using FleetConnect on tablet devices and the setup of the program security options to designate user groups who will have access to the specific MobileFocus modules. <p><u>Training</u></p> <ul style="list-style-type: none"> • AssetWorks will provide a structured training session to the users of the FleetConnect solution to include preparation and delivery of standard training materials to facilitate learning the FleetConnect workflows, and a guided walk-through of the solution to facilitate users learning to use the FleetConnect functionality. • Training will be oriented both towards system administrators and end users; includes a maximum of 12 trainees. <p><u>Post Go Live</u></p> <ul style="list-style-type: none"> • AssetWorks will conduct regular check-in/status meetings to review use and issues, as well as additional troubleshooting and coaching for up to 10 business days post go live after which the project will be turned over to AssetWorks' Customer Care. <p>MobileFocus Fleet Connect Assumptions</p> <ul style="list-style-type: none"> • AssetWorks will train up to 12 users to use the FleetConnect mobile application. • Where applicable, standard training materials will be utilized; scope does not include customized training materials. • Customer may be required to upgrade if new features are available for the module that are considered necessary for the project success. • Customer will be responsible for working with the AssetWorks' Professional Services to move the module into a production environment.



Existing Integration / Initiative Name	Functional Description
	<ul style="list-style-type: none"> • Costs are for these services are fixed and do not include applicable taxes. Milestones are to be billed with the amounts noted and described in the milestone schedule of this SOW.

Custom Interface Development

AssetWorks standard procedures for developing an interface include the following tasks:

- Create a preliminary specification which includes interface testing cases
- the City project team reviews the preliminary specification
- AssetWorks updates the specification
- the City project team provides final approval of the specification
- AssetWorks builds and unit tests interfaces on AssetWorks R&D servers before delivering the interfaces install package. The package is only delivered after the interface has passed the AssetWorks QA process.
- AssetWorks and the City incorporate interface into the test environment
- AssetWorks and the City perform integration testing of the interface
- the City installs interface once testing is complete
- AssetWorks Professional Services provides logs of interfaces in the test environment to AssetWorks Support for review and acceptance.
- AssetWorks Support approves the logs and approves for the City to move the interface into the Production environment.
- AssetWorks Support provides ongoing assistance for the interface based on the approved specification design, if anything is requested outside of that specification design and once the interface is in Production a change order will be requested.

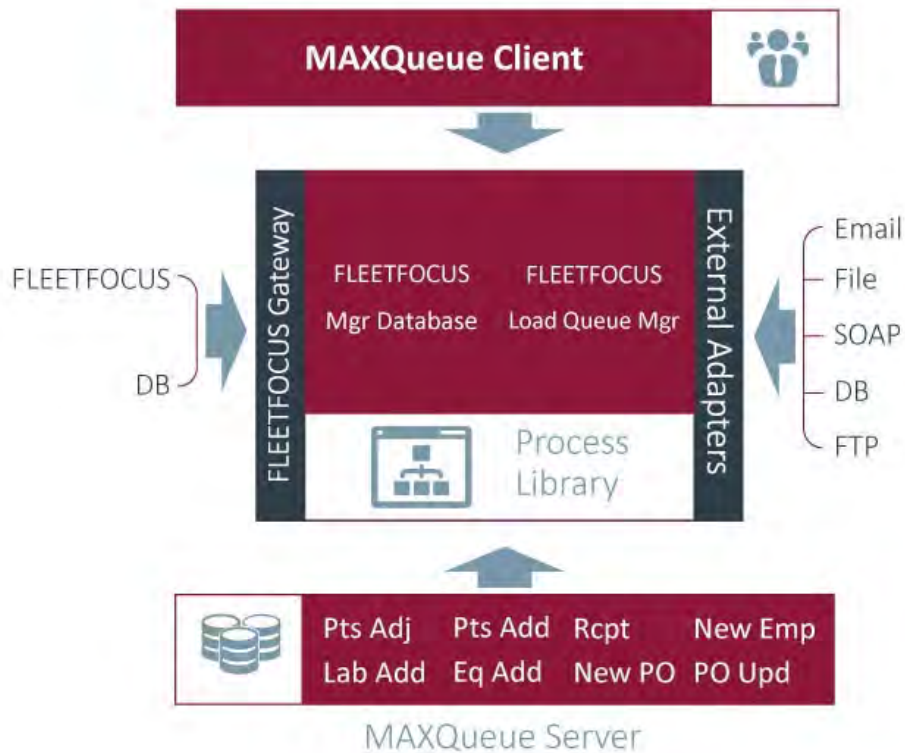
AssetWorks will provide interface planning services to develop a roadmap for the integration between FleetFocus and the City's other systems, as described below. The project team will discuss and specify the data elements required, the time of the exchange, and the method of data exchange. AssetWorks and the project team will develop a mutually acceptable plan and schedule for the work to be completed and identify the resources and timeframe required for the efforts. AssetWorks assumes the City will involve the appropriate staff to reach consensus and decisions on all interface specifications during the discussion and according to the proposed timeline.

When interfacing to applications such as Enterprise Resource Planning (ERP) systems, AssetWorks makes use of XML (eXtensible Markup Language) data streams. Using XML, external applications access MAXQueue, the FleetFocus integration module, to interact directly with the FleetFocus components in real-time, applying all the standard FleetFocus business rules and processing logic. This has the same effect on the data as if it was manually keyed into a standard FleetFocus page.



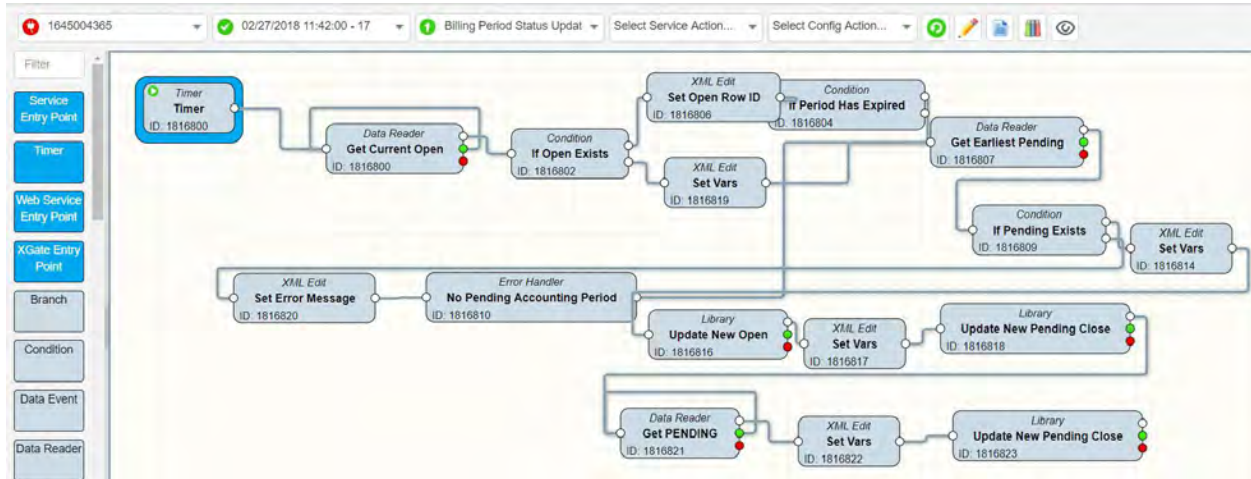
AssetWorks can create an on-demand or scheduled batch interface that uses text files to update or extract records in FleetFocus. When FleetFocus has been interfaced to export data to flat file legacy systems, programs are created that insert rows into the target transaction file. In some cases, intermediary staging tables are used in lieu of file transfers. Using MAXQueue, users can setup recurring schedules to execute individual interfaces. For inbound batch integrations, FleetFocus looks in a standard file directory or to a staging table for incoming data. When data is found, FleetFocus processes the data through MAXQueue in the same manner as the real-time interfaces. For outbound data, when the interface is executed, AssetWorks extracts the data into either a data file or a staging table.

In general, MAXQueue supports a wide range of communication methods and protocols and the ability for different topic subscribers to use different protocols and processes (example: a real-time purchasing interface connecting to a SOAP (Service Oriented Architecture Protocol) server and pulling down XML documents, side-by-side with a batch-driven interface that uses FTP (File Transfer Protocol) to pass a formatted text file). MAXQueue is a separate module from the base application of FleetFocus, allowing it to be installed in a customer's DMZ (if preferred, but not required), allowing communication between internal databases and external vendor systems without compromising network security.



MAXQueue includes a user interface which may allow interfaces to be configured by customers and typically provides the customer with the flexibility to control when and how often interfaces are processed.

When a business event occurs in an AssetWorks product or in the external system, the other product receives pertinent data for further processing, storage, or both. Typically, the data has been completely processed in the initiating product before being passed and it is simply stored in the receiving product for reference purposes.



AssetWorks has is proposing the following interfaces with the City’s other enterprise systems. For each of the following scenarios, AssetWorks has provided the proposed workflow or interface. These recommendations are based on our experience, and best practices for maintenance system integration.

AssetWorks is willing to discuss alternative, more (or less) extensive integration options and designs with the City to ensure the optimum solution. However, for the basis of this SOW, the following assumptions and designs have been incorporated as the basis for the pricing provided. The project team will define a detailed specification for each interface before any development work begins.

Interface Name	Functional Description
<p>Fuel Interface - Fleetwatch to FA</p>	<p>AssetWorks will provide services to build and process a fuel interface for a third-party fuel system into FleetFocus. The interface will expect a single flat file that contains all fuel data across the organization. The File will be loaded to a shared location or FTP location for AssetWorks (if FTP location, a login must be granted with read/write permissions) to pick up for processing and then archiving/file deletion.</p> <p>One file format is required across the organization with one agreed upon overall data mapping from a third-party fuel system to FleetFocus fields. Data sent in the file is required to contain appropriate information to enter or lookup FleetFocus specific code data such as employee/operator ID, etc.</p> <p>Mapping will be able to be configured only for Fuel Types, but must apply generically across all files, or be unique across all, in that the data can only link to one code within</p>



Interface Name	Functional Description
	<p>FleetFocus. Example: File(s) can contain "UNL" and "UN" both which map to FleetFocus' fuel code of "UN" for unleaded. But the values of "UN" within the files cannot be mapped to two different values within FleetFocus; there must only be one fuel type that "UN" or "UNL" matches.</p> <p>Utilizing only a flat file, the interface will go one direction from a third-party fuel system to FleetFocus to create fuel tickets on either the External or Internal Fuel Ticket screen (dependent on the fields utilized) with a maximum of ten (10) fields being sent per fuel ticket line. Basic fields for inclusion in a fuel ticket assumes the following to be sent within the file:</p> <ul style="list-style-type: none"> ○ Date/Time ○ Meter (at time of fueling) ○ Equipment ID (must match FleetFocus ID or match to an associated fuel card ID on fleet equipment record) ○ Fuel Type ○ Quantity ○ Total Price <ul style="list-style-type: none"> ● The interface will only process fuel items; fluids or other product IDs (car wash, etc.) are not included in this quote. ● The interface will not include update to the operator/employee records with any inserts, updates or deletes of those data records. ● The interface assumes usage of all FleetFocus settings out of the box, no additional rules outside of standard application logic to be used such as advanced lookups or data transformations. ● The interface assumes usage of the standard MAXQueue error handler, no additional processing rules for errors will be used. ● If more fields/details, multiple screens or advanced logic is required, it will require a change order. ● The rules for all locations/departments and configurations will be the same, aside from given outlined mapping ability noted above. If other different rules are needed, a requote will be required. ● Customer is responsible for coordinating FTP file transfers. ● All services will be performed remotely using web teleconferencing. ● Testing is client responsibility within 30 days of interface delivery by AssetWorks. ● Costs are for a fixed fee project and do not include applicable taxes. Milestones are to be billed upon delivery of specifications and/or delivery of the custom deliverable(s) with the amounts noted and described in the milestone schedule further below.



Interface Name	Functional Description
Clever to FA - One Way Service Request Create Interface	<ul style="list-style-type: none"> • AssetWorks will create a custom one-way interface to accept Service Requests (from the external system's DVIR Driver write-ups) from the customers external system, Clever. <ul style="list-style-type: none"> ○ Type of Interface: Custom Service Request Creation Integration ○ Source System/Module: Customer DVIR system, Clever ○ Target System/Module: FleetFocus – Service Request module ○ Direction: IN - This is a one-way interface from Clever to FleetFocus. • Delivery timeline to be determined by AssetWorks after signing. Supported current FleetFocus Versions, such as 22.1.x forward. • Quoted as a Flat File processing interface, if method to change (such as to Web service or Staging table) scope and costs would increase. This interface is one-way in only for creation of Service Requests and no data is being sent back to the external system, Clever. • This interface assumes a creation only of Service Requests; no updates may be sent for previously-created Service Requests or any other existing system data. • AssetWorks will then provide the services to process these records and update the FleetFocus Service Request table/screen. No other data being created outside of Service Requests. • All standard validations apply for the use of Service Request. The customer will define the relevant records and structure (i.e., required data such as Asset IDs) in their external system so that a successful processing will occur, or standard validation (errors/rejects) to data may apply. The Customer is required to send the Service request required field list for creation. The customer is responsible for all data formatting to the specified format within their system of record and FleetFocus is a consumer of this data. FleetFocus rules based on logic and settings, must be respected, and all data must be in a AssetWorks' standard and required format. • Interface assumes a maximum of 10-20 fields being sent to one screen/table in FA for incoming Service Requests. • Interface includes 1-2 simple data rules such as (formatting of fields with concatenation). • Interface includes assumption of 1 variable (for default Task to be utilized, as is noted in the request write-up as "default a single generic [...] repair task"); this is not required to be utilized if customer plans to maintain tasks within their system, but the choice (for variable, or maintaining tasks) will be required to be determined during scoping/specification process. • The interface will not connect or communicate direction with the customer's external system. • Interface errors/rejects, as defined in the specification, will be sent to MAXQueue error handler for processing, as standard. Customer is responsible for management of rejects; standard error processing rules and logic of FleetFocus FA will apply.



Interface Name	Functional Description
	<ul style="list-style-type: none"> During the course of this project, the customer must ensure their Test system version matches the version in Production system version, until the interface final testing is approved (signed-off by the customer). Otherwise, a Change order may be required to make the interface compatible to a prior version. <p>Costs are for a fixed fee project and do not include applicable taxes. Milestones are to be billed upon delivery of specifications and/or delivery of the custom deliverable(s) with the amounts noted and described in the milestone schedule further below.</p>

WBS A.5.0 Train & Test

WBS A.5.1 Pre-Training Testing Services

Provide Standard Test Plan

AssetWorks will first provide its standard FleetFocus test plan. the City is responsible for any changes to the test plan. The test plan will consist of but not be limited to the following functional and data validation test cases:

- Add and modify asset information
- Add and modify parts primary information
- Open a repair work order and a work PM order for an equipment unit
- Charge labor to the work orders and verify the charges of hours and costs
- Issue inventory parts to the work orders and verify the charges of quantity and cost as well as proper inventory relief
- Charge commercial charges to the work orders and verify the charges of labor and parts
- Close the repair and PM orders
- Verify work order charges (labor, parts and/or commercial services)
- Adjust parts inventory both upward and downward
- Click on and generate a standard Crystal reports
- Verify a sample of asset master records
- Verify a sample of part master records

Provide Pre-Testing Application Training Workshop

AssetWorks will conduct a Pre-testing Application Training Workshop for customer system administrators, core project team members and key system users (SME's) in various application functions. The goal of this session is to walk the customer through the standard test plan and how to utilize it. It will also cover how to navigate the system and overall system application terms and definitions. The the City Project Manager will be responsible for having the appropriate key personnel from each functional area available for the training sessions.

Testing Methodology



AssetWorks organizes its user testing into functional groups and works with the City to identify the appropriate internal group to participate in testing for their designated functional group(s). Prior to the testing session, AssetWorks will verify the security and access control functions for User Groups with the City. Each group will work through all test cases for a functional group in a single session and document the results. At the end of the testing session, all results are to be submitted to AssetWorks to review with the City.

If a test case was unable to be completed, the cause will be determined, whether it is further training and/or additional configuration needed. If the failed result is not related to training or configuration, it will be submitted to AssetWorks Customer Care to be reviewed and resolved or passed to AssetWorks Product Management for further analysis. Depending on those results, it may require the customer to either upgrade immediately or in a future release and/or decide if the item is critical for the initial go live phase. The core the City project team will make this decision with AssetWorks acting in an advisory role.

The test cases will be repeated until all cases are documented as passed, by each designated group at the City for each relevant functional group as determined by project needs. Note that a project team may opt to not elect to use all core system functionality for the initial project launch. As such, the group will discuss, document, and agree to remove specific test cases in this even from the standard test plan.

Custom interfaces, existing product add-ons (initiatives) and custom reports and enhancements will require testing. That testing occurs within the configuration and training aspects of those tasks and are detailed in the WBS A.4.3 section of the SOW.

All core functional groups are listed below but not limited to these example topics in associated testing areas:

1. Purchasing - replenishment, purchase orders, receipts
2. Asset Management - campaign/recalls, adding/modify equipment
3. Work Management - work orders, service requests, logging time, part requests
4. Materials Management - issuing parts, adding parts, inventory counts, inventory transfers

Testing Document Example:





Add and Modify Equipment Primary Information				
The following tests will all be performed in the Enterprise Portal Screens				
Test #	Test & Expected Result	Pass/Fail	Comments	Tester
1	<p>Add and Modify Equipment Primary records</p> <p>Add records</p> <ol style="list-style-type: none"> Click Screens Search for Fleet Equipment, Component or Stationary Equipment Click New icon Enter the following required fields: <ul style="list-style-type: none"> Basic Info - Equipment ID Basic Info - Model year Basic Info - Manufacturer ID Basic Info - Model ID Basic Info - Equipment type Basic Info - Description Basic Info - Serial number Meter Info - Equipment class for meter types Classes - Equipment class for: Maintenance Classes - Equipment class for: PM Program Classes - Equipment class for: Standards Classes - Equipment class for: Rental rates Classes - Equipment class for: Resources Classes - Asset category ID Locations - Location type: Assigned PM Locations - Location type: Assigned Repair Assignments - Department ID Assignments - Department to notify for PM Accounts - Account ID for Assignment/WO (depends on option) Status - Life cycle status code ID Authorization - Work orders (set to Y as needed) Authorization - Usage tickets (set to Y as needed) Authorization - Fuel tickets (set to Y as needed) 			

Support System Test Plan Execution

AssetWorks will support the core the City team as they test the FleetFocus system features to display the converted data in the test environment, according to the above standard test plan and methodology. The objective is to be able to run through the various testing scenarios, validate the data and system configuration, identify areas for adjustments, and facilitate retesting where needed.

This test plan will be executed according to the schedule agreed upon by the City and AssetWorks during the project. AssetWorks will provide remote support for system testing for up to 16 hours. the City will perform and document the test results within 30 days of receiving the standard test scripts. Assumes both Transit and Facilities groups will test jointly at the same time.

Deliverable for Testing Services

- Deliver FleetFocus out of the box user test scripts to the customer
- Support the customer with questions as customer performs and documents test results



WBS A.5.2 Training Services

The training will be role-based and will differ for trainees from the various organizational and functional areas. Each the City trainee will have the basic skills in the overall use of FleetFocus and strong knowledge of how to use the application in his or her specific job function or area of expertise. The deliverables will not include remedial training for computer skills or any computer-based training.

Training Overview

AssetWorks will provide up to 56 (32 for Transit and 24 for the Facilities group expected with prep time for each) hours of system administration and training in the configured base application and add-on modules for the roll-out of FleetFocus (according to the project plan). Training assumes train-the-trainer approach completed one time for all groups. The max class size is ten (10) participants. If the size of the organization is smaller and meets this class size for sessions such as technical, supervisor and storekeeper, direct end user training will be utilized over a train the trainer approach. Training is included for Fleet and building and bus shelter maintenance technicians and supervisors. This will be a discussion required prior to training between the AssetWorks Project Manager and the City Project Manager.

