MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **ASSETWORKS LLC**, a Delaware company, registered to do business in Colorado, whose address is 998 Old Eagle School Road, Wayne, PA 19087 ("Contractor"), jointly "the parties."

RECITALS

WHEREAS, the City is desirous of engaging a hosted third-party solution provider to aid the City in financial planning and analysis of the life-cycle of fleet assets, managing labor and parts associated with fleet preventative maintenance and repair workflows, managing materials and parts inventory and purchasing, managing motor pool reservations and keys, and implementation and support services; and

WHEREAS, the Contractor has agreed to provide the hosted solution under the terms and conditions as set out below.

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The recitals set forth above are incorporated herein.

1. **DEFINITIONS**. Whenever used herein, any schedules, exhibits, order forms, or addenda to this Agreement, the following terms shall have the meanings assigned below unless otherwise defined therein. Other capitalized terms used in this Agreement are defined in the context in which they are used.

1.1 **"Agreement"** means this cloud computing Master Services Agreement between City and Contractor, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference between the City and Contractor, Contract Number 201951363.

1.2 **"City Data"** means all information, whether in oral or written (including electronic) form, created by or in any way originating with City and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with City, in the course of using and configuring the Services provided under this Agreement, and includes all records relating to City's use of Contractor Services.

1.3 "**Cloud Unavailability**" means a running virtual machine stops functioning due to cloud infrastructure failure below the applicable commitment level, and such failure is recorded in Contractor's trouble ticket system.

1.4 "**Confidential Information**" means any and all records or data that is disclosed in written, graphic or machine recognizable form and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent, or, if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) Calendar Days of the disclosure and is not subject to disclosure under CORA. Confidential Information does not include information which: (a) is public or becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the party that has received Confidential Information (the "Receiving Party") with the prior written approval of the other party; (c) was known by the Receiving Party at the time of disclosure; (d) was developed independently by the Receiving Party without use of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing party through lawful means; (f) is disclosed by the disclosing party to others without confidentiality obligations; or (g) is required by law to be disclosed.

1.5 **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, et. seq., C.R.S.

1.6 "**Critical Incident**" means that City's Service (whether colocation or Cloud) is unavailable or has been materially impacted.

1.7 **"Data Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the City. Data Incidents include, without limitation (i) successful attempts to gain unauthorized access to a City system or City information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a City system for the processing or storage of data; or (iv) changes to City system hardware, firmware, or software characteristics without the City's knowledge, instruction, or consent. It shall also include any actual or reasonably suspected unauthorized access to or acquisition of computerized City Data that compromises the security, confidentiality, or integrity of the City Data, or the ability of City to access the City Data.

1.8 **"Deliverable"** means the Products or Services or documents or tangible work products described in an Order Form to be provided to the City by Contractor or the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's work that is intended to be delivered to the City by Contractor under this Agreement. The Functional Matrix attached as Exhibit E is a Deliverable.

1.9 **"Documentation"** means, collectively: (a) all materials published or otherwise made available to City by Contractor that relate to the functional, operational and/or performance capabilities of the Services; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made

available by Contractor, including marketing materials that describe the functional, operational and/or performance capabilities of the Services; (c) any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by City, and the responses thereto from Contractor, and any document which purports to update or revise any of the foregoing; and (d) the results of any Contractor "Use Cases Presentation", "Proof of Concept" or similar type presentations or tests provided by Contractor to City or as required to be produced by Contractor subject to the terms of this Agreement. .

1.10 **"Downtime"** means any period of time of any duration that the Services are not made available by Contractor to City for any reason, including scheduled maintenance or Enhancements.

1.11 **"Effective Date"** means the date on which this Agreement is fully approved and signed by the City as shown on the Signature Page for this Agreement. The Effective Date for Services may be set out in an order form or similar exhibit.

1.12 **"Enhancements"** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Contractor may develop or acquire and incorporate into its standard version of the Services or which the Contractor has elected to make generally available to its customers.

1.13 "**Equipmen**t" means any hardware, machinery, device, tool, computer, computer component, computer system, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus, to be provided to the City by Contractor under this Agreement.

1.14 "**Erro**r" means any defect, problem, condition, bug, or other partial or complete inability of a Product to operate in accordance with the applicable Specifications.

1.15 "**Hosted Terms**" are those terms and conditions found in Exhibit D, including the Service Level Agreement and Scope of Services

1.16 **"Intellectual Property Rights"** includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation in part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, and federal law; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, and federal

law.

1.17 "**Order Form**" means a quote in the form attached hereto as an Exhibit, setting forth certain Products and/or Services to be provided pursuant to this Agreement. Any reference to an "Order Form" in this Agreement includes Products and/or Services purchased by City pursuant to Contractor's online ordering process.

1.18 "**Product(s)**" means software, Equipment, and supplies delivered, or to be delivered, pursuant to an Order Form.

1.19 **"Project Manager"** means the individual who shall serve as each party's point of contact with the other party's personnel as provided in this Agreement.

1.20 **"RFP Response"** means any proposal submitted by Contractor to City in response to City's Request for Proposal ("RFP") titled Proposal 28641, Fleet Management Enterprise Resource Planning System

1.21 **"Service"** means Contractor's computing solutions and hosting, provided to City pursuant to this Agreement, that provide the functionality and/or produce the results described in the Documentation, including without limitation all Enhancements thereto and all interfaces.

1.22 "**Service Level Agreement(s)**" mean the provisions set forth on Exhibit D attached hereto, which are incorporated into this Agreement by this reference.

1.23 "**Specifications**" means the most current cumulative statement of capabilities, functionality, and performance requirements for the Products or Services as set out in the Acceptance Criteria, Order Forms, Documentation, Contractor's representations, Contractor's proposal, and the City's Request for Proposals.

1.24 **"Subcontractor"** means any third party engaged by Contractor to aid in performance of the work or the Service. Contractor shall provide to the City upon request a list of Subcontractors providing material services to the Service.

1.25 "**System**" means the operational combination of all Products and Services to be provided by Contractor to City under this Agreement.

1.26 **"Third Party"** means persons, corporations and entities other than Contractor, City or any of their employees, contractors or agents.

1.27 **"Third Party Host"** means that the servers where the Contractor's software resides is at physical location which is not controlled by the Contractor, sometimes called "managed hosting", for example, Amazon Web Service.

2. RIGHTS AND LICENSE IN AND TO DATA

2.1 The parties agree that as between them, all rights in and to City Data shall remain the exclusive property of City, and Contractor has a limited, nonexclusive license to access and use City Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.

2.2 All City Data created and/or processed by the Service is and shall remain the property of City and shall in no way become attached to the Service, nor shall Contractor have any rights in or to the City Data without the express written permission of the City.

2.3 This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

2.4 City retains the right to use the Service to access and retrieve data stored on Contractor's Service infrastructure at any time during the term of this Agreement at its sole discretion.

3. DATA PRIVACY

3.1 Contractor will use City Data only for the purpose of fulfilling its duties under this Agreement and for City's sole benefit and will not share City Data with or disclose it to any Third Party without the prior written consent of City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use City Data for Contractor's own benefit and, in particular, will not engage in "data mining" of City Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by City.

3.2 Contractor will provide access to City Data only to those Contractor employees, contractors and Subcontractors ("Contractor Staff") who need to access the City Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to the City Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the City Data they will be handling.

3.4 Contractor may provide City Data to its agents, employees, assigns, and Subcontractors as necessary to perform the work, but shall restrict access to Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Contractor

shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractor has access to any Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the City upon execution of the nondisclosure provisions if requested by the City.

4. DATA SECURITY AND INTEGRITY

4.1 All facilities, whether Contractor hosted or Third Party Hosted, used to store and process City Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to provide the requested Service availability and to secure City Data from unauthorized access, destruction, use, modification, or disclosure appropriate for the City Data.

4.2 Contractor warrants that all City Data will be encrypted in transmission (including via web interface) and in storage by a mutually agreed upon National Institute of Standards and Technology (NIST) approved strong encryption method and standard.

4.3 Contractor shall at all times use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting in providing Services under this Agreement.

4.4 Contractor shall, and shall cause its Subcontractors, to do all of the following:

4.4.1 Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement.

4.4.2 Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.

4.4.3 Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.

4.4.4 Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.

4.4.5 Promptly report all Data Incidents, including Data Incidents that do not result in unauthorized disclosure or loss of data integrity.

4.4.6 Comply with all rules, policies, procedures, and standards issued by the City's Technology Services Security Section.

4.4.7 Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the City with scheduled access for the purpose of inspecting and monitoring access and use of City Data, maintaining City systems, and evaluating physical and logical security control effectiveness.

4.4.8 Contractor shall perform background checks on all of its respective employees and agents performing services or having access to City Data provided under this Agreement, including any Subcontractors or the employees of Subcontractors. .

4.4.9 Contractor will provide notice to the Security and Compliance Representative for the City indicating that background checks have been performed. Such notice will inform the City of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.

4.4.10 If Contractor will have access to Federal Tax Information under the Agreement, Contractor shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

4.5 Prior to the Effective Date of this Agreement, Contractor, will at its expense conduct or have conducted the following, and thereafter, Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Incident:

4.5.1 A SSAE 16/SOC 2 or other mutually agreed upon audit of Contractor's security policies, procedures and controls;

4.5.2 A quarterly external and internal vulnerability scan of Contractor's systems and facilities, to include public facing websites, that are used in any way to deliver Services under this Agreement. The report must include the vulnerability, age and remediation plan for all issues identified as critical or high;

4.5.3 A formal penetration test, performed by a process and qualified personnel of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement.

4.6 Based on the results and recommendations of the above audits, certifications, scans and tests, Contractor will, within thirty (30) calendar days of receipt of such results,

promptly modify its security measures in order to meet its obligations under this Agreement and provide City with written evidence of remediation.

4.7 City may require that Contractor perform additional audits and tests, a reasonable confidential summary of which of which will be provided to City within seven (7) business days of Contractor's receipt of such results.

4.8 Contractor shall protect data against deterioration or degradation of data quality and authenticity, including, but not limited to annual Third Party data integrity audits. Contractor will provide City the results of the above audits.

5. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA

5.1 Except as otherwise expressly prohibited by law, Contractor will:

5.1.1 If required by a court of competent jurisdiction or an administrative body to disclose City Data, Contractor will notify City in writing immediately upon receiving notice of such requirement and prior to any such disclosure;

5.1.2 Consult with City regarding its response;

5.1.3 Cooperate with City's reasonable requests in connection with efforts by City to intervene and quash or modify the legal order, demand or request; and

5.1.4 Upon City's request, provide City with a copy of its response.

5.2 If City receives a subpoena, warrant, or other legal order, demand or request seeking data maintained by Contractor, City will promptly provide a copy to Contractor. Contractor will supply City with copies of data required for City to respond within seventy-two (72) hours after receipt of copy from City and will cooperate with City's reasonable requests in connection with its response.

6. DATA INCIDENT RESPONSE

6.1 The Contractor shall maintain documented policies and procedures for Data Incident and breach reporting, notification, and mitigation. If the Contractor becomes aware of any Data Incident, it shall notify the City immediately and cooperate with the City regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the City.

6.2 Contractor shall report, either orally or in writing, to City any Data Incident involving City Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of City Data, not authorized by this Agreement or in writing by City, including any reasonable belief that an unauthorized individual has accessed City Data. Contractor shall make the report to City immediately upon

discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Contractor regarding Data Incidents will be reduced to writing and supplied to City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.

6.3 Immediately upon becoming aware of any such Data Incident, Contractor shall fully investigate the circumstances, extent and causes of the Data Incident, and report the results to City and continue to keep City informed daily of the progress of its investigation until the issue has been effectively resolved.

6.4 Contractor's report discussed herein shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure (if known), (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

6.5 Within five (5) calendar days of the date Contractor becomes aware of any such Data Incident, Contractor shall have completed implementation of corrective actions to remedy the Data Incident, restore City access to the Services as directed by City, and prevent further similar unauthorized use or disclosure.

6.6 Contractor, at its expense, shall cooperate fully with City's investigation of and response to any such Data Incident.

6.7 Except as otherwise required by law, Contractor will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from City.

7. DATA RETENTION AND DISPOSAL

7.1 Using appropriate and reliable storage media, Contractor will regularly backup Data and retain such backup copies.

7.2 At the City's election, Contractor will either securely destroy or transmit to City repository any backup copies of City. Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.

7.3 Contractor will immediately preserve the state of the data at the time of the request and place a "hold" on data destruction or disposal under its usual records retention policies of records that include data, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve

the records until further notice by City, and City shall update Contractor every 90 days regarding preservation and disposition of data and records.

8. DATA TRANSFER UPON TERMINATION OR EXPIRATION

8.1 Upon expiration or earlier termination of this Agreement or any Services provided in this Agreement, Contractor shall accomplish a complete transition of the Services from Contractor to the City or any replacement provider designated solely by the City without any interruption of or adverse impact on the Services or any other services provided by third parties in this Agreement. Contractor shall cooperate fully with the City or such replacement provider and promptly take all steps required to assist in effecting a complete transition of the Services designated by the City. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Agreement. Contractor shall extend the Agreement on a monthly basis if additional time is required beyond the termination of the Agreement, if necessary, to effectuate the transition and the City shall pay a proration of the subscription fee.

8.2 Upon the expiration or termination of this Agreement, Contractor shall return City Data provided to Contractor or destroy City Data and certify to the City that it has done so, as directed by the City. If Contractor is prevented by law or regulation from returning or destroying Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such Confidential Information. To the extent that Contractor is requested to perform any services beyond the return of the City's Data in connection with termination assistance, the same shall be performed pursuant to a written statement of work under this Agreement and paid for by City, applying Contractor's then-current rates for daily/hourly work, as the case may be.

9. SERVICE LEVELS. See Attachment 1 of Exhibit D.

10. COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES. Contractor will comply with all applicable laws in performing the Services under this Agreement. Any Contractor personnel visiting City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. City will provide copies of such policies to Contractor upon request.

11. WARRANTIES, REPRESENTATIONS AND COVENANTS Contractor represents and warrants that:

11.1 The Service will conform and operate and produce results substantially in accordance with the Documentation and the Exhibits attached hereto, and will be free from deficiencies and defects in materials, workmanship, design and/or performance for 90 days following the point in time when the System is put into full operational production ("Services Warranty"). Contractor's obligations for breach of the Services Warranty shall be limited to using its best efforts, at its own

expense, to correct or replace that portion of the Services which fails to conform to such warranty, and, if Contractor is unable to correct any breach in the warranty by the date which is sixty (60) calendar days after City provides notice of such breach, City may, in its sole discretion, either extend the time for Contractor to cure the breach or terminate this Agreement.

11.2 All technology related services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;

11.3 Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to the software and Services free and clear from all liens, adverse claims, encumbrances and interests of any Third Party;

11.4 There are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any Third Party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder;

11.5 The Service will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any Third Party;

11.6 Disabling Code Warranty. Contractor represents, that the Services do not contain and City will not receive from Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system or Data (a "Disabling Code"). In the event a Disabling Code is identified, Contractor shall take all steps necessary, at no additional cost to City, to: (a) restore and/or reconstruct any and all Data lost by City as a result of Disabling Code; (b) furnish to City a corrected version of the Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Services at no additional cost to City. This warranty shall remain in full force and effect as long as this Agreement remains in effect.

11.7 Third Party Warranties and Indemnities. Contractor will assign to City all Third Party warranties and indemnities that Contractor receives in connection with any products provided to City. To the extent that Contractor is not permitted to assign any warranties or indemnities through to City, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of City to the extent Contractor is permitted to do so under the terms of the applicable Third Party agreements.