This assumes that the City's training facility has enough workstations for these training sessions. All training will be held at one central location or remotely as determined by the final agenda and project needs. The topics and workflows included in the training will be those finalized by the City team during the system setup and follow-up tasks. However, the City should remain especially sensitive to necessary last-minute procedural changes or clarifications based on trainee feedback.

AssetWorks recommends that the City schedules their go-live rollout and deploys no more than two weeks after the completion of training for maximum retention of application knowledge.

Training Preparation

AssetWorks will provide its standard training plan, standard training materials and begin scheduling and planning for the training. the City is authorized to tailor the standard training materials to apply branding and match workflows specific to the City. AssetWorks training materials assume all users are familiar with a Windows environment; the AssetWorks training will not include any Windows or remedial computer training.

The training will cover work order functions; parts and labor posting functions; and other common features and transactions. The topics and workflows included in the training will be those finalized by the City team during the system setup and follow-up tasks. Any deviations in the defined and agreed upon workflow will cause delays and added costs to the training.

AssetWorks will provide a master electronic version for the City Project Manager. the City will produce and provide copies (across all roles) of the final training materials for use during the training sessions. the City will be authorized to reproduce and use any training materials for ongoing training within the City.



Training “Sample” Schedule and Typical User Role Participation (exact classes will be listed out for Fleet vs Facilities” when the final training agenda is completed; some can be done jointly but due to different tasks and assets it is ideal to separate where possible.

Class ID	Class Name	Date	Time	Participants
FF101	Work Management Portal - Part 1	Day 1	8:00 am – 12:00 pm	Supervisor Service Writer Fleet Manager Admin Office
FF102	Work Management Portal - Part 2	Day 1	1:00 pm – 5:00 pm	Supervisor Service Writer Fleet Manager Admin Office
FF103	Technician Portal	Day 2	8:00 am – 12:00 pm	Technician Supervisor Fleet Manager
FF103	Technician Portal (*offered twice to ensure daily operations are properly maintained)	Day 2	1:00 pm – 5:00 pm	Technician Supervisor Fleet Manager
FF104	Storekeeper Portal	Day 3	8:00 am – 12:00 pm	Storekeeper Fleet Manager Admin Office
FF105	Enterprise Purchasing and Inventory Management	Day 3	1:00 pm – 5:00 pm	Storekeeper Fleet Manager Admin Office
FF106	Service Request Portals	Day 4	8:00 am – 10:00 pm	Fleet Manager Admin Office
FF107	Fleet Administrator and Equipment Management	Day 4	10:00 am – 12:00 pm	Supervisor Fleet Manager Admin Office
FF108	Reporting Portal	Day 4	1:00 pm – 3:00 pm	IT Fleet Manager Admin Office
FF109	Ad Hoc Query Portal	Day 4	3:00 pm – 5:00 pm	IT Fleet Manager Admin Office



FF110	Application Administrator	Remote	4 hours	IT Fleet Manager Admin Office
-------	---------------------------	--------	---------	-------------------------------------

Training Courses

FF101 - Work Management Portal – Part 1

In this course, participants will learn how to use the FleetFocus Work Management portal to manage the daily operations within the maintenance areas. In hands-on exercises, participants will practice creating repair and PM work orders, directing employee assignments, accessing equipment work order history, managing service requests, generating shop schedules and multi-unit work orders, and executing reports. Training will cover the areas below and additional areas necessary to answer questions regarding shop operations.

- Work Management Portal overview
- Gadgets & Layout options
- Work Orders – Repair
- Equipment Due for PM/Inspection
- Work Orders – PM
- Work Order assignment
- Work Orders – Posting Charges (*after the fact*)
- Work Orders – Reviewing Charges
- Work Orders – Finishing/Closing
- Work Orders – Printing
- Work Order Summary
- Commercial Charges
- Parts Requests

FF102 - Work Management Portal – Part 2

In this course, participants will learn how to use the FleetFocus Work Management portal to manage the daily operations within the maintenance areas. In hands-on exercises, participants will practice creating repair and PM work orders, directing employee assignments, accessing equipment work order history, managing service requests, generating shop schedules and multi-unit work orders, and executing reports. Training will cover the areas below and additional areas necessary to answer questions regarding shop operations.

- Review of Maintenance Coding structures
 - PM class codes
 - PM checklist items
 - Task codes, etc.
- Filtering in the Work Management Portal
- Using the Asset Viewer
- Shop Calendar



- Employee Management
- Time Sheets
- Historical Costs
- Service Requests/Defects
- Generating Work Management Portal reports
- Work Order – Multi-unit (*as needed*)

FF103 - Technician Portal

In this course, participants will learn how to use the FleetFocus Technician portal as a maintenance tool to manage tasks they perform on a day-to-basis. In hands-on exercises, participants will practice accessing the system, clocking in and out, viewing work status and assignments, managing individual time reporting, posting time to work order tasks, changing/adding tasks to work orders, requesting parts, completing PM checklists, and creating service requests.

- Technician Portal overview
- Review of Critical Coding structures
 - Task codes
 - Work Accomplished Codes
 - Work Delay Codes
 - Priority Codes
- Technician Portal – Work Orders
 - Clock in and out
 - Using the Asset Viewer
 - View work status and assignments
 - Job on and off tasks (*real-time*)
 - View work order history
 - Find existing work orders
 - Putting work orders in delay
 - Work Order Main page and action buttons
 - Modify tasks
 - Request parts and commercial services
 - Add notes to work orders and tasks
 - Search for existing work orders
 - Work order postings (*after the fact*)
 - Complete PM checklist items (*as needed*)
 - Finish work order
 - View personal daily timesheet
 - Generating technical portal reports
- Technician Portal – Indirect time tracking



FF104 - Storekeeper Portal

In this course, participants will learn how to use the FleetFocus Storekeeper Portal as a tool to manage part transactions coming from the shop daily. In hands-on exercises, participants will practice issuing parts, cancelling part requests, creating new parts, ordering parts on a requisition or purchase order, receiving parts, and returning parts to stock and a vendor.

- Enterprise Portal
 - System Operation & Navigation
 - Using the Filter to Search for Data
 - Part Primary
 - Part Location
 - Vendor/Part Information

- Storekeeper Portal
 - Overview
 - Part request management
 - Part request detail
 - Set Notify flag
 - Issue parts
 - Ordering from part requests
 - Purchase order management
 - Updating purchase orders
 - Creating purchase orders
 - Line-item overview
 - Receiving parts
 - Deleting lines on a purchase order
 - Returning parts to a vendor
 - Creating a new part
 - Editing an existing part
 - Direct Issues
 - Generating Storekeeper Portal reports

FF105 - Enterprise Purchasing and Inventory Management

In this course, participants will learn how to use FleetFocus to manage more complex areas of inventory management including enterprise purchasing setup, enterprise purchasing flows and replenishment management and inventory counts.

- Enterprise Purchasing Workflow
- Enterprise Purchasing codes
- Enterprise Portal
 - Inventory Replenishment



- Cross References
- Vendor Contracts
- Historical Costs
- Inventory Counts
- Generating Enterprise Purchasing reports

FF106 - Service Request Portals

In this course, participants will learn the basics of the FleetFocus Service Request module. This module is used for end users outside of the asset maintenance operation to view equipment and add in a service request.

- View Assets
- View Service Requests
- Enter Service Requests

FF107 - Fleet Administrator and Equipment Management

In this course, participants will learn how to use FleetFocus for managing the master equipment records, defining technical specifications/subsystems and recording fuel information. In hands-on exercises, participants will practice entering new assets, entering, and updating subsystems and properties information, campaign management, accident tracking, and posting fuel records.

- Intro to FleetFocus
 - Enterprise Portal introduction
 - System Operation & Navigation
 - Using the Filter to Search for Data
- Fleet Equipment – Adding & Disposing assets
- Component - Adding/Disposing assets
- Component Relationships
- Assignment History
- Subsystems and Parts / Equipment Attributes
- Accident tracking
- Multi-Unit Projects & Recall Campaigns
- Historical Costs
- Equipment Renumbering
- Equipment Warranty
- Meter Readings – Assignments – Usage
- Fuel Management
 - Setting up assets for fueling
 - Internal Fuel Tickets
 - External Fuel Tickets
 - Automated Fuel Tickets
 - Generating Equipment Management reports



FF108 - Reporting Portal

In this course, participants will learn the basics of reporting in the FleetFocus system. It will cover both how to run existing Crystal reports, add them to favorites, set filters, and schedule them. This training does not cover creating or modifying out of the box Crystal reports or any SQL language queries.

- Running Crystal Reports
- Scheduling Reports
- Exporting Reports

FF109 - Ad Hoc Query Portal

In this course, participants will learn the basics of reporting in the FleetFocus system. This session will cover the basics of the FleetFocus Ad Hoc Query module that allows an end user to create simple queries of data from the system. AssetWorks will review a sampling (3) of the created, out of the box ad hoc queries. AssetWorks will not create new customer specific custom reports during the class.

- Running Ad Hoc Reports
- Building Ad Hoc Reports

FF110 - Application Administrator

In this course, participants will learn the basics of managing the FleetFocus system from an application administrator perspective. It will cover adding and deactivating users, creating user groups, setting up UI controls, applying screen rights and viewing logs, setting up portals and general system admin rights as well as many other features.

- Admin Mode
 - UI Controls
 - Bulk Edit
- Control Rights
- Screen Rights
- Report Rights
- User Security
 - Options
 - Users
 - User Groups
- Employee & Operator – adding and disabling
- Table Management
- End of Period
- Activity Log
- Web Administration
 - Confirm Version
 - Health Check
 - System Logs
 - View Database Model
 - Adding and managing tabs / module types



- Quick Links
- Welcome
- Announcements
- Events
- Contacts
- Web Modules Configuration
 - Web Module - Gadgets & Layout options (i.e., Work Management Portal, etc.)
 - Asset Profiles
- MAXQueue Designer Overview (*optional – pending project requirements*)

the City will identify at least one “key user” on each shift to closely support the cutover, particularly after the training concludes. This individual will be responsible for answering initial end user questions and, most importantly, implementing subsequent changes or alterations to the documented procedures. AssetWorks recommends that these “key users” be those that attended the core team training sessions described above.

Deliverables for Training Services

- Deliver FleetFocus standard training agenda
- Deliver FleetFocus electronic standard training material; not customized
- Deliver FleetFocus training classes
 - FF101 - Work Management Portal – Part 1
 - FF102 – Work Management Portal – Part 2
 - FF103 – Technician Portal
 - FF104 – Storekeeper Portal
 - FF105 – Enterprise Purchasing and Inventory Management
 - FF106 – Service Request Portals
 - FF107 – Fleet Administrator and Equipment Management
 - FF108 – Reporting Portal
 - FF109 – Ad Hoc Query Portal
 - FF110 – Application Administrator



WBS A.6.0 Deployment

WBS A.6.1 Prepare for Cutover

AssetWorks will work with the City to stage and prepare the system roll-out/cutover. This includes final validation of system readiness and sign off by the City acknowledging that the go-live is approved to proceed. AssetWorks will work with the City to document the specific cut-over steps and transition operations within the new system utilizing a standard go-live checklist to verify that all items have been completed. It is anticipated that there will be one (1) production roll-out. The onsite go live will be split for time with both the “transit” and “facilities” groups across 4 to 5 days onsite and the remaining time to be remote. The approach is to be discussed with the implementor and customer to ensure the approach will work best for both groups.

WBS A.6.2 Production Cut Over

the City will commence “live” operations using FleetFocus. AssetWorks staff will provide up to 48 hours of go live preparation, on-site and remote “go live” assistance for the City operation. This step is critical to success.

During the go-live week, AssetWorks and the City project team that received “train-the-trainer” training will provide refresher training and assistance on the shop floor, parts room, and back-office staff to ensure a smooth transition. AssetWorks will also work with the System Administrator and Subject Matter Experts to provide escalated level technical and application support and to troubleshoot any issues related to data integrity and application setup and configuration. AssetWorks will document any issues that occur during the go-live, and where issues are related to the planned production deployment, provide follow-up support to the City system administrators and project team.

During the initial deployment period, AssetWorks will provide support during normal working hours. When possible and agreed, AssetWorks will provide support to multiple shifts on a given day (e.g., by covering the last four hours of one shift and the first four hours of a second shift).

AssetWorks will remain closely involved during this very critical period. AssetWorks will have one resource on-site for the go live week. During the second week, AssetWorks will be available remotely on an as-needed basis to answer questions and make sure the cut-over is progressing well. Of course, additional on-site and off-site support and new development and/or items not part of the original production deployment plan are available to the City under a separate Statement of Work.

After this first week of go live AssetWorks will begin to transition the City to our Customer Care department for follow up support and ticket management.

However, an additional **40** hours of post-go-live support have been provided to the City for the Professional Services team to assist in areas of follow-up and further training required. the City can be transitioned to Customer Care and still utilize these Professional Services to refine and smooth out new processes in the months after go-live with an Implementation Consultant.

Of course, ongoing on-site and off-site support is available to the City under a separate Statement of Work should the City require more assistance. AssetWorks recommends yearly refresher training engagements with Professional Services to ensure system the City is utilizing the system properly and for the full potential preferred by the City.



Deliverable for Deployment Services

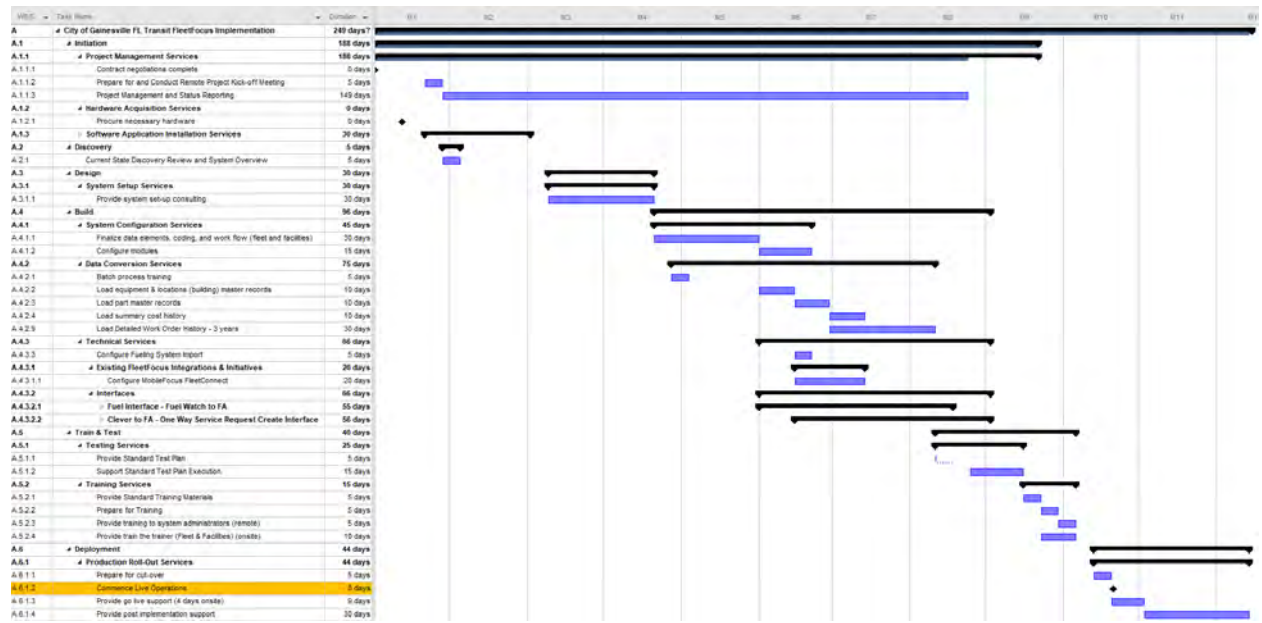
- Customer begins use of FleetFocus in a live production operation
- Production rollout support for up to 48 hours
- Post Go Live support for up to 40 hours



FleetFocus Preliminary Schedule

AssetWorks proposes the following schedule to accomplish the tasks described below. This schedule is subject to change and dependent upon individual conditions and circumstances encountered during the project. AssetWorks will work with the City’s project team during project kick-off to finalize the project schedule, which might extend or reduce the timeline below. Services marked as “Optional” are not included in the project schedule. If later elected, the schedule will be updated after the project kick-off by the assigned AssetWorks project manager to determine the proposed timeline with the new selection of products and services.

Project Initiation Timeline



Below is an outline of what to expect following an executed contract with AssetWorks for a FleetFocus project. Named AssetWorks resources are assigned after contract execution.

- Project assigned to an AssetWorks Project Manager – within one week after contract execution
- Installation of initiated - within one week after contract execution; earlier when possible.
- Project hand off call between AssetWorks Account Manager, the City and AssetWorks Project Manager – within two weeks of PM assignment
- Project kick off meeting scheduled between AssetWorks Project Manager, Implementation Consultant and the City - within two weeks after project hand off call.
- Initial system setup meeting between Implementation Consultant and the City - within two weeks after project kick-off meeting or at a time mutually agreed upon by both parties.
- All other project execution activities follow the system setup sessions and will provided between the project plan and the Project Implementation Guide managed by AssetWorks.

FleetFocus Milestone Schedule

Professional services other than custom interfaces, enhancements and existing integrations/initiatives will be



provided on a **Time & Materials** basis. Any custom interfaces, enhancements, existing integrations/initiatives and other modules as noted above will be provided on a **Fixed Fee** basis with specific milestone amounts and adheres to the milestone schedule listed below.

IN Scope Milestones			
Milestone #	Category/ Product	Milestone Name	Milestone Amount (USD)
Milestone 1	Hosting/SaaS	SaaS Environment - One Time Setup Fee	\$5,280 USD
Milestone 2	Hosting/SaaS	SaaS Reporting Environment - One Time Setup Fee	\$2,640 USD
Milestone 3	FleetConnect	Installation of FleetConnect Data Services in Non-Production Environment	\$5,280 USD
Milestone 4	FleetConnect	Deliver FleetConnect Training	\$5,280 USD
Milestone 5	Custom Interface	Approved Fuel Interface - Fleetwatch to FA Specification	\$4,840 USD
Milestone 6	Custom Interface	Deliver Fuel Interface - Fleetwatch to FA in MAXQueue Package for Download	\$4,840 USD
Milestone 7	Custom Interface	Approved Clever to FA - One Way Service Request Create Interface Specification	\$11,000 USD
Milestone 8	Custom Interface	Deliver Clever to FA - One Way Service Request Create Interface in MAXQueue Package for Download	\$11,000 USD

FleetFocus Optional Services

Any items listed as optional in the AssetWorks Order Form and not noted in the above Statement of Work can be added upon request. A full scope, deliverables, pricing and timeline will be appended into this SOW and presented back to the customer for review and prior to any final contract signatures.



FleetFocus Standard Assumptions

The following general assumptions apply to this proposal:

General

- Professional services other than custom interfaces, enhancements and existing integrations/initiatives and other modules will be provided on a **Time & Materials** basis.
- Any custom interfaces, enhancements, existing integrations/initiatives and other modules as noted above will be provided on a **Fixed Fee** basis with specific milestone amounts and adheres to the milestone schedule listed above.
- All professional services delivered will be invoiced at the beginning of each month following their delivery.
- For all time and materials work provided in this Scope of Work as noted above, a signed change order and/or other legally approved amendment must be provided from the customer in order to proceed with the billing of additional costs not contained in this scope of work. The only exception being travel costs as that is variable and travel is provided as an estimate.
- Any onsite services provided are done so as a minimum of three (3) days onsite and require a minimum of eight (8) hours a day to be billed by an AssetWorks' resource or four (4) hours if the resource is available for an additional half day.
- This Statement of Work assumes the customer is properly licensed/subscribed for the necessary module(s) to utilize any areas which require licensing/subscription as part of the delivery of professional services and custom development services.
- Only the modules identified in the accompanying license/SaaS agreement and also specifically noted in this Statement of Work are to be implemented.
- Modules and/or product enhancement services purchased after implementation has begun will require a change order or separate statement of work for services related to installation, setup, configuration and training.
- All modules and product functionality to be delivered as part of this Statement of Work assumes out of the box usage of FleetFocus. Out of the box usage assumes implementation is limited to only fields and functionality available in FleetFocus at the time of implementation and that implementation adheres to the FleetFocus data type and field length for all available fields, unless noted otherwise.
- Where applicable, standard training materials will be utilized; scope does not include customized training materials.
- Travel expenses will be reimbursed as incurred. Expenses include actual costs for lodging, air and ground travel and per diem rates for meal expenses (corporate rate/government agreement).
- This Statement of Work does not include any costs associated with third party vendors or software not already provided by AssetWorks that may be needed to complete the implementation.
- AssetWorks is the author, owner, distributor and sole source provider of fleet management software, professional services and maintenance services for the FleetFocus™ family of products which includes FleetFocus, FASuite, CAM, AssetWorks EAM, M5, MCMS, FuelFocus, M4 and FleetFocus™. Use of the products is subject to the Software License Agreement.
- If this order is abandoned/paused by the City for any reason mid-effort, the City will be billed for all of AssetWorks time incurred at the current contracted labor rate.



Customer Resources

- All functional and operational groups who will be using and/or impacted by the new system should participate in all the sessions which will be conducted once. Repeating previously run sessions may require a change order for additional project budget.
- the City will provide the resources described in this Statement of Work to ensure a successful implementation of the products.
- the City will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for AssetWorks' Customer Support department.
- All key the City project team resources will be committed to the project as of the project start date.
- the City commits to training appropriate functional and technical resources as required.
- the City is responsible for all manual data entry.
- the City will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system. If additional meetings are required to repeat discussions due to the unavailability of the City resources, additional cost will be invoiced.
- AssetWorks will provide onsite training to the City (as outlined above) in a classroom environment suitable for training. AssetWorks recommends class size to not exceed 10 users to ensure proper attention can be given to individual users and maintain the needed pace to ensure training sessions are completed in a timely manner consistent with the training schedule. If training is proposed as all remote, then web conferencing tools will be used in place but the customer is still encouraged to not exceed 10 users to allow for effective training.
- the City will be responsible for preparing the training facility. The training facility should include hardware comparable to that found in the actual work place. Some end-user training can take directly in the storerooms or on the shop
- All training sessions will be based on standard application training materials. the City will be responsible for customizing training materials to meet its implementation requirements.
- the City will make appropriate technical resources available to AssetWorks' consultants.
- In the event that the City schedules on-site services and due to circumstances within the City's control AssetWorks' scheduled personnel are unable to perform such services, AssetWorks will be entitled to payment for each such scheduled personnel on the basis of an 8-hour day.
- AssetWorks will need assistance from the City to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

Infrastructure

- the City will provide a project work area and infrastructure at the centralized implementation location appropriate for the size of the combined the City/AssetWorks project team. This infrastructure should include desks, chairs, telephones, and workstations with network access to printers and to the applications and implementation databases.
- AssetWorks' consulting estimates do not include installation and/or configuration of any computer hardware and peripheral equipment.
- the City will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
- the City is responsible for providing browser access to the FleetFocus™ application.
- the City is responsible for providing and maintaining TCP/IP connectivity with sufficient bandwidth from all user workstations to the FleetFocus™ servers.



- the City will receive all standard, out-of-the-box reports with the purchase of the reporting module; the reporting module leverages the Crystal Reports Server OEM Edition license. A non-production and production reporting environment will be available.
- the City will utilize a single production FleetFocus™ database. A test database instance will also be implemented.
- The following information technology services are not included in this Statement of Work: network connections; telecommunications network(s); operating system, network and database administration; disaster recovery planning; the acquisition, installation, testing and tuning of any required hardware, operating software, peripherals and communications infrastructure.

Project Management and Risk Factors

- the City and AssetWorks will agree on scope, services, and deliverables for optional modules and services prior to the Notice to Proceed.
- the City project manager will be responsible for obtaining any required authorizations, approvals and/or signoffs by the City related to project deliverables and project progression in a timeframe in alignment with the project work plan. Delays to this process as well as any the City tasks not completed within the work plan timeframe will be subject to the Change Order Management process, delayed deadlines, and increased services fees.
- This Statement of Work does not include the expenses associated with the City or the City resources assigned to the project.
- the City remains responsible for all integration effort not described in this Statement of Work
- The project schedule is contingent upon the timely attainment of several external milestones that are outside the control of AssetWorks. Examples include but are not limited to the acquisition of the requisite software licenses and hardware and the approval of requisite capital appropriation requests as required.
- Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and the City will discuss these changes in good faith at their earliest opportunity.
- This proposed Statement of Work includes implementation support for only those optional modules, interfaces, and modifications listed in the task list. Any change to the proposed Statement of Work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements or change orders.
- Unless otherwise noted, all integration, enhancement and report development effort quoted in this proposed Statement of Work are an estimate based on AssetWorks' experience providing similar services for other clients based on our current understanding of the requirements. AssetWorks will develop a detailed Development Specification for all services before proceeding with any development.
- This Statement of Work includes services to determine the City's requirements and preparing the development specifications and quotes for only those development items identified in this Statement of Work. Any requirement analysis and specification work for additional items not identified in this Statement of Work would be done on a time and materials basis.

Project Delays

- When Professional Service days are contracted, they are removed from AssetWorks' capacity and considered sold to the customer, and as a result AssetWorks makes financial plans based upon the revenues it expects to achieve from the full performance of the contract. It is impossible for AssetWorks to know in advance whether or under what circumstances it would be able to resell the service days if the customer does not use them, either as the result of delaying or canceling meetings, tasks or deliverables. In most instances, when customers do not use the contracted time, AssetWorks is unable to resell those days or services. Even when days or services may be resold, it is costly to re-market the services, and such efforts divert effort to do so. While customer days have been held out of AssetWorks' capacity planning, AssetWorks may have turned away or delayed the start of other customers in order to meet AssetWorks'



commitment to the customer. For these reasons, AssetWorks and the customer agree that in the event of delay or cancellation of scheduled project tasks and meetings at the customer's request within two weeks of execution, AssetWorks shall be due compensation equal to the contracted amount to deliver the services cancelled including any travel expenses incurred in preparation for the delayed or cancelled services.

Technical Services / Interfaces

Custom Reports Standard Terms

- All custom reports require a licensed and installed Reporting Module in a non-production and production environment for reports to be run from the FleetFocus web portal.
- If AssetWorks is contracted to make modifications to a customer created report and identifies areas with incorrect design and/or data, AssetWorks will notify the customer immediately. If the customer requires AssetWorks to resolve the issue, it will require a change order.
- Customer is responsible for working with AssetWorks' Professional Services to provide their business process and identify specific system data mapping/elements requirements for the purposes of developing an approved functional and technical specifications for AssetWorks' Development to proceed with building a custom report.

Product Enhancements Standard Terms

- For all product enhancements, full and final design details will be determined by AssetWorks Product Management during the internal scoping process and discussed with the customer. Exact naming conventions and fields are subject to change upon creation of the specification document and final design by AssetWorks.
- For all product enhancements, if the quoted design details are requested to change, all other noted scope and assumptions are negated and a re-quote or change order will be required.
- All enhancement services must be re-quoted and AssetWorks reserves the right to adjust the quoted delivery version and standard delivery timeline, if not signed with 30 days of delivery of the quote or earlier if noted above.

Custom Notifications Standard Terms

- The custom notification(s) assume usage of all FleetFocus settings out of the box, no additional rules outside of standard application logic are to be used such as advanced lookups or data transformations unless noted above in the scope and assumptions.
- Notification(s) is quoted for only supported versions and only for a specific version if noted above in the scope and assumptions.
- This notification(s) will be delivered in a future release if specified above or a custom package for customer's current version, as determined by AssetWorks during development phase. Notifications are quoted for only supported versions and assumed logic is quoted utilizing the latest major build release.
- All custom notification(s) require a licensed and installed MAXQueue Integration Module in a non-production and production environment.

Custom Interfaces Standard Terms



- The custom interface(s) assumes usage of all FleetFocus settings out of the box, no additional rules outside of standard application logic are to be used such as advanced lookups or data transformations unless noted above in the scope and assumptions.
- Interface is quoted for supported versions and only for a specific version if noted above in the scope and assumptions.
- The interface will be delivered in a future release if specified above or a custom package for customer's current version, as determined by AssetWorks during the development phase. Interfaces are quoted for supported versions and assumed logic is quoted utilizing the latest major build release. If a version of the interface is requested to be delivered that is lower than the version noted in the approved specification, it will require a change order.
- The customer must ensure their non-production system version matches the production system version until final interface testing is complete. Otherwise, a change order may be required to ensure the interface is compatible to a prior version.
- Interface errors or rejects will be sent to the MAXQueue error handler to review/reprocess. Customer is responsible for the management of errors/rejects; standard error processing rules and logic of FleetFocus will apply.
- Customer is responsible for any errors outside of FleetFocus from any external system, and these will not be processed through FleetFocus.
- Unless noted above in the specified interface scope and assumptions, all custom interfaces quoted only allow for all errors to be directed to a single MAXQueue error portal for review and re-processing. If as an example, multiple groups within an organization need to see separate errors based on variable criteria or by their group in different MAXQueue error portals, it would be considered a change request.
- Customer is responsible for working with AssetWorks' Professional Services to provide their business process, provide relevant files, web services schemas, coordinate FTP file transfers and identify the external system data mapping/elements requirements (i.e., web services, XML, APIs, etc.) for functional and technical specification(s) creation, development and/or quality assurance purposes.
- Customer is responsible for building the other side of the interface(s) for the external system(s) to push and pull data based on the direction specified as part of the interface; customer is also responsible for resolving any firewall issues related to accepting or sending data on their side.
- If using web services or APIs, the customer must provide a fully maintained web service and API from the external system. The interface assumes the 3rd party technology is available within the FleetFocus standards to be able to access these methods and services. The customer's system must be capable of providing AssetWorks with the proper services and/or connections so that FleetFocus can distinguish data updates such as "INSERT" and "UPDATE" data and send items using triggers rather than timers. FleetFocus will process each change in this method specified, as it is received. FleetFocus assumes no call backs from 3rd party system web services or APIs that require additional data transformations unless otherwise noted in the scope.
- If the integration is scoped to accept attachment transfers, the customer must send one file per transaction and must send them in the FleetFocus supported format.
- All custom interface(s) require a licensed and installed MAXQueue Integration Module in a non-production and production environment.

Custom Deliverable(s) Standard Terms

- This quote assumes customer is properly licensed for necessary module(s) to utilize any areas which require licensing.
- All custom deliverable(s) (interfaces, reports, enhancements and/or notifications) or changes to out of the box reports and/or notifications assumes that only fields, screens and tables currently available



within FleetFocus are available to be sent and all fields utilized adhere to the FleetFocus data type and field length of the specific field, unless noted above in the scope and assumptions of this Statement of Work.

- All technical services must be re-quoted and AssetWorks reserves the right to adjust the quoted delivery version and standard delivery timeline, if not signed with 60 days of delivery of the quote or earlier if noted above.
- Core software features are not eligible for patch back or delivery cycle outside of standard release unless an adjusted delivery cycle is expressly specified in this document. Customers must upgrade to a new major version to receive and test these features.
- Development delivery timelines will be set upon signature of the specification by the customer; these dates will be coordinated as part of the project plan once specifications are signed.
- For AssetWorks to begin development, a customer approved custom deliverable specification(s) with data mapping to the FleetFocus database must be reviewed, approved, and signed by the customer; this includes any iterations after the initial approval.
- Signed functional and technical specification(s) take precedence on all design and development.
- Approval of all functional and technical specifications are required by the customer within 30 days of delivery by AssetWorks or AssetWorks reserves the right to adjust the delivery version and delivery timeline, unless otherwise noted.
- Testing is the customer's responsibility and expected to be completed within 30 days of delivery of the custom deliverable(s) by AssetWorks, unless otherwise noted. If the custom deliverable(s) is a product enhancement, the Customer will be required to complete testing in the first available version containing the product enhancement, including an early delivery release if made available.
- All services will be performed remotely using web teleconferencing, unless otherwise noted.
- Non-production and production are required to be on a generally available (GA) release and the supported version(s) per assumptions noted above for custom deliverable(s).
- Customer may be required to upgrade, if FleetFocus business logic changes in future releases that impacts the dependencies for the custom deliverable(s). Upgrade services for FleetFocus are not included, unless otherwise noted.
- If customer changes their database type after signing design specifications a change order will be required.
- If a customer's internal systems (i.e., ERP) require any additional analysis, configuration and/or development to support the proposed custom deliverable(s), AssetWorks assumes the customer will provide internal resources to immediately resolve any work and/or process resolution needed to support the agreed upon project timeline. If AssetWorks is required to assist, a change order will be necessary.
- Customer will make appropriate technical resources available to AssetWorks' consultants and have all of the necessary and appropriate personnel at meetings for the purpose of defining the requirements of the system and project.
- Customer will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for the AssetWorks' Professional Services and Customer Care team.
- AssetWorks assumes customer utilizes an internal system administrator to maintain all aspects of FleetFocus configuration, user training and system administrator duties including the setup of all FleetFocus data (customer responsibility) as required to support this custom deliverable(s).
- Customer will be responsible for working with the AssetWorks' Professional Services and Customer Care teams to move the custom deliverable(s) into a production environment. Sign-off is required to move the custom deliverable from test to production and a secondary sign-off is required once in production for Customer Care to support the custom deliverable. As enhancements are delivered in a general release, there is no sign-off process to put them in a production environment.



- Annual maintenance for quoted custom deliverable(s) is billed upon delivery of the item(s) as defined the scope.

Logistical and Scheduling Support

AssetWorks will need assistance from the City to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

Procedures for Handling Change Orders

If there is a change to the scope, or additional requirements to the project, these will be documented in the project change log, and the AssetWorks PM will review these potential changes with the City PM to determine the need and priority for the change. If the change is something that will be required, then the next determination would be who will be responsible for executing the change, if the change will result in a change of scope requiring additional support or effort from AssetWorks a formal change order request will be developed and provided to the City for review and approval to be added to the scope of work. Any changes to the scope of work will be reflected in the project decision log and will result in updates to the project scope of work, schedule, and budget, including the addition of any additional milestones. Only after all parties agree on the need for the change, and the plan for integrating the change into the overall implementation project plan, will AssetWorks begin work on this change.

Confidentiality

This proposed Statement of Work (SOW) contains CONFIDENTIAL INFORMATION of AssetWorks INC. In consideration of the receipt of this document, the City agrees to not reproduce or disclose this information except to the City employees directly involved on a "Need to Know" basis.



FleetFocus Implementation

ID	WBS	Task Name	Duration	M-1	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13
1	A	City of Gainesville FL Transit FleetFocus Implementation	249 days?	[Gantt bar from M-1 to M12]													
2	A.1	Initiation	188 days	[Gantt bar from M-1 to M9]													
3	A.1.1	Project Management Services	188 days	[Gantt bar from M-1 to M9]													
4	A.1.1.1	Contract negotiations complete	0 days	[Start marker at M-1]													
5	A.1.1.2	Prepare for and Conduct Remote Project Kick-off Meeting	5 days	[Gantt bar from M1 to M1]													
6	A.1.1.3	Project Management and Status Reporting	149 days	[Gantt bar from M1 to M8]													
7	A.1.2	Hardware Acquisition Services	0 days	[Start marker at M1]													
8	A.1.2.1	Procure necessary hardware	0 days	[Start marker at M1]													
9	A.1.3	Software Application Installation Services	30 days	[Gantt bar from M1 to M2]													
12	A.2	Discovery	5 days	[Gantt bar from M1 to M1]													
13	A.2.1	Current State Discovery Review and System Overview	5 days	[Gantt bar from M1 to M1]													
14	A.3	Design	30 days	[Gantt bar from M2 to M3]													
15	A.3.1	System Setup Services	30 days	[Gantt bar from M2 to M3]													
16	A.3.1.1	Provide system set-up consulting	30 days	[Gantt bar from M2 to M3]													
17	A.4	Build	96 days	[Gantt bar from M3 to M7]													
18	A.4.1	System Configuration Services	45 days	[Gantt bar from M3 to M5]													
19	A.4.1.1	Finalize data elements, coding, and work flow (fleet and facilities)	30 days	[Gantt bar from M3 to M5]													
20	A.4.1.2	Configure modules	15 days	[Gantt bar from M5 to M6]													
21	A.4.2	Data Conversion Services	75 days	[Gantt bar from M3 to M6]													
22	A.4.2.1	Batch process training	5 days	[Start marker at M4]													
23	A.4.2.2	Load equipment & locations (building) master records	10 days	[Gantt bar from M5 to M6]													
24	A.4.2.3	Load part master records	10 days	[Gantt bar from M6 to M7]													
25	A.4.2.4	Load summary cost history	10 days	[Gantt bar from M7 to M8]													
26	A.4.2.9	Load Detailed Work Order History - 3 years	30 days	[Gantt bar from M6 to M8]													
27	A.4.3	Technical Services	66 days	[Gantt bar from M5 to M8]													
28	A.4.3.3	Configure Fueling System Import	5 days	[Gantt bar from M6 to M6]													
29	A.4.3.1	Existing FleetFocus Integrations & Initiatives	20 days	[Gantt bar from M6 to M7]													
30	A.4.3.1.1	Configure MobileFocus FleetConnect	20 days	[Gantt bar from M6 to M7]													
31	A.4.3.2	Interfaces	66 days	[Gantt bar from M5 to M8]													
32	A.4.3.2.1	Fuel Interface - Fuel Watch to FA	55 days	[Gantt bar from M5 to M8]													
39	A.4.3.2.2	Clever to FA - One Way Service Request Create Interface	56 days	[Gantt bar from M6 to M9]													
47	A.5	Train & Test	40 days	[Gantt bar from M8 to M10]													
48	A.5.1	Testing Services	25 days	[Gantt bar from M8 to M9]													
49	A.5.1.1	Provide Standard Test Plan	5 days	[Start marker at M8]													
50	A.5.1.2	Support Standard Test Plan Execution	15 days	[Gantt bar from M8 to M9]													
51	A.5.2	Training Services	15 days	[Gantt bar from M9 to M10]													
52	A.5.2.1	Provide Standard Training Materials	5 days	[Start marker at M9]													
53	A.5.2.2	Prepare for Training	5 days	[Start marker at M9]													
54	A.5.2.3	Provide training to system administrators (remote)	5 days	[Start marker at M9]													
55	A.5.2.4	Provide train the trainer (Fleet & Facilities) (onsite)	10 days	[Gantt bar from M9 to M10]													
56	A.6	Deployment	44 days	[Gantt bar from M10 to M12]													
57	A.6.1	Production Roll-Out Services	44 days	[Gantt bar from M10 to M12]													
58	A.6.1.1	Prepare for cut-over	5 days	[Start marker at M10]													
59	A.6.1.2	Commence Live Operations	0 days	[Start marker at M10]													
60	A.6.1.3	Provide go live support (4 days onsite)	9 days	[Gantt bar from M10 to M11]													
61	A.6.1.4	Provide post implementation support	30 days	[Gantt bar from M10 to M13]													

PRICE PROPOSAL

The pricing should include the full software documentation, one year of maintenance and support including any and all updates that may be required in accordance with specifications. Costs that are not itemized on this bid sheet but are necessary for a full system implementation will be considered standard and included in the total cost.