11.8 Contractor warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Agreement.

11.9 Delivery of Products shall not be construed to represent Acceptance nor shall Delivery of Products relieve Contractor from its responsibility under any representation or warranty. If the City makes a payment for a Product prior to Acceptance, the payment does not grant a waiver of any representation or warranty by Contractor.

12. CONFIDENTIALITY

12.1 Each Party shall keep confidential, and cause all Subcontractors to keep confidential, all non-public Confidential Information, unless the Confidential Information is publicly available. Contractor shall not, without prior written approval of the City, use, publish, copy, disclose to any third party, or permit the use by any third party of any City Data, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the City. Each Party shall provide for the security of all Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines.

12.2 The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However: (a) either party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any obligations under this Agreement; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena). Nothing in this Agreement shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to City are subject to applicable state and federal law, including the Colorado Open Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.

12.3 The Receiving Party will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement. The Receiving Party shall not disclose City Data or Confidential Information to Subcontractors unless such Subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this

Agreement. The City shall notify Contractor in the event of any third party request for Contractor's Confidential Information.

13. **COLORADO OPEN RECORDS ACT**. The parties understand that all the material provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. In the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

14. **SERVICES TO BE PERFORMED**:

14.1 Contractor, in coordination with, the City's Chief Information Officer or other designated supervisory personnel (the "Manager") agrees to provide the software, maintenance and support, hardware, hosting listed on the Order Form, Exhibit B, and perform the technology related services described in detail on attached Exhibit A (the "Statement of Work" or "SOW"). The Parties acknowledge that the contractor and the City may work to further define the SOW, in which case that work product ("Follow-Up SOW") will become a part of this Agreement by incorporation. In the event that the Follow-Up SOW materially alters the attached SOW the Parties agree to amend this Agreement in writing.

14.2 In cooperation with the City, the Contractor shall diligently undertake, perform, and complete all of the technology related services and produce all the deliverables set forth on Exhibit A to the City's satisfaction.

14.3 The Contractor is ready, willing, and able to provide the technology related services and the Services required by this Agreement.

14.4 The Contractor shall faithfully perform the technology related services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

14.5 **User ID Credentials**. Internal corporate or City (tenant) user account credentials shall be restricted as per the following, ensuring appropriate identity, entitlement,

and access management and in accordance with established policies and procedures:

14.5.1 Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation)

14.5.2 Account credential lifecycle management from instantiation through revocation

14.5.3 Account credential and/or identity store minimization or re-use when feasible

14.5.4 Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expire able, non-shared authentication secrets)

14.6 **Vendor Supported Releases**. The Contractor shall maintain the currency all third-party software used in the development and execution or use of the software including, but not limited to: all code libraries, frameworks, components, and other products (e.g., Java JRE, code signing certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source; with third-party vendor approved and supported releases.

14.7 **Identity Management**. The City's Identity and Access Management (IdM) system is an integrated infrastructure solution that enables many of the City's services and online resources to operate more efficiently, effectively, economically and securely. All new and proposed applications must utilize the authentication and authorization functions and components of the IdM. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions, regardless to where the application is hosted.

14.8 City may request additional professional services ("Additional Professional Services") apart from the attached Statement of Work from Contractor. Additional Professional Services will either be on a time and material basis or a fixed price basis, specified in a "Additional Statement of Work". The Additional Statement of Work may or may not include a definitive list of "Deliverables" that must be completed by Contractor. In some instances, the Additional Statement of Work will include a date by which "Deliverables" must be completed.

a. In the event that Additional Professional Services result in greater Contractor duties than contemplated by the Additional Statement of Work, City will work closely and in good faith with Contractor to modify the Additional Statement of Work to ensure that the City's requirements are addressed and Contractor's fees shall be adjusted to reflect increased City requirements.

b. Unless specifically addressed in the Additional Statement of Work, all travel and expenses incurred will be extra and billed at the time of incurrence. All travel expenses will be agreed between the parties in writing prior to being incurred.

c. Custom modules, interfaces and other software can be placed under the Contractor Software Maintenance program. The cost for software maintenance is typically 20% of the cost of the custom build annually.

14.9 Resources to be Provided by City

a. City shall provide, maintain and make available to Contractor, at City's expense and in a timely manner, the resources described in this section, the Additional Statement of Work, and such other additional resources as Contractor may from time to time reasonably request in connection with Contractor performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the price.
b. City will designate qualified City personnel or representatives to consult with Contractor on a regular basis in connection with the Services. City will furnish such documentation and other information as is reasonably necessary to perform the Services.
c. City shall furnish access to City's premises, and appropriate workspace for any Contractor personnel working at City's premises, as necessary for performance of those portions of the Services to be performed at City's premises.
d. City shall meet all assumptions noted on the Additional Statement of Work.

15. GRANT OF LICENSE; RESTRICTIONS:

15.1 Contractor hereby grants to City a perpetual license to the software and the right to use the hosted Service during the term of this Agreement.

15.1.1 Under the software license, City may host the software listed in Exhibit B on an internal or third party server.

15.2 Title to and ownership of the software will remain with Contractor. City will not reverse engineer or reverse compile any part of the Service or software. City 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 and (iii) will not remove, obscure or deface any proprietary notice or legend contained in the Service or Documentation without Contractor's prior written consent.

16. DELIVERY AND ACCEPTANCE:

16.1 Upon set up of the Service, the City will test and evaluate same to ensure that it conforms, in the City's reasonable judgment, to the specifications outlined in the SOW or the Documentation. If the Service does not conform, the City will notify Contractor in writing within sixty (60) days. Contractor will, at its expense, repair or replace the nonconforming product within fifteen (15) days after receipt of the City's notice of deficiency. The foregoing procedure will be repeated until the City accepts or finally rejects the product, in whole or part, in its sole discretion. In the event that the Service does not perform to the City's satisfaction, the City reserves the right to repudiate acceptance. In the event that the City finally rejects the Service, or repudiates acceptance of it, Contractor will refund to the City all fees paid, if any, by the City with respect to the Service.

16.2 If the City is not satisfied with the Contractor's performance of the technology related services described in the SOW, the City will so notify Contractor within thirty (30) days after Contractor's performance thereof. Contractor will, at its own expense, re-perform the service within fifteen (15) days after receipt of City's notice of deficiency. The foregoing procedure will be repeated until City accepts or finally rejects the technology related service in its sole discretion. In the event that City finally rejects any technology related service, Contractor will refund to City all fees paid by City with respect to such technology related service.

17. **TERM**: The term of the Agreement is from the date of final signature and shall continue for five years following the earlier of (a) the date of final production data load or (b) November 1, 2020 ("Maintenance Start Date"). At the end of the initial Term the parties shall adjust the pricing based upon the City's actual or anticipated usage.

18. **COMPENSATION AND PAYMENT**:

18.1 Fee: The fee for the licensed Service and technology related services is described in the attached Order Form (the "Fee"). The Fee shall be paid pursuant to the City's Prompt Payment Ordinance.

18.2 Reimbursement Expenses: The fees specified above include all expenses, and no other expenses shall be separately reimbursed or incurred hereunder for the provision of the Service(s). License and hosting fees shall be invoiced upon execution of the Agreement. Software Maintenance, Exhibit D, shall be invoiced on the Maintenance Start Date.

18.3 Invoicing: Contractor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance. Annual fees are invoiced prior the anniversary date.

18.4 Maximum Agreement Liability:

18.4.1 Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION SEVEN HUNDRED FORTY-SEVEN THOUSAND THREE HUNDRED AND EIGHTY DOLLARS and eight-five cents** ($1,747,380.85) (the "Maximum Agreement Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at Contractor's risk and without authorization under the Agreement.

18.4.2 The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

18.4.3 Contractor may terminate this Agreement or suspend performance if payment for hosting or maintenance is not made by City in accordance with this Agreement.

19. **STATUS OF CONTRACTOR**: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

20. **TERMINATION**:

20.1 Each Party has the right to terminate the Agreement with cause upon written notice subject to each Party's right to cure within thirty (30) days of any written notice of cause.

20.2 City may terminate this agreement without cause upon ninety (90) days written notice. No refund of any pre-paid amounts is permitted if City terminates this Agreement without cause under this Section.

20.3 The City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

20.4 Upon termination of the Agreement, with cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement up to and including the date of termination and Contractor shall refund to the City any unbilled prepaid cost or expenses.

21. EXAMINATION OF RECORDS:

21.1 Any authorized agent of the City, including the City Auditor or his or her representative, has the right to request access at a mutually agreed upon time and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

21.2 City shall give Contractor no less than 5 business days' notice of any audit under this section. City shall bear all costs associated with the audit.

22. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

23. INSURANCE:

23.1 General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is canceled before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return

receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

23.2 Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit C, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

23.3 Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and Subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

23.4 Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

23.5 Subcontractors and Subconsultants: All Subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such Subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such Subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such Subcontractors and subconsultants upon request by the City.

23.6 Workers' Compensation/Employer's Liability Insurance: To the extent required by law, Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily

injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

23.7 Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate.

23.8 Business Automobile Liability: No applicable.

23.9 Technology Errors & Omissions: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of $1,000,000 per occurrence and $1,000,000 policy aggregate.

23.10 Additional Provisions:

23.10.1 For Commercial General Liability, the policy must provide the following:

23.10.1.1 That this Agreement is an Insured contract under the policy;

23.10.1.2 Defense costs are outside the limits of liability;

23.10.1.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

23.10.1.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

23.10.2 For claims-made coverage:

23.10.2.1 The retroactive date must be on or before the Agreement date or the first date when any goods or services were provided to the City, whichever is earlier.

23.10.2.2 Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish

a new certificate of insurance showing such coverage is in force.

24. DEFENSE, INDEMNIFICATION AND LIMITATION OF LIABILITY:

24.1 Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands resulting from third party claims for personal injury, death or for damages to tangible property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

24.2 Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

24.3 Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

24.4 Contractor will, at Contractor's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim that the Services, or their use by the City, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any Third Party. The City will promptly notify Contractor in writing of any claim and cooperate with Contractor and its legal counsel in the defense thereof. Contractor may in its discretion (i) contest, (ii) settle, (iii) procure for the City the right to continue using the Software, or (iv) modify or replace the infringing Service so that it no longer infringes (as long as the functionality and performance are not degraded as reasonably determined by the City), or (v) issue a depreciated credit to the City 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 five (5) years. The City may participate in the defense of such action at its own expense.

24.5 This defense and indemnification obligation shall survive the expiration or termination of this Agreement for the applicable statute of limitations period.

24.6 The indemnification protection provided by Contractor under this Section 27 is conditioned on the Contractor shall be promptly notified in writing by the City following its receipt of any such claim.

24.7 The Contractor shall not be liable for any punitive, indirect, incidental, special or consequential damages, including but not limited to lost data or lost revenues or profits, however arising, even if the Contractor has been advised of the possibility of such damages. Contractor will only be liable for actual, direct losses or damages incurred. Contractor's liability for any and all damages will be limited to three times the combined fees for maintenance and hosting paid in the year that gave rise to the claim. The parties acknowledge and agree to the foregoing liability risk allocation. This limitation of liability does not apply to Contractor's obligation to indemnify the City for claims of intellectual property infringement or claims of damage to tangible property, personal injury, or death brought by third parties arising from the negligent acts or omissions of Contractor during the performance of this Agreement.

25. **COLORADO GOVERNMENTAL IMMUNITY ACT**: The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).

26. **TAXES, CHARGES AND PENALTIES**: The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.

27. **ASSIGNMENT; SUBCONTRACTING**: The Parties shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the other party's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, Subcontractor or assign.

28. **NO THIRD PARTY BENEFICIARY**: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

29. **NO AUTHORITY TO BIND CITY TO CONTRACTS**: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

30. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS**: Except for the functional requirements provided in response to an RFP and/or any subsequent enhancement of the SOW or other implementation documentation that may be developed after execution of this Agreement, the Agreement and the exhibits hereto are the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

31. **SEVERABILITY**: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

32. **CONFLICT OF INTEREST**:

32.1 No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

32.2 The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

33. **NOTICES**: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Chief Information Officer or Designee
201 West Colfax Avenue, Dept. 301
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

34. **GOVERNING LAW; VENUE**: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District. Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

35. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

36. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**: Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

37. **LEGAL AUTHORITY**: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully

authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

38. **NO CONSTRUCTION AGAINST DRAFTING PARTY**: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

39. **ORDER OF PRECEDENCE**: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

40. **SURVIVAL OF CERTAIN PROVISIONS**: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable for a period of three years following termination. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

41. **INUREMENT**: The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

42. **FORCE MAJEURE**: Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a Subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Contractors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

43. **PARAGRAPH HEADINGS**: The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

44. **CITY EXECUTION OF AGREEMENT**: This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

45. **COUNTERPARTS OF THIS AGREEMENT**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

46. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

47. **ADVERTISING AND PUBLIC DISCLOSURE**: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

48. **COMPLIANCE FOR IN-SCOPE SERVICES**. The Contractor covenants and agrees to comply with all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Contract.

49. **ON-LINE AGREEMENT DISCLAIMER**. Notwithstanding anything to the contrary herein, the City shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

50. **PROHIBITED TERMS**. Any term included in this Agreement that requires the City to indemnify or hold Contractor harmless; requires the City to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

51. **ON-CALL SERVICES**: This Agreement or the SOW may contain hourly or daily rates and the Contractor and the Manager may enter into work orders for ongoing services. The City may authorize specific assignments for the Contractor by placing a written work order signed by the Manager and the Contractor (the "Order") describing in sufficient details the services and/or deliverables at the rates provided or as a flat rate. The Contractor agrees

that during the term of this Agreement it shall fully coordinate its provision of the services with any person or firm under contract with the City doing work or providing services which affect the Contractor's services. The Contractor shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement.

ATTACHED EXHIBITS
EXHIBIT A - STATEMENT OF WORK
EXHIBIT B- ORDER FORM
EXHIBIT C-CERTIFICATE OF INSURANCE
EXHIBIT D-HOSTING/SLA
EXHIBIT E-FUNCTIONAL MATRIX

1. FEES AND PAYMENT

Contractor shall invoice City annually, in advance, and all invoiced fees shall be due and payable in accordance with the City's Prompt Pay Ordinance. Monthly invoices shall be issued for Professional Services and include charges defined in Exhibit B. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset.

Any amounts not paid when due will be subject to interest pursuant to the City's Prompt Payment Ordinance.

A City will be considered delinquent if payment in full is not received forty-five (45) days from the date of the receipt of invoice. Contractor reserves the right to suspend or terminate this Hosting Agreement and City access to the Service if the City account becomes delinquent and is not cured within ten (10) days. City will continue to be charged and hereby agrees to pay for Service during any period of suspension. City's failure to pay any invoice after this ten (10) day period shall constitute a material default hereunder and shall entitle Contractor to exercise any and all rights and remedies provided herein or at law including a suspension of Services under the Hosting Agreement. In the event of a dispute between the parties that does not result in a termination of the Hosting Agreement, City agrees to make all Monthly Service Fee payments due under the Hosting Agreement pending the resolution of the dispute.

2. CITY RESPONSIBILITIES

The City is responsible for:

Assigning a primary and alternate City designated key personnel to coordinate all communications and activities related to Contractor services.

Providing user identification data and determining the appropriate security profile for each user. City will control security at the Application level.

All printing. No print job will print at the Data Center and all physical printing requirements will be handled by the City.

The purchase and installation of printers at City's sites for the Application being utilized as defined in the Scope of Services.

Installation, operation and maintenance of all workstation software (and City's LAN, existing data communications configuration, hardware, or software required at the City's site except as otherwise stipulated in the Scope of Services. Contractor network and network responsibility extends from the Contractor routers at Contractor's sites to all connected equipment at Contractor's sites.