Please find attached separately AssetWorks completed price proposal form.

AssetWorks Inc.
 998 Old Eagle School Road,
 Suite 1215
 Wayne, PA 19087

Detailed Pricing Proposal: Q-03896
 REQUEST FOR PROPOSAL: #RTSX-230065-DS

Perpetual Software License

Description	QTY	UNIT PRICE	Line Total
FleetFocusFA Transit Standard License (up to 200 Buses and Vehicles)	200	USD 400.00	USD 80,000.00
Reporting Module			Included
Shop Activity Module			Included
KPI/Dashboards Module			Included
MAXQueue Integration Module			Included
EquipmentFocus Module (Unlimited Transit Facility Assets)			Included
MobileFocus / Smart Apps, Enterprise License			Included
Crystal Reports Server OEM Edition - with 1x report writer			Included
Total:			USD 80,000.00

Annual Hosting and Maintenance Fees

Description	QTY	PRICE	Line Total
FleetFocus Transit Hosting Fee (up to 200 Buses and Vehicles)	1		USD 24,000.00
FleetFocus Transit Annual Maintenance (up to 200 Buses and Vehicles)	1		USD 16,000.00
Total:			USD 40,000.00

Transit Professional Services

Description	Line Total
Project Management Services	USD 17,600.00
SaaS Environment - One Time Setup Fee	USD 5,280.00
SaaS Reporting Environment - One Time Setup Fee	USD 2,640.00
Project Kickoff & Orientation	USD 2,640.00
System Setup Services	USD 8,800.00
System Configuration Services	USD 14,080.00
Data Conversion Services	USD 14,080.00
Data Conversion Services - Detailed Work Order History	USD 12,320.00
Configure Fueling System Import	USD 1,760.00
MobileFocus Implementation Services - FleetConnect	USD 10,560.00
Testing Services	USD 3,520.00

Training Services	USD 12,320.00
Go Live Support Services	USD 10,560.00
Post Go Live Services	USD 8,800.00
Estimated Travel Costs (4 trips)	USD 10,000.00
Total:	USD 134,960.00

Custom Interfaces

Description	Line Total
Fuel Interface - Fleetwatch to FA	USD 9,680.00
Clever to FA - One Way Service Request Create Interface	USD 22,000.00
Total:	USD 31,680.00

Total Year One:	USD 286,640.00
Total Year Two:	USD 47,544.00
Total Year Three:	USD 47,544.00
Total Year Four:	USD 47,544.00
Total Year Five:	USD 47,544.00

QUALIFICATIONS

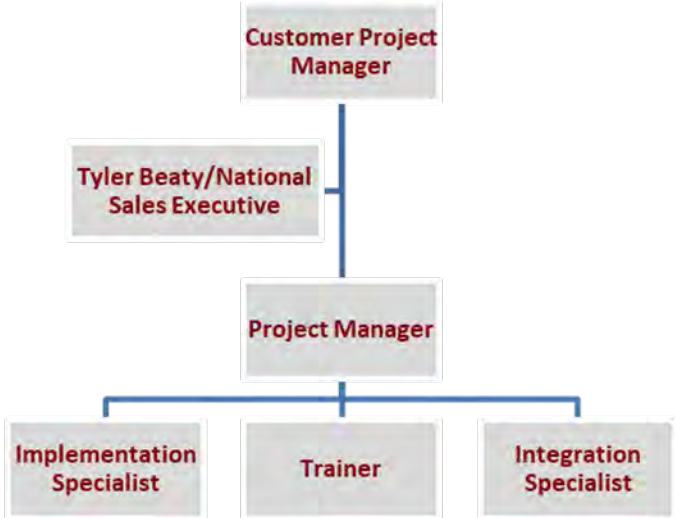
AssetWorks Inc was founded in 1979 as Control Software Inc. with a mission of providing maintenance management software solutions designed specifically for the trucking industry. Originally offered as a mainframe solution, FleetFocus, has grown and developed into a fully web-based, zero-client system. AssetWorks continually develops products to meet the needs of its customers both in service and performance. Those products now include a full complement of applications for vehicles, equipment, fuels, EV, linear assets, fixed assets, boundary and point-to-point assets.

AssetWorks delivers strong maintenance management products that meet the needs of vehicles or other moving assets and equipment used in varied operations within an integrated solution housed on a single database (either Oracle or MSSQL), which provides significant productivity and financial advantages to our customers. Our clients span a range of industries, including utilities, federal, state, city, county, governments, airlines, educational institutions, large trucking companies, and various private industry enterprises. All of these clients contribute collaboratively to the relevancy and continued growth of our applications.

At AssetWorks, we understand that managing assets can be a challenge. With over 35 years of experience and more than 1,000 customers in public and private industries, AssetWorks is a leader in understanding and developing solutions for these challenges- from increasing efficiency and improving data transparency to reducing overall costs.

Our core mission is simple... to provide innovative and practical solutions to help our customers and the people they serve, thrive.

The following chart illustrates the organizational structure of the team:



Please see the following pages for representative resumes from seasoned AssetWorks implementation staff that may be engaged in the implementation effort to assure success of this project for the City.

It is our policy not to name project managers (PMs) until contract negotiations have been completed; however, all our PMs have proven implementation experience across our entire suite of asset management solutions. To ensure our team stays up to date with industry-standard best practices for implementation, AssetWorks sets the expectation that our implementors have or are in the process to obtain their PMP certification from the Project Management Institute. Some of the City’s potential PMs and Implementation Specialist include:

<p><i>Kelsi Drummer</i> <i>Senior Project Manager</i></p>
<p>Bio</p> <p>Kelsi Drummer joined the AssetWorks team in early 2022 and has quickly become an asset to the Implementation team, specializing in Project Management. Her expertise includes supervising teams, reviewing performance data to measure productivity, identifying areas to reduce costs, and relaying information to all stakeholders. Since joining the PMO team, Kelsi has gained significant industry knowledge and has fit seamlessly into the Project Manager role.</p> <p>Ms. Drummer is a 6-year veteran from the United States Air Force and brings as many years of Project/Program experience to the AssetWorks team.</p>
<p>Project Experience</p> <p>Kelsi has been the Project Manager for several AssetWorks FleetFocus customers such as YRC Freight where she managed the implementation of a new FA customer with SmartApps and FleetConnect. Kelsi also ensured effective planning and initiation, including project planning, scope and schedule finalization, risk and quality planning, and a formal project kick-off, for the City of Seattle.</p>
<p>Education</p> <p>MASTER OF BUSINESS ADMINISTRATION AND PROJECT MANAGEMENT SOUTHERN NEW HAMPSHIRE UNIVERSITY, 2021</p> <p>BS IN CRIMINAL JUSTICE AND LEGAL STUDIES SOUTHERN NEW HAMPSHIRE UNIVERSITY, 2019</p> <p>AS IN AVIATION MAINTENANCE TECHNOLOGY COMMUNITY COLLEGE OF THE AIR FORCE, 2018</p>

<p><i>Brandon Roberts</i> <i>Project Manager</i></p>
<p>Bio</p> <p>Brandon is a Project Manager who joined the AssetWorks team in January, 2022 and has 5 years of experience managing projects, developing metrics to improve timeliness, and completing business analysis. He specializes in project management, portfolio management, and data analysis. Brandon works closely with both public and private sector clients to ensure and promote customer satisfaction.</p> <p>Prior to joining AssetWorks Brandon did Client Analysis for Munich Reinsurance America and worked as a Disbursement ERP Specialist for Saint Gobain.</p>

Project Experience

Brandon has been the Project Manager for several AssetWorks FleetFocus customers such as the City of Berkley where he managed Development Team communication, change request information gathering and creation, creating and maintaining project documentation. He also worked with the city of Goodyear on issue resolution, status reporting, Customer Care and Account Manager communications for several product implementations including FleetFocus, FuelFocus and KeyValet. Brandon has also helped AssetWorks EAM customers such as the City of Denton by coordinating multiple internal resources while managing issue resolution and status reporting.

Education

MASTER OF SCIENCE: BUSINESS ADMINISTRATION
University of Widener, 2018
BACHELOR OF SCIENCE: BUSINESS ADMINISTRATION
University of Widener, 2017
Bloomberg Certification, 2016
Widener Leadership Certification from the Oskin Leadership Institute, 2017

Alex Plummer

Implementation Consultant

Bio

Alex is an implementation consultant who joined the AssetWorks team in 2020 and has more than a decade of experience implementation services for software. He has an extensive knowledge of the implementation of asset management systems, including best practices and workflow methodologies, as well as on-site implementation of software.

Prior to joining AssetWorks Alex was a National Account Sourcing Lead for Fastenal and a Buyer for Turtle & Hughs.

Project Experience

Alex has been the Implementation Consultant for several AssetWorks FleetFocus customers including the State of Kansas Department of Transportation where he ensured deadlines were met to keep the team on track per the project timeline. Alex completed several Interfaces to support with coding to get Orange County and their 4,000+ assets implemented. For the Hillsborough County Sheriffs Office, Alex not only implemented FleetFocus but also Telematics, Napa Interface, and the Allocation & Assignment module.

Education

BACHELOR OF SCIENCE: MARKETING
BACHELOR OF SCIENCE: SUPPLY CHAIN MANAGEMENT
Indiana University, 2012

Please find AssetWorks Reference's in the Appendix of this response.

APPENDIX

- Agreements are available for download at: <https://www.assetworks.com/tc-fleet/>
- Exceptions
- System Requirements and Compatibility
- References
- AssetWorks W-9
- Signed Addenda

Uploaded as separate documents to DemandStar.com

- AssetWorks Standard Reports
- Maintenance Management System Specifications Checklist
- Vendor Technology Questionnaire
- Bidder Verification Form
- Certification Regarding Lobbying
- Contractor Responsibility Certification
- Debarment Form
- Disclosure of Lobbying
- Drug-Free Workplace Form
- Federally Funded Questionnaire
- Price Proposal

EXCEPTIONS
City of Gainesville, Florida
 (“Customer”)

AssetWorks has reviewed the terms of **Request for Proposals #RTSX-230065-DS** for a **Maintenance Management System** (“Customer Terms”). If awarded the project, AssetWorks looks forward to the opportunity to negotiate a mutually agreed contract containing all relevant terms consistent with AssetWorks’ response.

Provision	AssetWorks Exception
GENERAL	
Standard Agreements	The AssetWorks Master Agreements is attached to the RFP response and a copy can be found at: https://www.assetworks.com/tc-fleet/ . If AssetWorks is selected for the project, AssetWorks proposes using the Master Agreement as the controlling document. The Master Agreement has been tailored to cover the Services AssetWorks provides and to be fair and mutual. AssetWorks agrees to work with Customer to include any terms required under applicable law and to review and negotiate any changes Customer may propose. AssetWorks understands that Customer will require language in the Master Agreement provided in this RFP and will work with Customer to include such language. AssetWorks will consider using previously negotiated/current agreements with the Customer as the basis for any resulting contract.
Exceptions	This AssetWorks general exception is to any terms within the Request for Proposal that hold AssetWorks to contractual requirements to be included in any resulting agreement between the parties or forming any contractual commitments. AssetWorks will negotiate the agreement in good faith if awarded the business and AssetWorks’ bid should not be construed as acceptance of any contractual terms prior to such fully negotiated agreement. The below specific exceptions should not be considered comprehensive. AssetWorks reserves the right to negotiate / redline additional terms in the final agreement.
RFP RTSX-230036-DS	
7.3 CONTRACT TERMS AND CONDITIONS	We look forward to the opportunity to comment and contribute to the completion of a mutually agreed contract based on our standard agreement included with this proposal or as previously negotiated/current agreements with the Customer.
8.2 TAXES, CHARGES AND FEES	Except as otherwise specified, the prices stated do not include any state, federal, or local sales, use or excise taxes, duties, or brokerage fees now in force or which may be enacted in the future, and may be applicable to the sale, delivery, or use of products and services supplied by AssetWorks. Unless the Customer provides a valid tax exemption certificate and in the event Customer’s tax exemption status changes, Customer expressly agrees to pay to AssetWorks, in addition to the prices stated, the amount of any such taxes which may be imposed upon or payable by AssetWorks, exclusive, however, of taxes imposed on AssetWorks’ net income by the United States or any political subdivision thereof.
8.5 RECORDS/AUDIT and 8.12.C. Access to Records and Reports and Sample Contract Section 14	If the Customer requests records or requires an audit, AssetWorks requests prior notice of at least five (5) business days, and Customer shall bear the cost. Audits will be limited to no more than one per year.
8.10 USE OF RFP REPLY IDEAS	Use of such ideas shall be subject to AssetWorks intellectual property rights, as confirmed in our standard Master Agreement terms.

8.12 FTA. O. Disputes and Sample Contract Section 18	We require mutual and neutral dispute resolution provisions. AssetWorks requests that this section be removed and a neutral dispute resolution process and decision maker be added
Part 9 Sample Contract	
1. Term	AssetWorks hosted and SaaS solutions have a mandatory 5-year term. After the initial term of a hosted or SaaS agreement AssetWorks will require no less than 90 days' written notice of non-renewal and the Customer will not be relieved of its obligation to pay any remaining unpaid balance for service fees owing during the initial term or any subsequent renewal term.
2. Scope of Services	AssetWorks will perform as provided in the final contract, the proposal and Statement of Work if applicable.
3. Contract Documents	To the extent that our proposal/contractor response conflicts with anything in Customer's RFP or RFP addenda our proposal and the finalized SOW must prevail in any subsequent contract if awarded the project.
4. TIME FOR PERFORMANCE	AssetWorks expects to negotiate a project schedule with the Customer and will not agree to a "Time is of the essence" clause. Please remove this section.
5. COMPENSATION/PAYMENT.	We expect payment to be made in accordance with our proposal and payment provisions of the existing agreement between the parties.
6. INDEMNIFICATION	AssetWorks will agree to indemnify Customer for third party claims to the extent and proportion arising out of and proximately caused by the negligent performance of the Contract by AssetWorks. AssetWorks does not "hold harmless" in any indemnification clause. Indemnification is subject to our standard limitation of liability as reflected in the limitation of damages clauses in the AssetWorks' contract terms linked above and previously negotiated with the Customer. AssetWorks is not liable for consequential, punitive, exemplary, incidental, indirect or special damages.
8. INSURANCE	We assume that our existing coverage and certificate naming the Customer will suffice.
10. TERMINATION	These termination provisions must be replaced with AssetWorks' standard or as previously negotiated. We require mutual terms for termination for cause or for convenience. Additionally, AssetWorks requires a notice/opportunity to cure period of thirty (30) days in the event of a perceived default.
11. MULTI-YEAR CONTRACT	Please note that, even if the reason is non-appropriation of funds, AssetWorks will require no less than 90 days' written notice of non-renewal and the Customer will not be relieved of its obligation to pay any remaining unpaid balance for service fees owing during the initial term or any subsequent renewal term.
13. INTELLECTUAL PROPERTY AND WORK PRODUCT	Customer is seeking a proprietary software solution. AssetWorks retains all intellectual property rights in any deliverables. This sections must be struck and the following must replace it: <i>INTELLECTUAL PROPERTY. Customer and AssetWorks shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property. The Services performed, code developed and any Intellectual Property produced pursuant to this Agreement ("Developments") are not "works for hire," or any similar concept throughout the world, and AssetWorks is the sole owner of all right, title and interest in such Developments. If for any reason any Developments may be considered "works made for hire" and/ or there are any rights in the Developments that accrue to the Customer, then the Customer hereby irrevocably assigns and agrees to assign any and all of rights, title and interest thereto, whether now known or hereafter defined or discovered, to AssetWorks and the Customer agrees to take such further action, including executing such instruments and documents as AssetWorks may reasonably request, to evidence such assignment. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable).</i>

	<p><i>works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Statement of Work or Deliverable whether or not first created, discovered, or developed by AssetWorks in providing the Services.</i></p> <p>Additionally, the following will apply:</p> <p><i>AssetWorks represents that it has the right to license the Software to Customer as provided in the Software License Section of our Master Agreement [or as previously negotiated by the parties]. In the unlikely event of an infringement, AssetWorks will, at its option and expense, replace or modify the Software so that it becomes non-infringing or obtain a license for continued use of the Software. If the foregoing alternatives are not possible, then Customer may terminate the Agreement and AssetWorks shall procure for Customer a depreciated credit for the portion of the Software and accept its return.</i></p>
15. CONTRACTOR'S ASSURANCES	The cancellation/termination provisions of our Master Agreement shall apply to the project.
16. WARRANTY	AssetWorks standard warranty provisions in our Master Agreement shall apply to the project.
28. SUCCESSORS AND ASSIGNS	<p>Please replace with the following:</p> <p><i>Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party such consent not to be unreasonably withheld. Notwithstanding the above restrictions, in the event of an assignment or novation of this Agreement to an AssetWorks affiliate pursuant to an internal corporate reorganization, AssetWorks shall not require Customer's prior written consent.</i></p>

MASTER SERVICES AGREEMENT

This Master Services Agreement is entered into between ("Customer") or its authorized intermediary as stated on the ordering document ("Order Form") and AssetWorks Inc. ("AssetWorks") and includes the Order Form, any statement of work between the Parties ("SOW"), and the terms and conditions herein below (collectively, "Agreement") commencing when both Parties sign the Order Form ("Effective Date").

AssetWorks offers a comprehensive suite of software, hardware, and services (collectively "Services") to help customers with their fleet operations and asset management. Unless Customer has a separate written and signed agreement with AssetWorks, the following terms and conditions (as applicable) shall apply to the Services:

- Attachment 1 Software License Terms
- Attachment 2 Software Maintenance Terms
- Attachment 3 Professional Services Terms
- Attachment 4 Hosting Services Terms
- Attachment 5 SaaS Terms
- Attachment 6 Hardware Terms
- Attachment 7 Service Level Objectives

1. **FEES AND PAYMENT.** Fees are set forth in the applicable Order Form. All payments will be made in United States Dollars. All invoiced fees shall be due and payable within thirty (30) days of the date of an invoice. The applicable attachments will have further details on fees and payment. The preferred means of payment is by electronic funds transfer ("EFT"). EFT payments can be accomplished as either a Funds Transfer (Fed Wire) or Direct Deposit (ACH). For recurring Services, fees may be increased annually upon thirty (30) days' notice to Customer for the subsequent year of the Term.

Any undisputed fees not paid when due will be subject to interest accrued, which interest will be immediately due and payable from the due date for payment until the date of actual receipt of the amount in cleared funds by AssetWorks, at the lesser of (a) 1.5% per month, or (b) the highest rate under applicable law.

2. **TAXES.** Unless otherwise specified, all fees exclude any local, state, or federal sales, use, or excise taxes, duties, or brokerage fees now in force or which may be enacted in the future, and may be applicable to the sale delivery, or use of Hardware, Software, and Services supplied by AssetWorks. Unless Customer provides a valid tax exemption certificate and in the event Customer's tax status changes, Customer expressly agrees to pay AssetWorks, in addition to the fees stated, the amount of any such taxes which may be imposed upon or payable by AssetWorks.

AssetWorks shall not be liable for sales, use, business, gross receipts, or any other tax that may be levied by a local, state, or federal government entity against a contractor to such governmental entity other than taxes upon income earned by AssetWorks for the Hardware, Software, and Services provided pursuant to this Agreement. This exclusion of tax liability is also applicable to any future Order Form or amendment, or the Hardware, Software, and/or Services thereunder, that may be provided by AssetWorks regardless of changes in legislation or policy.

In the event a taxing authority conducts an audit of this Agreement and determines that an additional tax should have been imposed on the Hardware, Software, and/or Services provided by AssetWorks to Customer (other than those taxes levied on AssetWorks income), Customer shall reimburse AssetWorks for any such additional tax, including interest and penalties thereon. If a taxing authority determines that a refund of tax is due as it relates to the Hardware, Software, and/or Services provided by AssetWorks to Customer (except those taxes related to AssetWorks income), AssetWorks shall reimburse Customer such refund, including any interest paid thereon by the taxing authority.

3. **TERM.** The Term of this Agreement shall commence as of the Effective Date and shall continue for five (5) years (the "Initial Term") unless earlier terminated as set forth herein. At the end of the Initial Term, the Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term" and together with the Initial Term, the "Term"), unless or until either Party provides the other Party with written notice of non-renewal at least sixty (60) days prior to a Renewal Term.

4. **TERMINATION.** A default shall occur if: (a) a Party fails to perform any of its material obligations under the Agreement and such failure remains uncured for thirty (30) days after receipt of written notice thereof, except for non-payment of undisputed fees as provided below; (b) an error prevents use of the Software in a material aspect due to an AssetWorks' verified defect and/or an integration with third-party software and such failure remains uncured and/or a written action plan is not delivered to a Customer within sixty (60) days after receipt of written notice thereof; or (c) a Party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within ninety (90) days or makes an assignment for the benefit of creditors.

If a default occurs, the non-defaulting Party, in addition to any other rights available to it under law or equity, may withhold its performance hereunder or may terminate the Agreement by written notice to the defaulting Party. Unless otherwise provided in the Agreement, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

AssetWorks reserves the right to suspend or terminate this Agreement and Customer access to the Services if the Customer account becomes delinquent and is not cured within ten (10) days of notice of non-payment of undisputed fees. Customer will continue to be charged and agrees to pay for Services during any period of suspension. Customer's failure to pay any invoice after this ten (10) day period shall constitute a material default hereunder and shall entitle AssetWorks to exercise any and all rights and remedies provided herein or at law. In the event of a dispute between the Parties that does not result in a termination of the Agreement, Customer agrees to make all payments due under the Agreement pending the resolution of the dispute. If Customer initiates termination under any provision of the Agreement other than for a termination for default, Customer will be obligated to pay the balance due for the remainder of the Term of the Agreement and any outstanding Services.

5. **INTELLECTUAL PROPERTY.** Customer and AssetWorks shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property and any derivatives thereto. The Services performed, code developed, and any Intellectual Property produced pursuant to this Agreement ("Developments") are not "works made for hire," or any similar concept throughout the world, and AssetWorks is the sole owner of all right, title, and interest in such Developments. If for any reason any Developments may be considered

“works for hire” and/or there are any rights in the Developments that accrue to Customer, then Customer hereby irrevocably assigns and agrees to assign any and all rights, title, and interest thereto, whether now known or hereafter defined or discovered, to AssetWorks and Customer agrees to take such further action, as AssetWorks may reasonably request, to evidence such assignment. As used herein, “Intellectual Property” shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Statement of Work or Deliverable whether or not first created, discovered, or developed by AssetWorks in providing the Services.

6. **OWNERSHIP.** AssetWorks will not obtain any ownership rights, title, or interest to Customer’s data files. Customer will not obtain any ownership rights, title, or interest in the Services, systems, or software otherwise developed or employed by AssetWorks in providing Services under the Agreement. Upon expiration or termination of the Agreement for any reason, AssetWorks agrees to provide Customer with a copy of Customer’s data files, as they exist at the date of expiration or termination. Data will be delivered in one of the following formats: ASCII comma separated value (CSV format) with binary images TIFF, JPG, or PRF. Customer requests for data to be provided in any other format are subject to approval by AssetWorks and may require an additional fee.

7. **CONFIDENTIAL INFORMATION.** “Confidential Information” means all information disclosed by either Party to the other Party, whether orally or in writing, that the other Party should reasonably understand to be confidential. Each Party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement. Nothing herein will be deemed to restrict a Party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.

Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the recipient; (ii) is known to the recipient at the time of its receipt from the disclosing party; (iii) the disclosing party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing party’s Confidential Information; or (vi) is required to be disclosed pursuant to a government agency or court subpoena, provided the recipient promptly notifies the disclosing party of such subpoena to allow the disclosing party reasonable time to seek protective order or other appropriate relief.

Because of the unique nature of the Confidential Information, each party agrees that the disclosing party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section, and that monetary damages may be inadequate to compensate the disclosing party for such breach. Accordingly, the recipient agrees that the disclosing party may, in addition to any other remedies available to it, be entitled to injunctive relief.

8. **INDEMNIFICATION.** AssetWorks will defend, at its own expense, any action brought against Customer to the extent that it is based on a claim that the Software supplied by AssetWorks infringes a Worldwide patent or copyright, and AssetWorks will pay those costs and damages finally awarded against Customer in any such action that are attributable to any such claim; provided, such defense and payments are conditioned on the following: (1) that AssetWorks shall be promptly notified in writing by Customer following its receipt of any such claim; (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; (3) should the Software become, or in AssetWorks’ opinion is likely to become, the subject of a claim of infringement of a Worldwide patent or copyright, then Customer shall permit AssetWorks, at its option and expense, either to (A) procure for Customer a non-infringing license to use the Software; (B) modify the Software so that it becomes non-infringing; (C) procure for Customer a depreciated credit for the Software and accept its return. Depreciation shall be an equal amount per year over the lifetime of the Software, which the parties agree shall be 5 years. AssetWorks shall have no liability to Customer under any provision of this clause with respect to any claim of patent or copyright infringement that is based on Customer’s unauthorized use or combination of the Software with Software or data not supplied by AssetWorks as part of the Software. Unless prohibited by applicable law, Customer agrees to indemnify and defend AssetWorks against any claims made by any third party against AssetWorks arising out of Customer’s use of the Software unless such claims are due to the negligence or willful misconduct of AssetWorks.

9. **LIMITATION OF LIABILITY.** Customer agrees that AssetWorks’ total liability to Customer for any and all damages whatsoever arising out of or in any way related to this Agreement or any amendment thereof, from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the amount of fees paid to AssetWorks in the 12 months preceding the date on which the claim arose.

In no event shall AssetWorks be liable for (a) special, indirect, incidental, economic, consequential, or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss or corruption of data, or interruption or loss of the use of Software or any portion thereof or (b) any damages (regardless of their nature) for any delay or failure by AssetWorks to perform its obligations under this Agreement due to any cause beyond its reasonable control, regardless of the legal theory under which such damages are sought even if AssetWorks has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

AssetWorks will not be liable to Customer for or any third party for any claims, expenses, damages, costs, or losses whatsoever arising out of or in any way related to Customer’s use of the Software insofar as such Software may be used to store, transmit, display, disclose, or otherwise use the data or information which is considered private, confidential, proprietary, or otherwise exempt from public disclosure under applicable law.

AssetWorks does not guarantee the privacy, security, authenticity, or non-corruption of any information transmitted through the internet or any mobile or wireless network, or any information stored in any system connected to the internet or to any mobile or wireless network. AssetWorks will not be responsible for any claims, damages, costs, or losses whatsoever arising out of or in any way related to Customer’s connection to or use of the internet or any mobile or wireless network.

10. **WARRANTY DISCLAIMER.** WARRANTIES ARE PROVIDED IN THE ATTACHMENTS. THOSE LIMITED WARRANTIES ARE PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. ASSETWORKS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. ASSETWORKS DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ITS PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL ASSETWORKS BE LIABLE UNDER THIS WARRANTY FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA), HOWEVER CAUSED WHETHER OR NOT ASSETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **GENERAL.**

- a. **Force Majeure.** Neither party will be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, failure of common carriers, internet services providers, or other communication devices, acts of cyber criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a Party is obtaining or must obtain approvals, authorizations, licenses, franchises, or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"); however, nothing in this Section shall relieve Customer of the obligation to make payments for any Hardware or Services under any ordering document provided or to be provided by AssetWorks. Any delays cause by a Force Majeure Occurrence shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled will be extended for a period equal to the time lost as a result of such delays. Neither Party shall be liable to the other for any liability claims, damages, or other loss caused by or resulting from a Force Majeure Occurrence.
- b. **Notice.** Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed to the Party at its address for notices. Each Party's address for notices is stated on the Order Form. Such address may be changed by a notice delivered to the other Party in accordance with the provisions of this Section.
- c. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to choice of law principles. The sole jurisdiction and venue for actions related to the subject matter hereof will be the state and federal courts in the State of Delaware. Both Parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.
- d. **Disputes.** In the event of any dispute arising under this Agreement, AssetWorks and Customer will seek to resolve such dispute through good faith, amicable discussions and negotiations. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.
- e. **Counsel.** By acceptance of this Agreement, each of the Parties acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by the Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.
- f. **Assignment.** Neither the Agreement, in whole or in part, nor any duties or obligations hereunder will be assigned or transferred by either Party without the prior written consent of the other Party, which approval shall not be unreasonably withheld. Notwithstanding the above restrictions, in the event of an assignment or novation of this Agreement to an AssetWorks affiliate pursuant to an internal corporate reorganization, AssetWorks shall not require Customer's prior written consent.
- g. **Non-solicitation.** During the Term of this Agreement, and for one year thereafter, Customer shall not solicit the employment of, or contract for the services of, any person who is or was an employee, agent, or subcontractor of AssetWorks during the Term of this Agreement. Nothing in this Section shall prohibit Customer from placing a bona fide public advertisement for employment which is not specifically targeted at AssetWorks employees and Customer shall not be restricted from hiring any such person who responds to any such general solicitation or public advertisement so long as no direct solicitation of such person has occurred.
- h. **Amendment.** This Agreement may be amended or supplemented only in a writing signed by the Parties' authorized representative(s).
- i. **Waiver.** No provision of the Agreement may be waived unless in writing, signed by both Parties hereto. Waiver of default of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent default of such provisions, nor shall a waiver of any one provision of this Agreement be deemed to be a waiver of any other provision.
- j. **Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any manner.
- k. **Conflicting Provisions.** This Agreement and all of the exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any Attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein. Any terms in a Customer purchase order are deemed to be for Customer's internal purposes only and are specifically rejected by the Terms of this Agreement.
- l. **Relationship of Parties.** The relationship of the Parties will at all times be on of independent contractors. Nothing contained herein will be construed as creating any agency, partnership, or other form of joint enterprise between the Parties.
- m. **Survival.** All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive for the applicable statute of limitations period.
- n. **Entire Agreement.** The Agreement and any schedules, exhibits, Order Form, or other document incorporated thereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder. The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of the Agreement. The section headings and in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any Section. Each of the Parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement. The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SPACE INTENTIONALLY OMITTED

Attachment 1 – Software License Terms

1. **OVERVIEW.** AssetWorks provides perpetual licenses to on-premise and hosted instances of its proprietary software and applications. AssetWorks also provides its Services on a subscription-license basis under a Software-as-a-Service model through an access-restricted website and related databases, services, and software (collectively “SaaS”). Customer agrees that Hosting Services and SaaS are further subject to the [Hosting Services Terms](#) and [SaaS Terms](#).
2. **SOFTWARE LICENSE.**
 - a. Subject to the terms and conditions set forth in this Agreement, AssetWorks grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, perpetual (subject to section 5) license to access and use the Software in the amount, quantity, and/or tier as further specified on the Order Form. Customer’s license is to use the Software in its own business and Customer has no right to use the Software in processing work for third parties. “Software” means AssetWorks proprietary software and applications whether hosted or on-premise as more adequately described in the Order Form or specification. “Source Code” means Software in human-readable form, including all appropriate programmer’s comments, data files and structures, header and include files, macros, make files, object libraries, programming tools not commercially available, technical specifications, flowcharts and logic diagrams, schematics, annotations and documentation reasonably required or necessary to enable a competent independent third party programmer to create, operate, maintain, modify and improve such Software without the help of any other person, and with data files containing Source Code in standard ASCII format readable by a text editor.
 - i. “Active Equipment Unit License” – refers to AssetWorks’ default license per vehicle/asset purchased by Customer unless Parties agree otherwise. Customer must purchase a license for each Active Equipment Unit to be covered by the Software. Active Equipment Units are vehicles or assets that are active in Customer’s fleet in that work is performed or activity about the asset is reported. Sold, permanently retired, or inactive units are not Active Equipment Units and the historical information of these assets can reside in the database.
 - ii. “Concurrent License” – means a license for an authorized user of the Software, provided that the number of simultaneous users may not exceed the number of licenses purchased. Each simultaneous login to the Software (through active browser sessions) will be deemed to constitute one Concurrent License.
 - iii. “Enterprise License” – means a license for the Software that allows for an unlimited number of users and tracks an unlimited amount of assets. Pricing is based on the population of the city, town, region, fleet, college, university, department, etc. (“Population Base”) Customer utilizes in the Enterprise License to cover. Customer must promptly pay increased fees for an Enterprise License reconciliation if Customer’s Population Base increases beyond the Customer’s licensed limits for any reason, including, but not limited to, a material increase in Population Base, use of the Software to provide the Services to an additional population, or merger of Customer with any other entity that increases the population served by the Software.
 - b. For Customer on-premise instances of the Software, Customer will have the right to use only one copy or image of the Software for production purposes and shall not copy nor use the Software for any other purpose except (i) for archival purposes, (ii) in connection with a disaster recovery program, or (iii) for the purpose of testing the operation of the Software, provided such testing copy shall not be used in a live production environment.
 - c. Software, including any third-party software provided to Customer pursuant to this Agreement, is licensed as described on the Order Form. Customer may increase the Order Form limits or configure third party software at any time by executing a subsequent Order Form and paying the applicable fees.
 - d. Unless Parties agree otherwise, Customer shall not: (i) sell, rent, lease, timeshare, encumber, license, sublicense, transfer, or assign the Software or Documentation; (ii) attempt to decompile, disassemble or reverse engineer the Software in whole or in part, or otherwise attempt to derive the Source Code of the Software. AssetWorks retains all rights, title and interest in the Software (including object code and source code formats), the documentation and all related materials and all intellectual property rights worldwide to the Software and the Documentation. Customer receives no other license, express or implied, than what is expressly set forth in this Section.
3. **SOFTWARE LIMITED WARRANTY.**
 - a. AssetWorks represents that it has the necessary rights to license the Software to Customer and that such Software shall perform in accordance with the Documentation for a period of ninety (90) days following the date the Software is made available to Customer, which in any event shall not exceed one (1) year from the Effective Date (“**Software Warranty Period**”) subject to the terms and conditions set forth in this Agreement. This limited software warranty is provided in lieu of all liabilities or obligations of AssetWorks for damages arising out of or in connection with the delivery, use, or performance of the Software.
 - b. During the Software Warranty Period, in the event that the Customer encounters an error and/or malfunction whereby the Software does not conform to the description in the Documentation, AssetWorks’ sole responsibility under this limited warranty is as follows:
 - i. In the event that, in the mutual and reasonable opinion of AssetWorks and Customer, there exists an error or nonconformance to the Documentation, AssetWorks will take such steps as are reasonably necessary to correct the error with due dispatch.
 - ii. In the event that, in the mutual and reasonable opinion of AssetWorks and Customer, the error or nonconformance to the Documentation does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the error and distribute the correction to Customer in accordance with AssetWorks’ normal Software revision schedule.
4. **FEES AND PAYMENT.** Customer will pay AssetWorks the fees detailed on the Order Form in accordance with this Agreement. Software licensing fees are due in full upon the Effective Date and upon paid in accordance with the terms of the Agreement.
5. **TERMINATION.** The license conveyed pursuant to this Attachment may be revoked terminated by AssetWorks in the event of breach or default by Customer under this Agreement, provided AssetWorks notifies Customer in writing of the breach or default and Customer does not correct same within thirty (30) days of notification. In addition, Customer will have the right to terminate the Software license at any time, provided such termination will not relieve Customer of its obligations to pay any remaining unpaid balance and no refund will be provided.

Attachment 2 – Software Maintenance Terms

1. **TERM.** Maintenance means the technical support, error correction, product documentation, access to supported versions and generally available enhancements which AssetWorks offers prepaid annual basis for its non-SaaS Software (“Maintenance”). Annual Maintenance will commence immediately upon the Effective Date and continue for the duration of the Initial Term and will automatically renew each year thereafter for an additional one (1) year periods unless terminated as set forth herein. If the Order Form or SOW provides for custom deliverables, then Maintenance shall commence upon delivery of any customer deliverables as set forth in such Order Form or SOW.
2. **CORRECTION OF DEVIATIONS.** In the event Customer encounters an error or malfunction (“Deviation”) in the Software, Customer will communicate the circumstances and any supporting information to AssetWorks. Upon verification by AssetWorks:
 - a. if there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to Customer in accordance with the normal AssetWorks’ maintenance/revision schedule; or
 - b. if there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation.
3. **SOFTWARE REVISIONS AND NEW PRODUCTS.**
 - a. The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (“Revisions”). Revisions will be of two kinds:
 - i. Revisions that Customer is obliged to implement (“Mandatory Revisions”);
 - ii. Revisions that may be implemented by Customer at its option (“Optional Revisions”).
 - b. No charge will be made to Customer for either Mandatory Revisions or Optional Revisions while Customer has paid the applicable Maintenance fees.
 - c. New products or versions (“New Products”) may be added to the Software by AssetWorks from time to time. Compared to a Revision, New Products substantially improve the performance of the Software and/or substantially increase its functionality and capability. AssetWorks, in its sole discretion, will decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Products for which there may be a charge.
4. **TECHNICAL ASSISTANCE.** AssetWorks, at its own expense, will make available technically qualified personnel to respond to all reasonable requests that may be made by Customer relating to the operation of the Software, Monday through Friday, excluding state or federal holidays, during business hours as published by AssetWorks Customer Care, .
5. **TECHNICAL LITERATURE.** AssetWorks will make available to Customer all technical literature in electronic format that is considered by AssetWorks to be relevant to the Software and its use within the scope of Customer’s operations.
6. **PROPER USE.**
 - a. Customer will not modify the Software or Source Code unless specifically authorized by AssetWorks in writing.
 - b. Customer agrees that all reasonable effort will be taken to ensure that neither the Software nor data files are misused or modified without the express written permission of AssetWorks.
 - c. In the event Customer or its agents misuses or modified the Software or data files, including, but not limited to, inserting, updating, deleting, or otherwise modifying data through a means other than the Software, AssetWorks may, but is not obligated, to attempt to correct such misuse, if possible, at Customer’s expense.
 - d. In the event that diagnostic assistance is provided by AssetWorks, which relates to problems not caused by a Deviation in the Software, such assistance will be at Customer’s expense.
7. **FEES AND PAYMENT.**
 - a. In consideration of the Maintenance to be provided by AssetWorks for the Initial Term , Customer shall pay to AssetWorks the amount set forth in the Order Form in full upon the Effective Date or, where applicable, upon delivery of the customized software as set forth in the Order Form or SOW. Annual maintenance payments will be due in advance of the commencement of the Initial Term and thereafter at least thirty (30) days before the following one (1) year term.
 - b. In the event Customer acquires additional licenses to the original Software purchased under the Agreement (the “Additional Software”), the Maintenance shall automatically be extended to cover the Additional Software, and Customer will pay an additional annual Maintenance fee in an amount equal to 20% of the non-discounted, then current list price license fee for the Additional Software at the time acquired. In the event Customer requests any custom interfaces, custom reports, custom notifications, and/or other custom developed software (“Developed Software”), AssetWorks will charge maintenance on the Developed Software in an amount equal to 20% of the cost of the Developed Software and will bill upon delivery
 - c. AssetWorks reserves the right to increase the annual Maintenance fee by providing Customer written notice of the increase at least thirty (30) days prior to any anniversary date.
 - d. If onsite Maintenance is required by Customer but not specified in the Order Form or SOW, Customer will pay reasonable travel and expenses of AssetWorks’ personnel which will be billed and paid as the expenses are incurred.
8. **TERMINATION.**
 - a. Customer may terminate Maintenance upon written notice to AssetWorks at least sixty (60) days prior to any renewal date, with such termination to become effective at the end of the then-current term. Failure to provide such notice will not relieve Customer of the obligation to pay the full amount for the renewal period and the termination notice will apply to the following renewal term if not provided within the designated time.
 - b. AssetWorks may terminate Maintenance if Customer does not implement a Mandatory Revision within sixty (60) days of notice thereof or such longer period as AssetWorks may consent in writing. AssetWorks may provide additional notice of Customer’s non-compliance and Customer will have an additional thirty (30) days to implement the Mandatory Revision, after which AssetWorks may terminate Maintenance immediately. AssetWorks may also cancel Maintenance due to a breach of this Agreement that is not remedied within thirty (30) days.
 - c. In the event Maintenance is terminated by AssetWorks, AssetWorks will have no continuing obligations to Customer of any nature whatsoever with respect to Maintenance. Further, termination by AssetWorks pursuant to the provisions of this Agreement will be without prejudice to any right or recourse available to AssetWorks, including AssetWorks’ right to collect any amounts which remain due hereunder.