Testing updates and fixes applied by Contractor to Applications used by City. With the exception of emergency fixes, City will test updates and fixes prior to their introduction to the Production environment within a mutually agreed upon time frame.

Testing upgrades. Upgrades will be moved to production by the Contractor at the end of the City testing period unless specific problems are documented in writing to Contractor.

Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the Contractor for assistance. Notwithstanding this diligence requirement, City is responsible for informing Contractor of any problems encountered in a timely manner.

3. OWNERSHIP OF DATA

City shall not obtain any ownership rights, title or interest in the software, hardware or systems developed or employed by Contractor in providing Services under the Hosting Agreement. Contractor shall not obtain any ownership rights, title or interest to City's data files. Upon expiration or termination of the Hosting Agreement for any reason, Contractor agrees to provide City with a copy of City's data files, as they exist at the date of expiration or termination.. City requests for data to be provided in any other format are subject to approval by Contractor and may require an additional fee.

Contract Control Number: TECHS-201951363-00
Contractor Name: AssetWorks LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

_____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: TECHS-201951363-00
Contractor Name: AssetWorks LLC

By: DocuSigned by: Rob Hallett 553E627451A7419...

Name: Rob Hallett
(please print)

Title: General Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

AssetWORKS

STATEMENT OF WORK

City and County of Denver, Colorado

FleetFocus™

FleetFocus Asset and Maintenance Management Applications

V3.11

June 7, 2019

Contents

Introduction

Purpose of the Project

The City and County of Denver, Colorado (CCD) Downtown Fleet Management group, Public Works Fleet Management, Public Works Fleet Logistics Operations, Denver Fire Fleet Management, and Denver Police Fleet Management currently utilize an Enterprise Resource Planning (ERP) system, known as FASTER (v6.9), which was first implemented in 2010. The FASTER system is currently an on-premises, windows-based system, and is used for the following functions:

- Asset management from acquisition planning through disposal
- Parts inventory management
- Work order management including maintenance and labor tracking
- Internal billing
- Tracking for licensing and registration, emissions testing, equipment certifications and safety inspections, etc.

Through this project effort the CCD is seeking to replace this current system, with a modern, cloud-based, functionally robust system that will support the end-to-end fleet management process; from planning, acquisition, repair and maintenance, inventory, to decommissioning. The objective is to implement a solution that provides the following capabilities.

- Automated workflow functionality
- Bar code technology for inventory tracking and work order fulfillment
- Mobile technology for data input
- Data migration of current and historical data from FASTER v6.9 to the awarded Vendor's replacement system. The current data load of 440 MB consists of roughly 5,000 active and retired asset records, graphic images/attachments, and parts inventory data. The current data is stored on a SQL server, which is maintained by Public Works Fleet Management
- Role-based in-system KPI dashboard functionality, dashboard development & customization for "super-users" of FleetFocus, Motor Pool, and CAM
- Automated data integration with the City's current financial system, Workday, and the City's FuelForce system
- Automated motor pool management functionality (reserve/check-out/check-in)
- Customer self-service module (dashboard/activity tracking, work order status, etc.)
- A web service or other direct-connect for advanced analytics and/or data visualization using a third-party enterprise tool for FleetFocus, Motor Pool, and CAM

Overview

AssetWorks is pleased to partner with CCD for a successful implementation of the AssetWorks Enterprise Asset Management (FleetFocus) system. This Statement of Work identifies the tasks required for the implementation of the AssetWorks FleetFocus solution and is based on AssetWorks' current understanding of the requirements and AssetWorks' previous experience with similar engagements.

AssetWorks recommends CCD use AssetWorks' project management, subject matter 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.

This section includes our complete response to the scope of work associated with the implementation of the proposed solution. This scope addresses the following items as they relate to the City's RFP documents.

- Project management approach
- Project team discussion, including roles and responsibilities
- Detailed overview of our standard implementation approach
- Detailed activity/task timeline
- Discussion of training approach
- Discussion of data conversion approach
- Discussion of interface development approach
- Discussion of testing approach
- Listing of milestone deliverables and documentation for each task

To best facilitate the implementation, AssetWorks urges CCD to formally identify a focal point for each of the critical business groups who will participate in or be affected by the project implementation. This involvement must come from all parties. These focal points 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 roll-out.

The AssetWorks team will provide CCD with expertise in industry consulting, technical consulting for integration and data conversion, effective training for a wide variety of roles and functions, and project management and documentation to ensure the highest quality implementation.

Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and CCD 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 of our current and past customers.

AssetWorks follows a collaborative approach to the implementation effort, engaging CCD staff in each step of the process. This approach is built upon a foundation of knowledge transfer. As we work through the implementation together, CCD 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 a quicker adoption of the solution by the organization's staff, and results in a smoother transition from implementation to operations and enables the customer to take full ownership of the solution.

Project Task Descriptions

WBS 1.0 Project Management Approach

Project Management Philosophy

AssetWorks has a Project Management Office (PMO) to guide the application of project management best practices and standards for the execution of all projects. The objective of this organization is to facilitate the application of project management in a scalable manner to all projects executed by the AssetWorks professional services organization. Within the AssetWorks PMO, AssetWorks applies best practices and standards consistent with those advocated by the Project Management Institute (PMI through their Project Management Book of Knowledge (PMBOK). Project managers at AssetWorks are encouraged to obtain their PMP and many project managers within our PMO currently carry their PMP.

As part of our organizational focus on effective project management, AssetWorks has developed best practices and standards around all aspects of project life-cycle management. Project execution begins with effective planning and initiation of project, including project planning, scope and schedule finalization, risk and quality planning, and a formal project kick-off. Once initiated AssetWorks follows a structured and standards-based process throughout the execution of the project, including risk and issue management, scope management and control, schedule and cost management and control, and quality assurance for all work activities associated with project execution. Finally, AssetWorks follows a structured project close-out process, which facilitates a smooth transition of the live production system to our customer care organization for the long-term success of the implemented solution.

Project Team and Kick-off Activities

AssetWorks recommends CCD appoint a core project team with representatives from all functional or operational areas of CCD'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 and familiarity with CCD's operations and objectives, and will form the majority of the roll-out team later in the project. The CCD project team will define their roles and responsibilities and establish project standards and controls.