Attachment 3 – Professional Services Terms

1. **PROFESSIONAL SERVICES.** AssetWorks will provide the professional services described in the Order Form, the Statement of Work (as applicable), and as further agreed upon by the parties in any change order thereto (“Professional Services”) subject to these Professional Services terms. No Order Form, Statement of Work, or other quotation of Professional Services (collectively, “SOW”) will be of any force and effect unless and until executed by authorized signatories of both Parties.
2. **FEES AND PAYMENT.**
 - a. Each SOW will be on a time and material basis, a fixed price basis, or a hybrid of both as specified in the SOW. The SOW may or may not include a definitive list of deliverables (“Deliverables”) that must be completed by AssetWorks. In some instances, the SOW will include a date by which Deliverables must be completed.
 - b. In the event that Professional Services result in greater AssetWorks duties than required by the SOW, Customer will work closely and in good faith with AssetWorks to modify the SOW to ensure that Customer’s requirements are addressed and AssetWorks’ fees are adjusted to reflect increased Customer requirements.
 - c. Unless specifically addressed in the SOW, all travel and expenses will be extra and billed at the time of incurrence.
3. **RESOURCES TO BE PROVIDED BY CUSTOMER.**
 - a. Customer will provide, maintain, and make available to AssetWorks, at Customer’s expense and in a timely manner, the resources described in the SOW and such additional resources as AssetWorks may reasonably request in connection with AssetWorks’ performance of the Professional Services. Delays in the provision of these resources may result in delays in the performance of the Professional Services and/or increase in price.
 - b. Customer will designate qualified Customer personnel or representative to consult with AssetWorks on a regular basis in connection with the Professional Services. Customer will designate personnel that will have project management responsibilities and/or decision-making authority. Customer will furnish such documentation and other information as is reasonably necessary to perform the Professional Services.
 - c. Customer will furnish access to Customer’s premises and appropriate workspace for any AssetWorks personnel working at Customer’s premises, as necessary for performance of those on-premises portions of the Professional Services.
 - d. Customer will meet all assumptions noted in the SOW.
4. **SUBCONTRACTORS.** AssetWorks may engage subcontractors to assist in performing Professional Services without the prior written consent of Customer; provided, AssetWorks will supervise such subcontractors and the Professional Services performed by them to the same extent as if AssetWorks performed the work.
5. **TERMINATION.** Either Party may terminate a SOW in accordance with the Termination section of this Agreement. In addition, AssetWorks may terminate any SOW effective immediately upon written notice to Customer if Customer fails to make any payment in full as and when due hereunder. Termination of a SOW will not terminate this Agreement. Either Party may terminate a SOW for convenience by providing a ninety (90) day notice of intent to terminate the SOW. Upon termination for whatever reason and regardless of the nature of the termination, Customer agrees to pay AssetWorks the full value for all goods and/or Professional Services provided to Customer up to and including the date of termination. For avoidance of doubt, where AssetWorks has not yet completed a milestone documented on the SOW and this Agreement is terminated for whatever reason, Customer will pay AssetWorks for Professional Services performed up to the time of termination. The terms of this Agreement will survive any SOW which is still pending at the time of termination until the conclusion of the SOW.
6. **PROFESSIONAL SERVICES LIMITED WARRANTY.**
 - a. AssetWorks warrants that the Deliverables provided under the SOW will be performed with the degree of skill and judgement normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered timely notice to AssetWorks of such breach, AssetWorks will, at its own expense, in its discretion, either (i) correct the non-conforming Deliverables to conform to the standard; or (ii) refund to Customer that portion of the Professional Services fees received by AssetWorks attributable to the non-conforming Deliverables. No warranty claim will be effective unless Customer has delivered to AssetWorks written notice specifying in detail the non-conformities within sixty (60) days after tender of the non-conforming Deliverables. The remedy set forth in this Section is the sole and exclusive remedy for breach of the foregoing warranty.
 - b. ASSETWORKS SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANT OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER’S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.
 - c. Customer represents and warrants to AssetWorks that Customer has the right to use and furnish to AssetWorks for AssetWorks use in connection with this Agreement any information, specifications, data, or Intellectual Property that Customer has provided or will provide to AssetWorks in order for AssetWorks to perform the Professional Services and to create the Deliverables identified in the SOW.

SPACE INTENTIONALLY OMITTED

Attachment 4 – Hosting Services

1. **OVERVIEW.** AssetWorks provides hosting services via its secure hosted environment (“Hosted Environment”) to support customers that wish to outsource the installation and upgrade management of the Applications licensed by Customer as detailed on the Order Form.
2. **SCOPE OF SERVICES.** The services, functions, processes, and activities described below will be collectively described as the “Services” or “Hosted Environment” (as applicable):
 - a. **Application.** Application(s) include Customer’s licensed AssetWorks Software and third-party software.
 - b. **Support Software.** Support Software includes the operating system, utilities, and database software and all necessary licenses required to operate the Application.
 - c. **Hardware.** Server infrastructure using redundant web servers and database servers deployed within the AssetWorks’ Hosted Environment. If required by Customer, Customer will provide the telecommunications equipment (including the routers to be installed at the Hosting Environment), communications line, and services for connection from Customer’s site to the Hosted Environment.
 - d. **Database Instances.** AssetWorks will maintain a single production database instance. This production database will provide the daily, real-time transaction data to the Application users. In addition to the production database, AssetWorks will maintain one additional, non-production database. A reporting database is available for additional fee. Upon request by Customer, AssetWorks will populate these additional databases with Customer’s production data up to four (4) times in any twelve (12) month period at no additional cost. If Reporting Database is included on the Order Form, the database will be made available with data on a 24-hour refresh.
 - e. **Custom Reports.** Custom reports may be ordered pursuant to a Statement of Work for an additional charge.
 - f. **Backups.** Unless Parties agree otherwise, Hosted Environment database and file system backups are performed daily with local retention at 15 to 30 days; local workloads enabled with cloud tiering to Microsoft Azure Blob storage for archive data from 31 to 90 days; target Recovery Time Objective (RTO) is 48-hours or maximum of four (4) business days; Recovery Point Objective (RPO) is under one (1) minute.
 - g. **Hours of System Operation.** The Application will be accessible and available to Customer and capable of any and all normal operating functions 24-hours-per day, seven (7) days-per-week, except for periods of scheduled maintenance and AssetWorks’ approved outages with prior customer notification. AssetWorks will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond AssetWorks’ external network interface, nor will those hours of unavailability be counted as unavailable.
 - h. **Hosted Environment Maintenance.** AssetWorks will complete routine maintenance on the Application according to the published schedule. AssetWorks will publish yearly schedules on its Customer Care website. AssetWorks will endeavor to provide at least thirty (30) days’ notice to any changes in the schedule, except in the event of emergency maintenance. If AssetWorks is required to perform additional non-emergency maintenance outside of the scheduled maintenance window, it will notify Customer in writing of its request and Customer and AssetWorks will mutually agree on the downtime. All routine, additional, and emergency maintenance will be considered a period of scheduled maintenance.
 - i. **Data Classification.** The AssetWorks Hosted Environment maintains SSAE-16 SOC 2 certification/ISO27001 compliance as a facility housing CUI (Controlled Unclassified Information) data at the AssetWorks facility based on the DOJ assessment using NIST 800-53 guidelines for FISMA (Federal Information Standards Management Agency) standards. (SC Information system = {(confidentiality, MODERATE), (integrity, LOW), (availability, LOW)})
3. **EXCLUSIONS.** Hosting Services specifically exclude operation and maintenance of the following:
 - a. Customer hardware, including Customer’s servers, printers, network hardware (including routers and switches); and other Customer site computing equipment;
 - b. Customer application software other than noted in the Scope of Services;
 - c. Customer Local Area Networks (LAN); and
 - d. Customer network infrastructure for connecting to the internet and to the AssetWorks Hosted Environment.
4. **CUSTOMER RESPONSIBILITIES.** Customer is responsible for the following:
 - a. Assigning a primary and alternate Customer designated key personnel to coordinate all communications and activities related to AssetWorks Services.
 - b. Providing user identification data and determining the appropriate security profile for each user – Customer will control security at the Application level.
 - c. All printing. No print job will print at the Hosted Environment. and all physical printing requirements will be handled by Customer, including the purchase and installation of printers at Customer’s sites for the Services being utilized as defined in the Scope of Services.
 - d. Installation, operation, and maintenance of all workstation software (and Customer’s LAN, existing data communications configuration, hardware, or software required at Customer’s site except as otherwise stipulated in the Hosting Services). AssetWorks’ network and network responsibility extends from the AssetWorks routers at AssetWorks’ sites to all connected equipment at AssetWorks’ sites.
 - e. Maintaining compatibility with the Software as documented by AssetWorks.
 - f. Testing updates and fixes applied by AssetWorks to Applications used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the production environment within the designated timeframe.
 - g. Testing upgrades. Upgrades will be moved to production by AssetWorks at the end of the Customer testing period unless specific problems are documented in writing to AssetWorks.
 - h. Diligent analysis of suspected problems to determine their specific nature and possible causes before calling AssetWorks for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing AssetWorks of any problems encountered in a timely manner. AssetWorks is not responsible for the inability to diagnosis a suspected problem due to Customer delay in submitting information and replication of steps in a timely manner.
5. **FEES AND PAYMENT.** Customer will pay AssetWorks the fees detailed on the Order Form in accordance with this Agreement. Hosted Services are invoiced and paid annually in advance commencing upon the Effective Date or when existing customers are notified that the Hosted Environment, production or non-production, has been established. All hosting related fees are nonrefundable.

Attachment 5 – SaaS Terms

1. **OVERVIEW.** AssetWorks provides hosting services via its secure hosted environment (“Hosted Environment”) to support customers that wish to outsource the installation and upgrade management of the Applications licensed by Customer as detailed on the Order Form. AssetWorks also offers subscriptions under a software-as-a-service (SaaS) model through an access-restricted website and related databases, services, and software.
2. **SCOPE OF SERVICES.** All of the services, functions, processes, and activities described below will collectively be described as the “Services” to be provided by AssetWorks.
 - a. **Application.** Application(s) include Customer’s licensed AssetWorks Software and third-party software hosted by AssetWorks.
 - b. **Support Software.** Support Software includes the operating system, utilities, and database software and all necessary licenses required to operate the Application.
 - c. **Hardware.** Server infrastructure using redundant web servers and database servers deployed within the AssetWorks’ Hosted Environment. If required by Customer, Customer will provide the telecommunications equipment (including the routers to be installed at the Hosting Environment), communications line, and services for connection from Customer’s site to the Hosted Environment.
 - d. **Database Instances.** AssetWorks will maintain a single production database instance. This production database will provide the daily, real-time transaction data to the Application users. In addition to the production database, AssetWorks will maintain one additional, non-production database. A reporting database is available for additional fee. Upon request by Customer, AssetWorks will populate these additional databases with Customer’s production data up to four (4) times in any twelve (12) month period at no additional cost. If Reporting Database is included on the Order Form, the database will be made available with data on a 24-hour refresh.
 - e. **Custom Reports.** Custom reports may be ordered pursuant to a Statement of Work for an additional charge.
 - f. **Backups.** Unless Parties agree otherwise, Hosted Environment database and file system backups are performed daily with local retention at 15 to 30 days; local workloads enabled with cloud tiering to Microsoft Azure Blob storage for archive data from 31 to 90 days; target Recovery Time Objective (RTO) is 48-hours or maximum of four (4) business days; Recovery Point Objective (RPO) is under one (1) minute.
 - g. **Hours of System Operation.** The Application will be accessible and available to Customer and capable of any and all normal operating functions 24-hours-per day, seven (7) days-per-week, except for periods of scheduled maintenance and AssetWorks’ approved outages with prior customer notification. AssetWorks will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond AssetWorks’ external network interface, nor will those hours of unavailability be counted as unavailable.
 - h. **Hosted Environment Maintenance.** AssetWorks will complete routine maintenance on the Application according to the published schedule. AssetWorks will publish yearly schedules on its Customer Care website. AssetWorks will endeavor to provide at least thirty (30) days’ notice to any changes in the schedule, except in the event of emergency maintenance. If AssetWorks is required to perform additional non-emergency maintenance outside of the scheduled maintenance window, it will notify Customer in writing of its request and Customer and AssetWorks will mutually agree on the downtime. All routine, additional, and emergency maintenance will be considered a period of scheduled maintenance.
 - i. **Data Classification.** The AssetWorks Hosted Environment maintains SSAE-16 SOC 2 certification/ISO27001 compliance as a facility housing CUI (Controlled Unclassified Information) data at the AssetWorks facility based on the DOJ assessment using NIST 800-53 guidelines for FISMA (Federal Information Standards Management Agency) standards. (SC Information system = {{confidentiality, MODERATE}, (integrity, LOW), (availability, LOW)})
3. **APPLICATION MAINTENANCE – SUPPORT FOR SAAS**
 - a. **Correction of Deviations.** In the event Customer encounters an error and/or malfunction (“Deviation”) in the Services, Customer will communicate the circumstances and any supporting information to AssetWorks. If, in the mutual and reasonable opinion of AssetWorks and Customer:
 - i. there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to Customer in accordance with the normal AssetWorks revision schedule.
 - ii. there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation.
 - b. **Software Revisions.** The Services may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades, improvements, or modifications designed to improve the performance of the Services and/or to increase the capabilities of the Services (“Revisions”).
 - c. **Assistance.** AssetWorks, at its own expense, will make available technically qualified personnel to respond to all reasonable requests, Monday through Friday, excluding state or federal holidays, during normal business hours, that may be made by Customer relating to the operation of the Services.
 - d. **Technical Literature.** AssetWorks will make available to Customer all technical literature in electronic format that is considered by AssetWorks to be relevant to the Services and its use within the scope of Customer’s operations.
 - e. **Proper Use.**
 - i. Customer agrees that all reasonable effort will be taken to ensure that neither the Services nor data files are misused.
 - ii. In the event Customer or its agents misuses the Services or data files, including, but not limited to, inserting, updating, deleting, or otherwise modifying data through means other than the Services, although AssetWorks is not obligated to correct such misuse, AssetWorks may attempt to correct the situation, if possible, at Customer’s expense.
 - iii. If diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and Customer, relates to problems not caused by a Deviation in the Services, such assistance will be at the Customer’s expense.

4. **EXCLUSIONS** . The Services and SaaS specifically excludes operation and maintenance of the following:
 - a. Customer hardware, including Customer servers, printers, network hardware (including routers and switches), and other Customer site computing equipment;
 - b. Customer application software other than noted in the scope of Services;
 - c. Customer Local Area Networks (LAN); and
 - d. Customer network infrastructure for connecting to the internet and to the Data Center.
6. **CUSTOMER RESPONSIBILITIES**. Customer is responsible for the following:
 - a. Assigning a primary and alternate Customer designated key personnel to coordinate all communications and activities related to AssetWorks Services.
 - b. Providing user identification data and determining the appropriate security profile for each user – Customer will control security at the Application level.
 - c. All printing. No print job will print at the Hosted Environment. and all physical printing requirements will be handled by Customer, includingThe purchase and installation of printers at Customer’s sites for the Services being utilized as defined in the Scope of Services.
 - d. Installation, operation, and maintenance of all workstation software (and Customer’s LAN, existing data communications configuration, hardware, or software required at Customer’s site except as otherwise stipulated in the Hosting Services). AssetWorks’ network and network responsibility extends from the AssetWorks routers at AssetWorks’ sites to all connected equipment at AssetWorks’ sites.
 - e. Maintaining compatibility with the Software as documented by AssetWorks.
 - f. Testing updates and fixes applied by AssetWorks to Applications used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the production environment within the designated timeframe.
 - g. Testing upgrades. Upgrades will be moved to production by AssetWorks at the end of the Customer testing period unless specific problems are documented in writing to AssetWorks.
 - h. Diligent analysis of suspected problems to determine their specific nature and possible causes before calling AssetWorks for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing AssetWorks of any problems encountered in a timely manner. AssetWorks is not responsible for the inability to diagnosis a suspected problem due to Customer delay in submitting information and replication of steps in a timely manner.
5. **FEES AND PAYMENT**. Customer will pay AssetWorks the fees detailed on the Order Form in accordance with this Agreement. SaaS subscription fees are invoiced and paid annually in advance commencing upon the Effective Date or when existing Customers migrating to SaaS are notified that the Hosted Environment, production or non-production, has been established. SaaS fees are not refundable.
7. **SERVICE LEVEL OBJECTIVES**. The below service level objectives apply to the Hosted Services provided by AssetWorks.

AVAILABILITY. AssetWorks will use commercially reasonable efforts to provide Services with an average of 99% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, “Availability” during any quarter refers to an Authorized User’s ability to log into the Application during such quarter, and will be calculated in accordance with the following formula:

$$X = (Y - Z) / Y * 100$$

- “X” is the Availability of the Application during the quarter;
- “Y” is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the Application because of: (a) regularly scheduled maintenance windows for the Application and for times in which Customer has been notified in writing (including e-mail) by AssetWorks in advance thereof; (b) a Force Majeure Event; (c) non-performance of Hardware, Software, ISP connections, and other equipment that is not provided by AssetWorks or certified by AssetWorks for use in conjunction with the Services (except as such non-performance is directly or indirectly caused by AssetWorks); and
- “Z” is the number of hours in such month during which the Customer is unable to log into the Application (other than for reasons set forth in the definition of “y” above); provided that AssetWorks has been notified or is otherwise aware (or reasonably should be aware) of Customer’s inability to utilize the Application.

FEE ADJUSTMENT. In the event the average Availability for the Application is less than ninety-nine percent (99%) during any two (2) consecutive quarters, Customer will receive a service credit (i.e. fee adjustment) to its account with AssetWorks of five percent (5%) of the amount of a quarter’s aggregate Services fees paid or payable by Customer to AssetWorks.

AssetWorks’ obligation to provide the service credit set forth above is conditioned on Customer providing detailed written notice of its contention that AssetWorks was unable to meet the applicable Availability levels within fifteen (15) days of the relevant quarter’s end as provided in the notice section of this Agreement. Upon receipt of such notice, AssetWorks shall have thirty (30) days to investigate the contention and, if it is determined that AssetWorks did in fact fail to meet the applicable Availability levels, Customer will receive the appropriate credit to its account during the next invoice cycle. This shall be Customer’s sole remedy and AssetWorks’ entire liability in the unlikely event of failure of any Availability measurements to meet the thresholds set forth above.

SPACE INTENTIONALLY OMITTED

Attachment 6 – Hardware Terms

1. **OVERVIEW.** The following Hardware Terms apply to hardware bundled with AssetWorks' Services, including but not limited to AssetWorks' FuelDrive (SaaS), FuelFocus, and KeyValet for which AssetWorks is the sole-source provider or hardware which AssetWorks is authorized to provide subject to the terms of this Agreement and then current hardware warranties ("Hardware").
2. **PRICE/SPECIFICATIONS.** Hardware prices and specifications are subject to change without notice. AssetWorks is not responsible for typographical and/or photographic errors. Prices for Hardware and/or Services are exclusive of installation and/or configuration except to the extent expressly set forth in the SOW.
3. **FEES AND PAYMENT.** All Hardware will be invoiced upon delivery and paid in accordance with this Agreement.
4. **INSTALLATION AND CONFIGURATION.** The Services and Hardware are exclusive of installation and/or configuration services except to the extent expressly set forth in the SOW. Customer's acceptance of any SOW identifying subcontractor(s) shall be deemed Customer's informed consent to the engagement of such subcontractor(s) by AssetWorks. Customer agrees that applicable hardware installation guides and/or site readiness requirements identified or incorporated by the Order Form, incorporated herein below, or otherwise published by the applicable hardware provider, are an integral part of this Agreement. Customer agrees that AssetWorks may subcontract installation and related services in accordance with the subcontractor terms (as applicable) detailed on the Order Form.
5. **FEES AND PAYMENT.** Hardware will be invoiced upon delivery and paid in accordance with this Agreement.
6. **HARDWARE WARRANTIES.** AssetWorks responsibility for the Hardware is limited to support, replacement, and/or repair during the warranty period as set forth in the following warranty statements (as applicable) as they may be updated from time to time.
7. **FUELFOCUS & FUELDRIVE**
 - a. **Return Policy.** Hardware may be returned within thirty (30) days of invoice date by requesting a Returned Merchandise Authorization ("RMA") by emailing fuelsupport@assetworks.com or by calling 610-225-8350. RMAs are valid for fifteen (15) days from the date of issuance. Customer must ship the requested hardware, freight pre-paid, to the return address identified in such RMA. Attempted returns without an AssetWorks-issued RMA affixed to the freight pre-paid package or shipped will be refused and no credit will be issued. If Hardware is not received in its original packaging with all manuals and accessories (as applicable) or is returned after thirty (30) days, a minimum restocking fee of 25% will be charged. AssetWorks shall refund, replace, or exchange such Hardware within fifteen (15) business days of its receipt; provided, however, that AssetWorks reserves the right to reject returns of Hardware that are: (i) lacking a valid and/or unexpired RMA; (ii) no longer in production; (iii) used unless under warranty or other maintenance contract; (iv) altered without AssetWorks' specific authorization; or (v) not evaluated by AssetWorks' personnel and/or returned in accordance with this section.
 - b. **Technical Assistance.** Telephone and/or Help desk support is available for FuelFocus & FuelDrive hardware issues 8:00AM-5:00pm ET Monday through Friday, by emailing fuelsupport@assetworks.com or calling 610-225-8350 (800-900-8152)
 - c. **Limited Warranty.** AssetWorks warrants the Hardware will be free from defects in materials and workmanship for one (1) year from warranty commencement. During the one (1) year warranty period and subject to the exclusions contained herein, AssetWorks will replace or repair parts found to be defective with new or rebuilt parts within fourteen (14) business days of AssetWorks' receipt of such Hardware if evaluated by AssetWorks technical support and returned in accordance with these warranty terms. FuelFocus Hardware warranty shall commence on the registration of such FuelFocus Hardware with Customer Support within forty-eight (48) hours of hardware installation. Failure to so activate or register such warranty within such time period shall result in FuelFocus warranty commencing upon earlier of date of invoice or three (3) months from shipment.
 - d. **Extended Warranty.** During the Warranty Period, Customer may purchase Extended Warranty support for the system. AssetWorks shall provide telephone support in accordance with this Agreement on the equipment listed in the Order Form ("Equipment"). Equipment includes all parts on a Core-Return basis: front, two line back lit display, CPU board, pump board, card/key reader, power supply, flash disk, bypass card, heater set, power box, and junction board. AssetWorks shall provide Customer with replacement parts for all covered Equipment during the term of this Agreement. AssetWorks will dispatch the replacement parts to Customer's US locations and Customer will return the replaced parts (broken parts) to AssetWorks. Customer will pay AssetWorks the full purchase price of replacement part if the replaced part is not returned to AssetWorks within thirty (30) days of the dispatch of the replacement part.
8. **KEYVALET**
 - a. **Limited Warranty.** For a period of two (2) years from the particular sale of said Product, MWI warrants to AssetWorks that all MWI components of said Product(s) shall be free from proven manufacturing defects of a general nature. The sole obligation of MWI shall be to replace said defective components or, at its option, to refund the purchase price of any Product proved defective by reason of defective MWI components. MWI does not warrant (and any warranty shall immediately terminate) for any defect due to components supplied by AssetWorks, due to the negligence of others or failure to operate or maintain the Product or any product or part in accordance with the operating and maintenance instructions furnished with each Product, or due to the unreasonable use, accidents, alterations, modifications, ordinary wear and tear, or the use of unauthorized or non-standardized parts or accessories.
9. **HARDWARE WARRANTY DISCLAIMER.** HARDWARE WARRANTIES ARE PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS, AND WARRANTIES. ASSETWORKS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO HARDWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT. ASSETWORKS DOES NOT WARRANT THAT HARDWARE WILL BE ERROR-FREE OR THAT ANY DEFECTS THAT MAY EXIST IN PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL ASSETWORKS BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS, OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED WHETHER OR NOT ASSETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **EXCLUSIONS.** AssetWorks Hardware warranties do not cover and shall be void in regards to nor shall AssetWorks be responsible for any damages, costs, and/or repairs attributable in any way to: (i) faulty installation or installation otherwise not in accordance with AssetWorks installation manual or instructions; (ii) Customer's use of personnel other than qualified AssetWorks personnel absent prior written approval from the AssetWorks Project Manager; (iii) water, fire, abuse, theft, vandalism, shipment, accident,

operator error or lack of knowledge, power surges or failure, acts of god and force majeure; **(iv)** any condition not encountered during normal operation; **(v)** neglecting, misusing, tampering, or adjusting of the Hardware; **(vi)** Customer's failure to perform normal preventive maintenance as recommended by AssetWorks installation manual or instructions; **(vii)** accessories attachments or other devices not furnished by AssetWorks; **(viii)** labor and travel costs; and **(ix)** and expendable items such as magnetic card, printer ribbons, fuses, bulbs, and similar items and supplies subject to ordinary wear and tear. AssetWorks shall not commence any repairs or replacements without Customer's written authorization. AssetWorks may agree to replace and/or repair hardware not covered by warranty subject to Customer's payment of fees on a time-a-materials basis.

11. **HARDWARE WARRANTY LIMITATIONS.** THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS, AND WARRANTIES. ASSETWORKS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO HARDWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT. ASSETWORKS DOES NOT WARRANT THAT HARDWARE WILL BE ERROR-FREE OR THAT ANY DEFECTS THAT MAY EXIST IN PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL ASSETWORKS BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS, OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED WHETHER OR NOT ASSETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SPACE INTENTIONALLY OMITTED

Attachment 7 – Service Level Objectives

The service levels set forth below apply to the Services provided by AssetWorks under this Agreement.

AVAILABILITY. AssetWorks will use commercially reasonable efforts to provide Services with an average of 99% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, “Availability” during any quarter refers to an Authorized User’s ability to log into the Application during such quarter, and will be calculated in accordance with the following formula:

$$X = (Y - Z) / Y * 100$$

- “X” is the Availability of the Application during the quarter;
- “Y” is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the Application because of: (a) regularly scheduled maintenance windows for the Application and for times in which Customer has been notified in writing (including e-mail) by AssetWorks in advance thereof; (b) a Force Majeure Event; (c) non-performance of Hardware, Software, ISP connections, and other equipment that is not provided by AssetWorks or certified by AssetWorks for use in conjunction with the Services (except as such non-performance is directly or indirectly caused by AssetWorks); and
- “Z” is the number of hours in such month during which the Customer is unable to log into the Application (other than for reasons set forth in the definition of “y” above); provided that AssetWorks has been notified or is otherwise aware (or reasonably should be aware) of Customer’s inability to utilize the Application.

FEE ADJUSTMENT. In the event the average Availability for the Application is less than ninety-nine percent (99%) during any two (2) consecutive quarters, Customer will receive a service credit (i.e. fee adjustment) to its account with AssetWorks of five percent (5%) of the amount of a quarter’s aggregate Services fees paid or payable by Customer to AssetWorks.

AssetWorks’ obligation to provide the service credit set forth above is conditioned on Customer providing detailed written notice of its contention that AssetWorks was unable to meet the applicable Availability levels within fifteen (15) days of the relevant quarter’s end as provided in the notice section of this Agreement. Upon receipt of such notice, AssetWorks shall have thirty (30) days to investigate the contention and, if it is determined that AssetWorks did in fact fail to meet the applicable Availability levels, Customer will receive the appropriate credit to its account during the next invoice cycle.

The service credit set forth above shall be Customer’s sole remedy and AssetWorks’ entire liability in the event of a breach of these service level objectives, including the failure of any Availability measurements to meet the thresholds set forth above.

Software Compatibility

Databases

	Oracle 12c R2	Oracle 19	Oracle 21*	MSSQL 2014 SP2	MSSQL 2014 SP3	MSSQL 2016 SP1	MSSQL 2016 SP2	MSSQL 2016 SP3	MSSQL 2017	MSSQL 2019
20.0.x	X	X		X		X			X	X
20.1.x	X	X		X		X			X	X
21.0.x		X		X		X			X	X
21.1.x		X			X		X	X	X	X
22.0.x		X	X					X	X	X
22.1.x		X	X							X

Database Tier Network Protocol Support

All network protocols supported by Oracle SQL (.NET and/or MSSQL).

Database Tier Operating System Support

Any OS supported by Oracle or MS SQL Server.

Oracle Authentication Protocol


For Application versions older than 21.0.x, Protocols above version 11 is not supported. Add SQLNET.ALLOWED_LOGON_VERSION_SERVER = 11 to all server sqlnet.ora files.

*Oracle 21 is an Innovations release, meaning it contains Oracle's newest features but is limited in support availability from Oracle, with a 3-year support cycle from release ending April 30, 2024. It is recommended to stay on Oracle 19c for production systems except to utilize the newest features. Oracle 19c is supported by Oracle with extended support until April 30, 2027. Please see Oracle's published release cycle Knowledge Base for more information regarding the support cycle and extended support costs with Oracle.



The Application utilizes .NET Version 4.8 in line with Microsoft's requirements and latest security versioning and stability enhancements. Administrators will need to verify their

servers have been upgraded to this version. The following products may be directly affected: Application Server, Web Modules, Data Services, Scheduler, MAXQueue, SmartApps, and KeyValet.

 Updating the .NET Framework may require a server reboot.

Application Servers

	Application Servers*			
	Windows 2012 / 2012 R2	Windows 2016	Windows 2019	Windows 2022
20.0.x	x	x	x	
20.1.x	x	x	x	
21.0.x	x	x	x	
21.1.x		x	x	
22.0.x			x	
22.1.x			x**	x

* All Application servers support 64-bit only.
 ** Support for Windows Server versions will be End Of Life (EOL) with Microsoft's recommendation of mainstream support end dates.

	HTTP Servers	
	Microsoft IIS 8.5	Microsoft IIS 10
20.0.x	x	x
20.1.x	x	x
21.0.x	x	x
21.1.x		x
22.0.x		x
22.1.x		x

Application Tier Network Protocol Support
 All network protocols supported by Oracle SQL *Net and/or MSSQL

Operating Systems & Browsers

Operating Systems

Supported for use of Graphical User Interface (GUI)

	64-bit Windows 8.1	64-bit Windows 10	64-bit Windows 11
20.0.x	X	X	
20.1.x	X	X	
21.0.x		X	
21.1.x		X	
22.0.x		X	
22.1.x			X

Graphical User Interface Network Protocol Support
All network protocols supporting TCP/IP

Browser Versions

Supported for use of Web Modules on both Desktop and Tablet Operating Systems

	IE 11	Edge Chromium	Chrome
20.0.x	X	X	X
20.1.x	X*	X	X
21.0.x		X	X
21.1.x		X	X
22.0.x		X	X
22.1.x		X	X

Primary certifications performed in Windows-based desktop operating system environments.
Other supported operating systems or platforms may have specific limitations per-device based on hardware or software.

Internet Explorer compatibility mode is not supported.


Firefox has known compatibility issues and is not recommended.

*Mapping is not supported if using IE11.

Security

TLS Protocols

The latest TLS protocols are recommended to ensure safety of data. Verify that secure software runs using TLS 1.2 or TLS 1.3.

 If using FuelFocus with an ICU below version 5.16.0.22, alternate configuration of TLS may be required. If using FuelFocus with an ICU CPU board style other than BT05, a new motherboard purchase will be required. Please contact Hardware Support prior to configuration of your server.

Single Sign-On Methods*

	Integrated Windows Authentication	Central Authentication Service (CAS)	CA Site Minder / OpenID	Active Directory Federation Services (ADFS)	Shibboleth	Azure Active Directory (Azure AD)	LDAP Authentication	Security Assertion Markup Language (SAML) 2.0
20.0.x	X	X	X	X	X	X	X	
20.1.x	X	X	X	X	X	X	X	
21.0.x	X	X	X	X	X**	X	X	
21.1.x	X	X	X	X	X**	X	X	X
22.0.x	X	X	X	X	X**	X	X***	X
22.1.x	X	X	X	X	X**	X	X***	X


* AssetWorks certification is done against standard configurations as documented in the Configurator Guide. AssetWorks does not certify customer-specific configurations. Customers are responsible for all configuration and testing of their authentication methods.


** Shibboleth is a supported method, but certification was not performed on this version.

*** LDAP Authentication was last certified with version 21.1. Do not upgrade from this version if you intend to use LDAP Authentication.

Python

Support for custom Python scripting moved to the end of support in version 22.0. For any on-premises customer utilizing a python script with their Graphical User Interface (GUI) installation(s) – this would be something such as a 2024.py script - for custom validation, this method will at that time no longer be supported. This does not apply to hosted customers, as that feature is not supported within the AssetWorks' hosted environment.

 For more information on installing the 32- or 64-bit application, refer to the Application Installation – Installing and Enabling Access.

 For more information, please see the Hot Sheet.

Reporting Servers

	Crystal Reports 2013 SP9	Crystal Reports 2016 SP7	Crystal Reports 2020* SP1
19.1.x	X		
20.0.x		X	
20.1.x		X	
21.0.x		X	
21.1.x			X
22.0.x			X
22.1.x			X
<ul style="list-style-type: none"> To use the Reporting modules (both external and traditional reporting) version 18 and forward, you must upgrade the Crystal Reports Runtime components to match the Crystal Reports server. Important: Two versions of Crystal cannot be installed side by side. Therefore, the Enterprise Asset Management software cannot be run on the same server box (or VM) concurrently with any other versions of this application. 			
* Crystal Reports 2020 is now 64-bit only.			

Hardware Requirements

Server Specifications

The following tables highlight the server hardware specifications for a standard small, medium or large operation.

The size of your operation is based on the number of concurrent users, number of active assets, the utilization of mapping, and other variables specific to your organization. The following tables show the minimum specification requirements. For a specific sizing evaluation, contact a company representative familiar with your configuration.

Hardware Requirements – Small Operation					
For operations which are Fleet only or less than 1000 active assets					
	CPU	Cores	RAM	Storage Space	Network Card
Application/Web, Reporting, Integration Server	2.4GHz	Quad	8GB	100GB	1Gbps
<p>*The Application/Web, Reporting and, in some cases, the Integration Server are often combined onto one machine for smaller operations.</p> <p>For Organizations utilizing Advanced Indexing, use at a minimum the configuration recommended for Medium Operations. This configuration is not recommended.</p>					
Database Server	2.4GHz	Quad	8GB	100GB	1Gbps

Hardware Requirements – Medium Operation

For operations utilizing Mapping or more than 10 active integrations

	CPU	Cores	RAM	Storage Space	Network Card
Application/Web Server	2.4GHz	Quad	64GB	120GB*	1Gbps
<p>*Users may need additional storage space for the Application/Web Server depending on the size and amount of files that will be uploaded.</p> <p>For any organization using Advanced Indexing, a minimum of 32GB of RAM is required on the server, which is assumed to be the Application/Web Server for the purpose of this guide. If not utilizing this feature, or in a Test environment, 16-32GB may meet organizational needs.</p>					
Reporting Server	2.4GHz	Quad	8GB	50GB	1Gbps
Integration Server	2.4GHz	Quad	16GB	100GB	1Gbps
Database Server	2.4GHz	6	32GB	250GB	1Gbps

Hardware Requirements – Large Operation

For operations that:

- Have over 100,000 assets and utilize Mapping
- Have more than 100 active Locations
- Have a larger fleet with an asset count of 200 or more
- Have more than 20 active MAXQueue integrations

	CPU	Cores	RAM	Storage Space	Network Card
Application/Web Server*	2.4GHz	Quad	64GB	250GB**	1Gbps
Reporting Server	2.4GHz	Quad	16GB	100GB	1Gbps
Integration Server	2.4GHz	Quad	32GB	150GB	1Gbps
Database Server	2.4GHz	8	32GB	500GB	1Gbps

*Minimum of two servers with an installation of app and web on each. For any organization using Advanced Indexing, a minimum of 32GB of RAM is required on the server, which is assumed to be the Application/Web Server for the purpose of this guide.

If your organization has over 10,000 assets, please consult prior to purchase of hardware for recommendations based upon your expected usage.

**Users may need additional storage space for the Application/Web Server depending on the size and amount of files that will be uploaded.

Utilization of a load-balancer appliance is recommended for operations of this size.

Hardware

Workstation Recommendations

- Microsoft Windows Workstation (Laptop or Desktop) with supported Operating System and compatible/supported browser.
- Recommended resolution: 1920 x 1080

Minimum supported resolution: 1024 x 768*

* Most areas of the web application are certified utilizing a standard resolution of 1920 x 1080. The lower resolution of 1024 x 768 can be utilized in most areas, but pages viewed at this resolution may cause layout inconsistencies or require scrolling to view all areas of a screen.

- 1000+ Mbps Ethernet NIC

Laser Wedge Scanners

- DataLogic Gryphon
- QuickScan I QM2400
- USB

Label Printers

- Intermec printers supporting the IPL programming language
- All Zebra printers supporting the ZPL and EPL programming languages

Mapping and GIS Requirements

These services are not owned or maintained by AssetWorks, as such we cannot guarantee their performance or availability.

Tile Services

Map Tile Provider	Supported in Web	Mobile Connected	Mobile Disconnected	Licensing Requirements
Bing	x			Requires a Bing Maps Enterprise License (provides access to the required Bing Maps Enterprise Key) To obtain a license see Microsoft's Licensing Options page at: https://www.microsoft.com/en-us/maps/licensing For complete terms see: https://www.microsoft.com/en-us/maps/product/terms
Esri*	x	x	x	ArcGIS Server – Standard or Advanced Edition (not Basic). Version 10.5 or above. To obtain see: https://enterprise.arcgis.com/en/
Mapbox**	x	x	x	Requires URL, Service Key (if not a given in URL), and Client ID.
OpenStreet Map (OSM) Test only. Not for use in production	x	x	x	Use of this free service must adhere to the provider's title policy which does not allow the usage of their service in a production environment.



AssetWorks performs formal certification utilizing Esri services. While there are no known issues in other supported Tile Service configurations, primary certification is done utilizing Esri.



The use of tile services that does not adhere to the provider's service usage policy is not supported. Organizations that use map services are expected to research and obtain any necessary licenses and to comply with all restrictions and limitations imposed by those services.