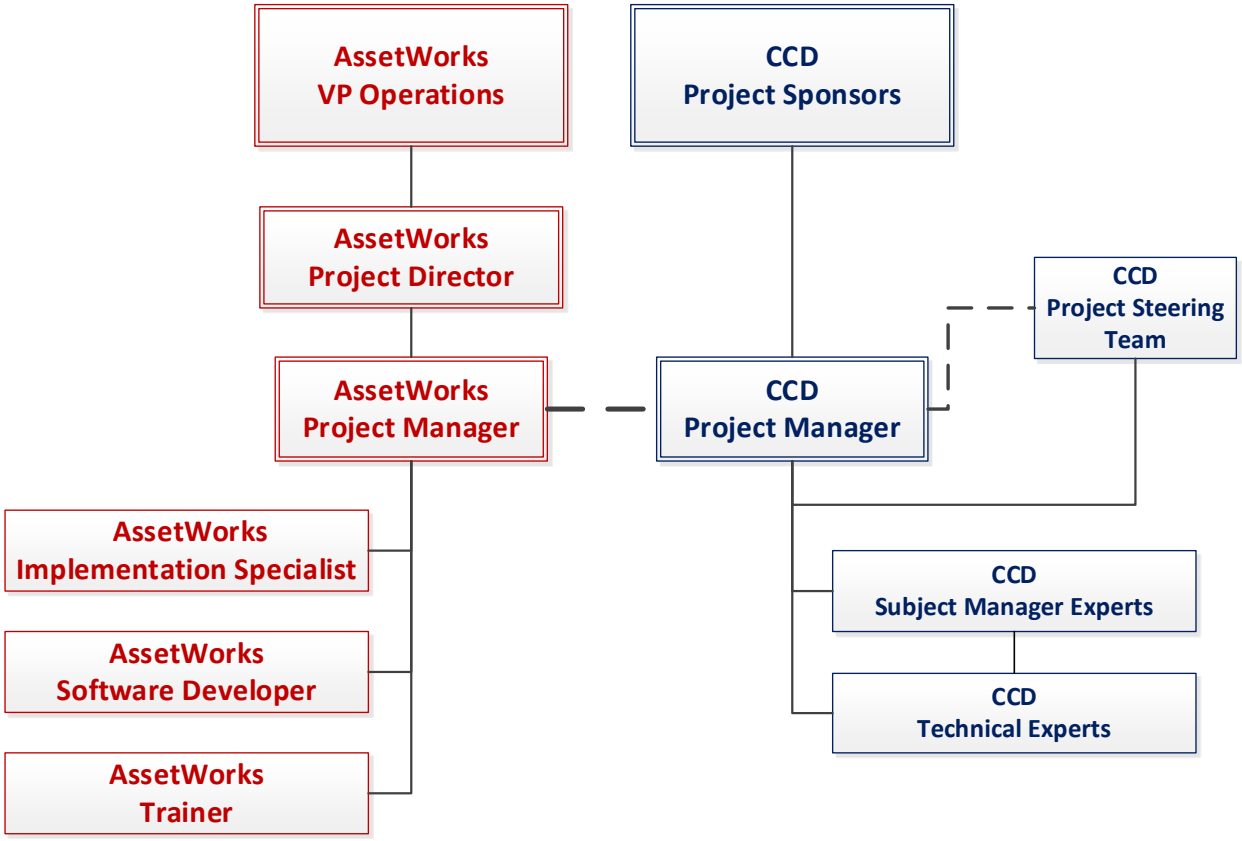
CCD will appoint a dedicated Project Manager, Subject Matter Project Leads, and supporting personnel from the designated CCD functional and operational areas. The CCD Project Manager will lead the overall CCD project team and be responsible for the CCD personnel and resources on the project. The Project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

AssetWorks will work with the CCD project manager to review AssetWorks' standard project management processes, which are based on the Project Management Institute's PMBOK® guides and standards. The process will include tools used for status reporting along the lines of integration, scope, time, resource, communications, cost, risk, quality, and procurement. The Project Managers will also define the schedule for project status meetings and communication channels.

Project Team

AssetWorks will assign a dedicated Project Manager, who will work with the CCD project manager and technical staff to guide the City through a successful implementation. In addition, AssetWorks will provide the necessary

consulting and technical resources to complete all aspects of the project. This will include consulting and technical implementation staff to facilitate interface and data migration design, development staff to facilitate the development of system interfaces, custom reports, and custom notification, and trainers to support train the trainer and end user training.



CCD Resources

AssetWorks assumes that all CCD project team resources will be committed to the project as of the project start date.

AssetWorks further assumes that CCD will provide the following resources to insure a successful implementation.

Project Steering Committee –The role of the Project Steering Committee will be to participate in setting the goals and scope of the project and to participate in periodic status meetings with the project team.

Project Manager - The Project Manager will be assigned with appropriate decision-making authority. This person will be the primary point of contact for the City with AssetWorks and will be engaged in all aspects of the implementation effort. This person should be able to access and organize CCD resources, schedule workshops and meeting, commit to dates and time lines, and facilitate completing the activities require CCD staff participation.

Subject Matter Experts - These resources will be considered part of the core project team and will participate in tasks including data clean-up and migration, system configuration, and project team training. Often these experts consist of functional Leads in their respective areas of expertise (e.g., maintenance), as well as other supporting

personnel from the various departments. The resources designated for these roles should have a good working knowledge of how CCD processes are performed and understand the reasons for the current processes.

Technical Experts – A team of technical experts will be involved in the technical duties that come with an AssetWorks implementation. Examples include:

- System Administrator – who will support basic IT administrative functions, including MAXQueue administration and troubleshooting, network and security for the web, application, and database server, etc.
- Application Administrator – who will be the leading key user of the system, and will facilitate data loading, user training, and once the system is live, be the first point of contact for all user issues in operating the system.
- Database Administrator – to provide standard database administrative functions for the database and database server.

Anticipated CCD Staff Time Commitment

The following table provides an estimate of the time commitment for CCD staff. These estimates are to be used as a guideline for project staffing purposes, and are derived from AssetWorks experience with other customers implementing the solution in a similar sized organization.

Resource	Estimate Time Commitment (in percent)	Discussion
Project Manager	50% or more	This individual will be the lead for the project for CCD, and will be engaged in all aspects. They will be facilitating workshops and meeting, managing the delivery and preparation of legacy data, facilitating the review and feedback on deliverables, and interacting closely with the AssetWorks PM.
Subject Matter Experts	20 to 40%	The involvement of subject matter experts in each service area to be part of the implementation is needed for success. The involvement with be higher at some points and lower in others, but as a rule of thumb it is useful to plan to spend between one day and 2 days per week during the implementation phase of the project. Key responsibilities for the implementation will include: • Providing guidance and feedback on reviewing existing documented workflows and requirements to align these with AssetWorks EAM functionality • Provide review and guidance for cleansing of legacy data

Resource	Estimate Time Commitment (in percent)	Discussion
		• Participating in design session for mapping data and workflow needs into the AssetWorks system • Providing review and feedback of all relevant deliverables • Participate in system and user acceptance testing
System Administrator	Up to 5%	The system administrator would perform the same type of standard activities for the AssetWorks system as with other Enterprise hosted software solutions. This would also include providing coordinating with AssetWorks technical support, facilitating integrations, troubleshooting MAXQueue integrations and errors, and other troubleshooting activities during implementation
Application Administrator	50% during implementation 25% during live operations	The EAM User Administrator would be a key point for executing the implementation. This will include activities such as: • Inputting system configurations • Providing review and feedback • Executing data loading • Facilitating initiate functional testing • Facilitating and assisting in trainer and user training • Facilitating in live system cut-over activities and on-going user support.

Project Kick-Off

Prior to scheduling the project kick-off meeting, the AssetWorks account manager and assigned project manager will meet to formally transition the project for implementation, at this time the AssetWorks project manager will be formally assigned and the AssetWorks project manager will reach out to the CCD team to plan and schedule the project kick-off meeting and other activities.

Once the project kick-off schedule is defined, AssetWorks will prepare and facilitate a project kick-off meeting. The kick-off meeting will consist of an introduction to the project for CCD's core implementation team. The meeting will review the project scope and time line as well as review the roles of each team member and expectations for project participation. Following the project introduction, AssetWorks will host an initial product training and orientation session to review the software with the CCD project team and appropriate CCD asset management and maintenance staff. The goal of this training session is to prepare CCD staff to effectively participate in all aspects of the implementation effort.

After the kick-off meeting, the AssetWorks project manager will work with CCD's project manager to finalize the project schedule and task plan based on information that was discussed prior to and during the project kick-off. The plan will include task assigned both to AssetWorks as well as CCD and will define the timeline, dependencies, and critical path the effectively implement the AssetWorks solution. It is anticipated that once the combined project scheduled and task plan is defined and agreed upon, the CCD project manager will lead the management of the plan with input and guidance from the AssetWorks project manager.

Task Assumptions

Travel: Expenses will be reimbursed as incurred. Expenses include actual costs for lodging, air and ground travel and per diem rates for meal expenses (following Rule 10.8 of the CCD Travel Policy), and will be billed separately as incurred. Any travel would require prior written approval by CCD.

Travel: Should AssetWorks engage staff physically located in the City or County of Denver, AssetWorks would not charge travel to the project for those specific project team resources.