* Esri ArcGIS Server is supported based on the Esri End of Life (EOL) recommendations. AssetWorks will not support the use of these versions after the EOL date with Esri.

- o Version 10.5.1 – December 1, 2022
- o Version 10.6.1 – January 1, 2024

** Mapbox not currently supported.

Geocoding Services

Geocoding Provider	Supported in Web	Mobile Connected	Mobile Disconnected	Licensing Requirements
Esri*	x	x	x	ArcGIS Server – Standard or Advanced Edition (not Basic). Version 10.5 or above. To obtain see: https://enterprise.arcgis.com/en/
<p>* Esri ArcGIS Server is supported based on the Esri End of Life (EOL) recommendations. AssetWorks will not support the use of these versions after the EOL date with Esri.</p> <ul style="list-style-type: none"> o Version 10.5.1 – December 1, 2022 o Version 10.6.1 – January 1, 2024 				

End of Customer Support Notices

End of Support Date	Software Version
All products versions prior to 17.0.x are no longer supported.	
Dec. 31, 2020	FASuite 17.0.x, All MobileFocus Pocket PC Handheld Versions
Dec. 31, 2021	FASuite 18.0.x
June 30, 2022	FASuite 19.0.x
Dec. 31, 2022	FASuite/EAM 19.1.x
June 30, 2023	FASuite/EAM 20.0.x
September 30, 2023	FASuite/EAM 20.1.x
April 30, 2024	FASuite/EAM 21.0.x
October 31, 2024	FASuite/EAM 21.1.x
April 30, 2025	FASuite/EAM 22.0.x
October 31, 2025	FASuite/EAM 22.1.x
Product	No Longer Supported in Version:
Windows 2000 Server Oracle 8.1.5+ Oracle 9.x Oracle 11g R2 Oracle 12c R1 MSSQL 2000 MSSQL 2008 R2 SP3	FASuite 6.3 and greater
Crystal Reports XI	FASuite 6.4 and greater
Internet Explorer 6 MobileFocus 5.4	FASuite 12.0 and greater
Windows XP Windows Server 2003 Oracle 10g R2 MSSQL 2005 Internet Explorer 7 Crystal Reports 2008 800x600 GUI Resolution	FASuite 15.0 and greater
Internet Explorer 8	FASuite 16.0 and greater

Windows Vista Windows 7	
Internet Explorer 9 Internet Explorer 10	FASuite 17.0 and greater
Crystal Reports 2013 SP4 Oracle 11g R1	FASuite 18.0 and greater
Oracle 11g R2, 12C R1 MSSQL 2008 R2 SP3	FASuite 19.1 and greater
Internet Explorer 11	FASuite 21.0 and greater
ActiveX	FASuite 21.0 and greater
Crystal Reports 2016 All SPs	FASuite 21.1 and greater
Support for Python Scripting	FASuite 22.0 and greater
Classic Purchasing (CENTRALLY or BY LOCATION) is now a legacy feature*	FASuite 22.1 and greater – A code will be required to continue use of certain legacy features
*It is recommended to migrate away from legacy features, as support for these features will cease in a future version. Contact Customer Care for further information about migration options.	

REFERENCE FORM

Name of Bidder: AssetWorks Inc.

Provide information for three references of similar scope performed within the past _____ years. You may include photos or other pertinent information.

#1 Year(s) services provided (i.e. 1/2015 to 12/2018): 12/2020 to present

Company Name: City of Tallahassee
Address: 400 Dupree Street
City, State Zip: Tallahassee, Florida 32304
Contact Name: Jeffery Shepard
Phone Number: D: (850) 891-5656 | C: (850) 556-4503 Fax Number: (850) 891-5668
Email Address (if available): Jeff.Shepard@talgov.com

#2 Year(s) services provided (i.e. 1/2015 to 12/2018): 1998 to present

Company Name: University of California Los Angeles (UCLA) Fleet and Transit
Address: 555 Westwood Blvd. Ste 190-N
City, State Zip: Los Angeles, CA 90095
Contact Name: Clinton Bench
Phone Number: _____ Fax Number: _____
Email Address (if available): cbench@ts.ucla.edu

#3 Year(s) services provided (i.e. 1/2015 to 12/2018): 3/2020 to present

Company Name: South Central Transit Authority
Address: 45 Erick Road
City, State Zip: Lancaster, Pennsylvania 17601
Contact Name: Steve Myers
Phone Number: (717) 358-1931 Fax Number: _____
Email Address (if available): smyers@sctapa.com

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AssetWorks Inc</p> <p>2 Business name/disregarded entity name, if different from above</p>	
		<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions. 998 Old Eagle School Road #1215</p> <p>6 City, state, and ZIP code Wayne, PA 19087</p>	<p>Requester's name and address (optional)</p>
		<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	6	-	0	5	2	1	0	4	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 21 August 2023
------------------	----------------------------	------------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



ADDENDUM NO. 1

Date: July 25, 2023
Bid Due Date: August 21, 2023, 3:00 P.M. (Local Time)
Bid Name: Maintenance Management System for Transit (Rebid)
Bid Number: RTSX-230065-DS

NOTE: This Addendum has been issued to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

- Question: We are seeking clarification for question #4. Does the City want responders to provide both on premise and cloud pricing options, or are you only accepting cloud based options?
“Question4: Would Gainesville prefer an On Premise or Cloud solution? Answer4: Cloud.”

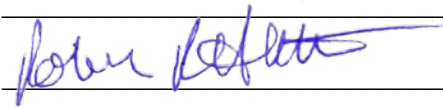
Answer: *Only cloud-based options will be accepted.*
- Find attached:

 - Prohibition of Lobbying in Procurement Matters

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and shall attach a copy of this Addendum to its proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: AssetWorks Inc.
BY: 
DATE: 8/21/2023

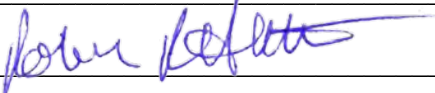
1. Find attached:

- Prohibition of Lobbying in Procurement Matters

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and shall attach a copy of this Addendum to its proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: AssetWorks Inc.
BY: 
DATE: 8/21/2023

CITY OF _____
GAINESVILLE

FINANCIAL SERVICES
PROCEDURES MANUAL

41-524 **Prohibition of Lobbying in Procurement Matters**

Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees, except the Procurement Division or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.

Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by procurement procedures.



ADDENDUM NO. 2

Date: August 7, 2023
Bid Due Date: August 21, 2023, 3:00 P.M. (Local Time)
Bid Name: Maintenance Management System for Transit (Rebid)
Bid Number: RTSX-230065-DS

NOTE: This Addendum has been issued to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Question submittal deadline has passed; no additional questions will be answered.
2. Question & Answer:

Question1: Would the city still use FleetWatch for Preventative Maintenance activities, or is it expected that the new Maintenance Management System would take over the management of the PM activities?

Answer1: **FleetWatch is used to gather mileage data, fluid usage, and fuel usage. PM activities are monitored and coordinated with our current legacy system Fleetnet. The new Maintenance Management System is expected to manage PM data and activities per the specifications.**

Question2: Why did the city have to go to a rebid? Was there a previous accepted bid for the project that was cancelled? If so, why was it cancelled?

Answer2: **The awarded proposal was based upon an incorrect assumption by the bidder that was not known until the contract stage; the City had no choice but to rescind the award and rebid.**

Question3: Does your current asset management system produce reports to comply with the NTD and FTA reporting requirements? Would you be open to sharing the reports for the purpose of this RFP?

Answer3: **Fleetnet provides the data that is used to complete reports for NTD and FTA, but not an inclusive report. The reports that are required are stated in the specifications.**

- Question4: Regarding the full integration with Fleetwatch. Do you need any information to go from the Maintenance Management System to Fleetwatch? If so, can you provide an example of what type of information would need to flow from the Maintenance Management System to Fleetwatch? Or is it acceptable for the integration include only the import of fuel, consumables (diesel, gasoline, oil, and fluids), mileage, and related data into the MMS?
- Answer4: Regarding the integration with Fleetwatch, data is only being imported to the MMS not imported to Fleetwatch.**
- Question5: What system is currently used to process Purchase Orders and Invoices? Is the new Asset Management System expected to process the financial transactions regarding Purchase Orders and Invoices?
- Answer5: The new Maintenance Management System will not be involved in financial transactions; those are handled by the City's Workday ERP system.**
- Question6: What is the total square footage of area that will need to be managed using Facilio? How much of this is built area and how much are grounds/outdoor areas?
- Answer6: The facility square footage and grounds area has no bearing on the MMS, and is non-applicable.**
- Question7: What are the total number of buildings that will be managed using Facilio?
- Answer7: The requirement for buildings is listed under facilities inventory.**
- Question8: What are the total number of users who will access the platform? Facilio has the following user types:
- Admin users: ones who have access to configuration options, adding/deleting users, and more admin functionality
 - Maintenance users: in-house maintenance staff employed by the City who will be planning and executing work orders
 - Vendor users: third party vendors who the City uses for maintenance services who need access to the CMMS
 - Requester users: number of people who need to submit work requests through the CMMS
- Any info on number of each type of user will be very useful for pricing.
- Answer8: Six (6); 45; none; estimating around eight (8).**
- Question9: Is there a requirement for the CMMS to track the movement of fleet assets?
- Answer9: No, we currently use Clever Devices for telematics.**
- Question10: What data needs to be shared between Facilio and Fleetwatch as part of the integration?
- Answer10: All data from Fleetwatch needs to be transferred, i.e. mileage, fuel usage, fluid usage, employee, etc.**
- Question11: What is the use-case and data scope for integration between Facilio and Clever Devices?
- Answer11: We are using Clever Devices to complete pre-trip inspections and the driver generated write-ups need to be imported into the new MMS as a service request.**
- Question 12: For tracking fleet asset miles travelled, is the data going to be manually entered into the CMMS during work orders/inspections or will it be obtained automatically via integration with Clever Devices or Fleetwatch?
- Answer12: Mileage data is obtained through fleetwatch and is part of the Fleetwatch integration.**

Question13: How critical is the bar coding requirement for inventory?

Answer12: **Bar coding for inventory is a requirement.**

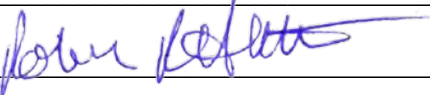
3. Find attached:

- Prohibition of Lobbying in Procurement Matters

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and shall attach a copy of this Addendum to its proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: AssetWorks Inc.
BY: 
DATE: 8/21/2023

CITY OF _____
GAINESVILLE

FINANCIAL SERVICES
PROCEDURES MANUAL

41-524 Prohibition of Lobbying in Procurement Matters

Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees, except the Procurement Division or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.

Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by procurement procedures.

BIDDER VERIFICATION FORM

REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA

Is Bidder registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida?

YES NO (refer to Part 1, 1.6, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (# F22000002964)

If the answer is "NO", please state reason why: _____

DIVERSITY AND INCLUSION (Applies to solicitations above \$50,000)

Does your company have a policy on diversity and inclusion? YES NO

If yes, please attach a copy of the policy to your submittal.

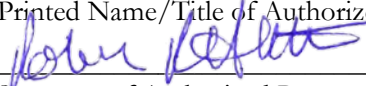
Note: Possessing a diversity and inclusion policy will have no effect on the City's consideration of your submittal, but is simply being requested for information gathering purposes.

AssetWorks Inc.

Bidder's Name

Rob Hallett, General Manager

Printed Name/Title of Authorized Representative



Signature of Authorized Representative

\ 8/21/2023
Date

Inclusion and Diversity

AssetWorks is committed to fostering, cultivating, and preserving a culture of diversity and inclusion.

Our human capital is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and Company's achievement as well.

AssetWorks diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of diversity equity that encourages:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for the diversity.

All employees of AssetWorks have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other Company-sponsored and participative events.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action, up to and including termination.

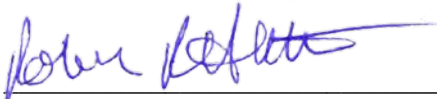
Employees who believe they have been subjected to any kind of discrimination that conflicts with the Company's diversity policy and initiatives should seek assistance from their manager, department manager or their designated HR Business Partner without fear of retaliation.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature of Bidder's Authorized Official

Rob Hallett

Name of Bidder's Authorized Official

General Manager

Title of Bidder's Authorized Official

8/21/2023

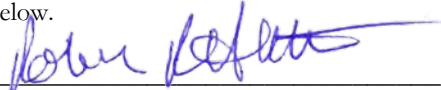
Date

CONTRACTOR RESPONSIBILITY CERTIFICATION

The Bidder is required to certify compliance with the following contractor responsibility standards by checking appropriate boxes. For purposes hereof, all relevant time periods are calculated from the date this Certification is executed.

	YES	NO
1. Has the firm been suspended and/or debarred by any federal, state or local government agency or authority in the past three years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Has any officer, director, or principal of the firm been convicted of a felony relating to your business industry?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Has the firm defaulted on any project in the past three (3) years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Has the firm had any type of business, contracting or trade license revoked or suspended for cause by any government agency or authority in the past three (3) years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Has the firm been found in violation of any other law relating to its business, including, but not limited to antitrust laws, licensing laws, tax laws, wage or hour laws, environmental or safety laws, by a final unappealed decision of a court or government agency in the past three (3) years, where the result of such adjudicated violation was a payment of a fine, damages or penalty in excess of \$1,000?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Has the firm been the subject of voluntary or involuntary bankruptcy proceedings at any time in the past three (3) years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Has the firm successfully provided similar products or performed similar services in the past three (3) years with a satisfactory record of timely deliveries or on-time performance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Does the firm currently possess all applicable business, contractor and/or trade licenses or other appropriate licenses or certifications required by applicable state or local laws to engage in the sale of products or services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Does the firm have all the necessary experience, technical qualifications and resources, including but not limited to equipment, facilities, personnel and financial resources, to successfully provide the referenced product(s) or perform the referenced service(s), or will obtain same through the use of qualified, responsible subcontractors?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Does the firm meet all insurance requirements per applicable law or bid specifications including general liability insurance, workers' compensation insurance, and automobile liability insurance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Firm acknowledges that it must provide appropriate documentation to support this Contractor Responsibility Certification if so requested by the City of Gainesville. The firm also understands that the City of Gainesville may request additional information or documents to evaluate the responsibility of firm. Firm agrees to provide such additional information or supporting documentation for this Certification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Under the penalty of perjury, the Bidder's authorized representative hereby certifies that all responses marked in this form or otherwise submitted for purposes of determining the Bidder's status as a responsible contractor is true, complete and accurate and that he/she has knowledge and authority to verify the information in this certification or otherwise submitted on behalf of the Bidder by his or her signature below.



 Signature of Bidder's Authorized Official

Rob Hallett

 Name of Bidder's Authorized Official
 General Manager

 Title of Bidder's Authorized Official

8/21/2023

 Date

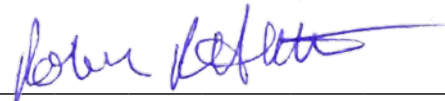
CERTIFICATION REGARDING DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its proposal, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by CITY. If it is later determined by CITY that the bidder knowingly rendered an erroneous certification, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Signature of Bidder’s Authorized Official

Rob Hallett

Name of Bidder’s Authorized Official

General Manager

Title of Bidder’s Authorized Official

8/21/2023

Date

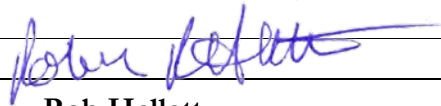
DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See next page for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, <i>if known</i> : 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known :	9. Award Amount, if known : \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Rob Hallett Title: General Manager Telephone No.: POC: 813.478.1125 Date: 8/21/2023 <p style="text-align: center;">N/A</p>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Complete and upload to DemandStar.com with your Submittal. Sign and mark "N/A" if not applicable.

DRUG-FREE WORKPLACE FORM

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

AssetWorks Inc.

does:

(Name of Bidder)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for the drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this bidder complies fully with the above requirements.



Bidder's Signature

8/21/2023

Date

In the event of a tie bid, bidders with a Drug Free Workplace Program will be given preference. To be considered for the preference, this document must be completed and uploaded to DemandStar.com with your Submittal.

FEDERALLY FUNDED PURCHASE QUESTIONNAIRE

Maintenance Management System for Transit - RTSX-230036-DS

This is a federally assisted contract and your response to this questionnaire helps the City in setting *Disadvantaged Business Enterprise (DBE) goals with the federal government. Please complete and return this form with your bid response.

Bidder Name: AssetWorks Inc.

Bidder Address: 998 Old Eagle School Rd # 1215, Wayne, PA 19087

Is Bidder a DBE? ___ Yes No

Age of Firm: 44 years

Annual Gross Receipts of the Firm: (check one)

Less than \$500,000

\$500,000-\$1 million

\$1-2 million

\$2-5 million

More than \$5 million

AssetWorks is a standalone subsidiary of Constellation Software Inc (CSI) a publicly traded corporation on the Toronto stock exchange. CSI revenues are in excess of \$3B annually

**To be able to claim DBE status referenced above the bidder must be currently listed in the Florida Unified Certification Program (UCP) Disadvantaged Business Enterprise (DBE) Directory maintained by the Florida Department of Transportation's (FDOT).*

This page must be completed and uploaded to DemandStar.com with your Submittal.

PART 3 – PRICE PROPOSAL

3.1 PRICE PROPOSAL

The pricing should include the full software documentation, one year of maintenance and support including any and all updates that may be required in accordance with specifications. Costs that are not itemized on this bid sheet but are necessary for a full system implementation will be considered standard and included in the total cost.

Table A - Costs Associated with Installation/Implementation and Year 1 Costs of New MMS

QTY	UOM	ITEM DESCRIPTION	PRICE
		Project Management- includes all project management services for full implementation	\$17,600.00
		Full data migration/conversion from Fleetnet to new software including: Fully migrating all existing parts and fluids in RTS' inventory. Fully migrating all vehicles, equipment, buildings, shelters, and bus stops. Fully migrating preventative maintenance historical data	\$67,760.00
		Installation of Software including all travel costs and days on site _____	\$17,920.00
		Cost to Integrate with Fleetwatch	\$9,680.00
		Cost for partial integration with Clever Devices	\$22,000.00
		License Fees- Cost for Year 1	\$80,000.00
		Cost for Training	\$31,680.00
		Additional Costs: Year One Hosting and Maintenance	\$40,000.00
Total Cost			\$286,640.00

Table B - Annual Maintenance and Support Costs

These fixed costs are for Year 2 through Year 5 and must include any update/upgrade costs.	
Year 2	\$47,544.00
Year 3	\$47,544.00
Year 4	\$47,544.00
Year 5	\$47,544.00

Annual Maintenance and Support Services Fee Includes:

Optional Interfaces

Description	QTY	UNIT PRICE	Line Total
Receipts Interface - EAM to Workday (one-way)	94	USD 220.00	USD 20,680.00
Operator Interface - Workday to EAM (one-way / create and update)	84	USD 220.00	USD 18,480.00
Interface Annual Maintenance - Receipts Interface - EAM to Workday (one-way)	1	USD 1,760.00	USD 1,760.00
Interface Annual Maintenance - Operator Interface - Workday to EAM (one-way / create and update)	1	USD 1,496.00	USD 1,496.00
Total:			USD 42,416.00

Based on our experience with customers that are using Workday we have included pricing for other common integrations. These are not required and completely optional. We have included onsite post go live travel and services which are not required but recommended. These services could be completed remotely and could reduce the Total Cost by \$4,260.00 if preferred.

NOTE: If travel is involved in the execution of an awarded contract for this solicitation, should any air travel be required the City’s travel policy allows for Coach air travel only. All other travel will be billed in accordance with the Federal General Services Administration rates which can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only -no mark-up. Evidence of these expenditures will be submitted when invoicing the City. Travel and administrative costs should be identified in the Price Proposal.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]