Deliverable for Project Kick-off

- Project Management Plan, including
  - Draft project plan/schedule for the initial implementation with WBS tasks per the SOW
  - Scope management plan, including change control, action, and decision log
  - Project roster
  - Communication plan
  - Change management plan
  - Risk plan and register
  - Issue tracking log
  - Responsibility matrix
- Project kick-off meeting
- Project orientation training session
- Revised/finalized project plan/schedule for the initial implementation with WBS tasks per the SOW

Project Management - Monitoring and Controlling Services

AssetWorks will provide project management monitoring and control services to execute the project plan. The AssetWorks' project manager will coordinate all AssetWorks project activities. AssetWorks will provide the following project management services:

- Coordination of project resources and work so that milestones are met in an efficient manner; tasks will be designed so as to reasonably minimize implementation time and cost while taking into consideration resource and time constraints such as CCD staff availability
- Serve as the main point of contact for the CCD project manager
- Provide updates to the work plan and project budget every month
- Ensure quality deliverables
- Communicate and resolve project related issues and risks

The AssetWorks PMO Manager will serve as the project director to provide additional project oversight and guidance to help the assigned project manager monitor the project resources and budget, and ensure quality delivery of services. This manager is CCD's first escalation point for any issues arising during the project.

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

Scope Management

As part of the overall project management approach, AssetWorks will implement and follow specific scope change control procedures. This will include both regular status updates, which may vary in frequency throughout the project as deemed necessary by the AW and City project managers, as well as formal status meetings, typically monthly, to review progress, issues, and potential requirement changes throughout the project. As identified issues or requirement changes occur, these will be documented in the project issue log for tracking and auctioning throughout the project. If an issue requires a change to the scope, or will introduce 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 CCD 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 and formal change order request will be developed and provided to CCD 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 additional 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, would AssetWorks begin work on this change.

Schedule Management

As with the scope management, changes to the schedule will following the same change control process outlined above. All potential changes to the schedule, either as a result of scope changes, or other internal/external factors will be documented in the project issues log, if a change is necessary the decision will be documented in the decision log and recorded in the project change log. Only after the project team formally agrees to the change will it be implemented in the schedule.

Risk Management

AssetWorks follows PMI best practices as it relates to project Risk management. As part of the project kick-off activities potential areas of risk will be documented in the project risk register, which will be subject to review at all project status meeting and discussions. Risks will be monitored for their triggering events, and mitigation strategies will be defined ahead of time to be able to effectively address risk as they become issues. IN the register Risks will always be documented using the structure Cause – Risk – Effect to effectively understand the risk at its impact, and to define effective mitigation strategies in advance of the project risk occurring.

Quality Management

AssetWorks will provide for both collaborative development and draft review with the CCD project team for all consulting deliverables, once the draft deliverable process is complete, all deliverables undergo an internal peer review process to validate both the content of the deliverable, as well as the form of the deliverable to facilitate the delivery of quality in for content and form. To ensure product quality, AssetWorks performs detailed manual testing of enhancements and fixes included in each release before the release is made available, as well as

regression testing to ensure continued quality of stable areas of functionality. AssetWorks also continues to expand automated testing cases to cover more areas of the application to further reduce defects or configuration issues.

Communication Management

As part of the overall project management plan, AssetWorks will provide a communication management plan, which will include guidance on the most adequate forms of communications for the project team, this will include protocols for use of email, meeting, and verbal communications. It will define the schedule for the regular status meeting and check-ins. Typically, AssetWorks and regular weekly status check-in meeting for the project management team, as well as regular formal status meeting.

Project Change Control

Project change control is an integral part of the overall AssetWorks project management approach. Our approach proposes the following project procedure to address changes, which may potentially impact the project scope, schedule, and/or budget.

- A formal group will be defined to oversee potential scope, schedule, and budget changes, this will include the CCD PM and other designated staff (TBD by CCD) and the AssetWorks PM, PMO Manager, and Account Manager.
- When a potential change is identified the PMs for both CCD and AssetWorks will discuss and seek initial agreement that the change is needed
- Once this occurs, the change will be escalated to the change control group for discussion and agreement. This will include agreement that the change is needed, a formal understand of the impact of the change, as well as a discussion of not executing the change.
- Once the change has been deemed necessary, AssetWorks will prepare a formal project change request to document the scope of the change, as well as the potential costs associated with the change. All changes will be budgeted using the AssetWorks standard rate of $205/hr.
- The change control group will review the change request and determine whether to proceed.
- Once the decision to proceed is made, the change request will be executed and integrated into the project scope, schedule and budget.

This process should facilitate a better understanding of potential changes to the scope, impacts to the project when scope changes are not made, and the effective project planning updates required to formally integrate potential changes into the project.

Deliverable for Project Management Services

- Relevant status reports, issues log, and meetings regarding AssetWorks FleetFocus.
- Phased project plan
- Change management plan

WBS A.3.0 System Setup Services

Software Installation and Setup

AssetWorks assumes that it will be working within an AssetWorks hosted/SaaS environment. This will include the setup of 2 environments, the database, reporting and MAXQueue servers. This work will be completed following the project kick-off, but prior to the start of system setup activities.

Deliverable for Software Installation Services

- Installation of two environments of AssetWorks software

System Set-up Training

CCD should involve key users within the City participating in the implementation to provide input on the critical implementation decisions related to the setup of the system configuration elements needed to make the FleetFocus components of the system active. Decisions made during this phase of the project will have a ***direct effect*** on the work flow in the roll-out of AssetWorks FleetFocus.

This group must have the authority and charter to make appropriate configuration decisions regarding the AssetWorks FleetFocus implementation. The group representatives should have complete knowledge and familiarity with the operation. All decision made during these sessions will be documented as part of the decision log and the data loading sequence progress document, which will be maintained by AssetWorks throughout the system setup and data migration process to track progress and facilitate the inclusion of all relevant data elements.

AssetWorks will lead a three (3)-day session to train the CCD staff to effectively define and gather the appropriate coding conventions for asset numbering, asset classes, repair codes, PM schedules, PM parameters, PM checklists, and other items. Following the initial setup training session, AssetWorks will lead the loading of this information with support and input from CCD staff through a series of 2-hour on-site and remote working sessions. The set-up tasks will facilitate the work flows in CCD's operation. System set-up consulting is very much a dialogue and exchange of information where AssetWorks implementation staff will plan the overall integration of AssetWorks FleetFocus into CCD operation with the support and input of AssetWorks' application experts.

CCD's preparation for this engagement includes providing access to the relevant asset, inventory and maintenance data for AssetWorks staff prior to the initial session. The goal for these working sessions is to achieve at least 90% of the standard coding schemes and business practices required for system roll-out.

Finalize data definition, and processes

As part of the initial implementation, AssetWorks will lead efforts to finalize the definition of all relevant AssetWorks FleetFocus data elements and work processes, including asset management, maintenance, parts management, procurement, and other job functions. AssetWorks will require support and input for CCD staff in defining the various coding values and setup options. As a starting point, AssetWorks will deploy the Fleet starter database. This database include the standard recommended setup for various functions and work flows within the system. AssetWorks will document the decision made in a setup options document, which will be provided to the CCD system administer for future reference. In addition to reviewing and finalizing the options setup, AssetWorks will also guide CCD staff through the review of the recommended coding values, including Equipment Types, Task

and Repair Codes, Inventory Code Setup, and PM/Inspection scheduling and setup. AssetWorks will include this information in the setup documentation.

AssetWorks will work with the team to configure AssetWorks FleetFocus per the discussed work flow. This configuration will build on the setup defined with the CCD core team and will focus on specific decisions, such as location options, department settings, etc. This task will occur as soon as possible after the System Setup Consulting engagement.

Task Assumption

AssetWorks will deploy the standard Fleet starter database as a starting point for the system setup activities.

Further, in order to facilitate the review and decision-making for the setup options and the coding conventions, CCD will facilitate providing access to AssetWorks implementation staff to their current data stores at the start of the system setup workshop. These conventions will include reason and fault codes, work accomplished codes, task codes, location codes, employee information, user groups, and authorizations, etc.

Deliverable for System Setup Services

- Coding structure and data definition workshop(s)
- Documented options and coding value lists loaded to the test environment

WBS 4.0 System Configuration Services

Configure Modules

AssetWorks will provide an orientation for the modules included within the software licensing portion of the proposal.

In addition, AssetWorks will consult with CCD to configure the modules to facilitate the workflows for the maintenance, back office functions, and standard interfaces. Configuration includes, but is not limited to:

- Defining user groups and user access rights
  - Defining screen based user roles and rights
  - Defining field level rights
  - Assigning user groups for specific functions
- Creating automatic report schedules and distribution lists
- Work with City to define depreciation schedules
- Mobile application support for iOS/Android
- Establish process for deploying MobileFocus.
- Deploy standard reports, which require no additional modifications or enhancement
- Initializing notifications to facilitate business processes
- Assisting with Dashboard layout and design
- Create custom, reusable ad hoc queries
- Modifying screen naming conventions and field data entry requirements
- Creating custom menus for specific user groups

Configure Mobile Users

As part of the configuration of the web portals, AssetWorks will work with the City to identify those users, who will be using the Smart Apps software, and identifying on which platform those users will be using the software. This

will include the configuring of the mobile users to be able to use the application, and to configure the web administrative tool to identify, which user groups will have access to which Smart App functions.

Reporting Database

As part of the hosting services, AssetWorks offers a reporting database, which will facilitate a direct connection to CCD data in the hosted environment. This service will enable CCD to connect third-party reporting tools to the database to build custom reports and dashboards. This data is refreshed nightly. AssetWorks customer care team will work with CCD administrators to setup and configure access to the reporting database, and provide on-going support to CCD for establishing connectivity and using the database.

Deliverables for System Configuration Services

- Configured modules
- Configured mobile users
- Configured reporting database

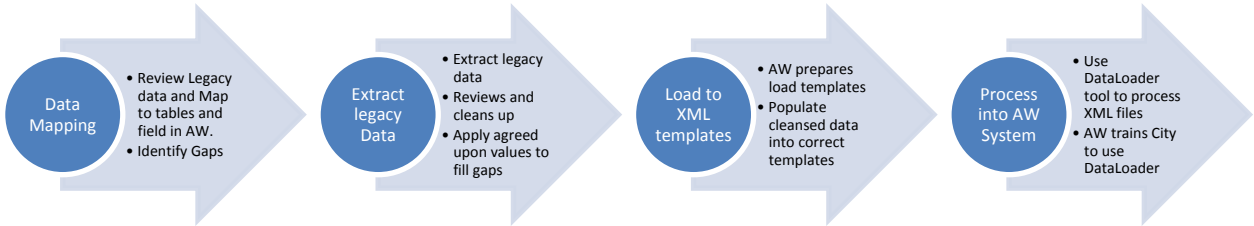
CCD is responsible for the acquisition and configuration of hardware and operating systems for end user devices.

WBS 5.0 Data Conversion Design Services

Data Conversion Preparation

As with the Setup activities, data migration activities will rely on the input and guidance of specific subject matter expertise from the CCD project team. Thus, CCD asset, historical, and configuration data will be migrated to support those groups participating in the implementation.

The objective of these data loading services is to process data from the applicable CCD asset, maintenance, operating, and inventory data sources and load the data into AssetWorks FleetFocus. It is anticipated that this will include data from the existing systems and data stored in stand-alone databases, Excel data tables, and the CCD legacy Fleet system. AssetWorks will need access to these data stores as soon as possible. Upon reviewing this data, AssetWorks will make recommendation to the CCD team to define exactly what data will be loaded and define a data mapping approach to bring the data into AssetWorks FleetFocus. AssetWorks will prepare the data mapping with input from CCD SME, which will result in a final data mapping and the identification of the specific sources for each data element.



Data Migration Plan

As part of the initial activities associated with this task, AssetWorks will prepare a data loading plan, which will document the necessary data required to make the system operational (e.g., asset data, current assignments and locations, etc.) and then identify, in conjunction with CCD staff, what data will be available from current systems, and what data may have to be developed or entered, and who will be responsible for defining the data. It is anticipated that the following data elements will be included in the data migrations effort:

- Fleet and Equipment records from the legacy fleet management system
- Detailed maintenance and operating history for current active and retired fleet and equipment units, it is anticipated this will include the complete maintenance and operating history for current active and retired equipment maintained by CCD.
- Inventory records and historic parts movement
- Operator and employee information to facilitate work order postings and motor pool reservations
- Existing Motor Pool reservations and dispatched vehicles to support system roll-out

Once the data conversion specifications are completed, AssetWorks will provide guidance and facilitation to CCD staff in the review and cleansing of data to facilitate preparing the data for loading into the AssetWorks FleetFocus database.

Data Mapping

AssetWorks will lead the effort to map existing data values to the appropriate fields within the AssetWorks data, as well as to identify gaps in the existing data as it relates to either system required values within AssetWorks, or to newly identified business needs. As part of this effort, AssetWorks anticipates engaging with the subject matter experts at CCD to review the data and discuss the mapping. Further, AssetWorks anticipates receiving guidance from CCD staff on addressing potential gaps in the data. This mapping exercise will guide the development of the appropriate data loading templates, which will be provided by AssetWorks. As part of this effort, it is anticipated that AssetWorks and CCD will review the legacy data coding values and determine which should be maintained and which should be replaced. AssetWorks will work with CCD to maintain as many of the legacy values as appropriate to facilitate the commonality of data organization between the legacy and the new systems, and to facilitate future asset history reporting.

This data mapping activity will include legacy Asset data, maintenance and operating history and inventory data, as well as data developed to support system setup and configuration. Data that does not map into AssetWorks FleetFocus will be evaluated for need and usefulness. If the data is required, AssetWorks will recommend the appropriate associations of the data elements, and define and load this data as additional attributes, or as subsystem component information for the associated asset records. Further, only data elements that can be entered on an AssetWorks FleetFocus screen are part of this loading

Format of Loaded Data

AssetWorks assumes that the bulk of the CCD asset and maintenance and operating history data will be loaded using the AssetWorks data loading tools. AssetWorks will extract the data from the legacy system, and the files will be formatted to facilitate uniform electronic loading. AssetWorks will format the data into the appropriate data loading format. AssetWorks requires that CCD review the data prior to loading to verify that values are correct, and

that only the necessary data is being loaded. AssetWorks will organize the data initially in a tabular Microsoft XML Spreadsheet 2003 format, which will be used for loading the information into the AssetWorks database as part of a batch loading process. Once the data is loaded to the AssetWorks FleetFocus database, AssetWorks will work with CCD to review the data to verify that it has been correctly loaded to the test environment. Once reviewed, adjustments to the loaded data may be made, and then validated by CCD prior to final loading into the final clean database.

Data Loading Testing

After AssetWorks has documented the data mapping and data load process, AssetWorks will facilitate the testing of CCD's data. These tests will validate the data migration strategy that the team defined in earlier stages. This process will require involvement from CCD staff.

AssetWorks will load samples of the data for review and validation purposes. AssetWorks will assist the CCD Project Manager and subject matter experts in the validation process. Following the validation AssetWorks will load the data based on the rules defined earlier during the data mapping and documented in the data migration plan. Data will be loaded into the development environment and validated by CCD before being converted into the production environment.

Task Assumptions

AssetWorks will own the data loading process, and prepare the deliverables for this task, however in order to facilitate the use of the bulk data loading tools in the future, and to train CCD staff to administer and operate the AssetWorks system in the future, Assetworks will train appropriate CCD staff throughout the data compilation, loading, and validation process. CCD staff will provide data review and will be required to review and approve of the data content prior to populating the database. AssetWorks will not independently cleanse any CCD data, but will require guidance from CCD on the clean-up and preparation of the data for loading into the AssetWorks database.

AssetWorks will require access to the legacy systems and data elements during the requirements validation process. This is necessary to facilitate the development of the data loading plan and data mapping templates. Should access to the legacy data sets be delayed, this will result in a delay to the delivery of the project.

Deliverables for Data Conversion Services

- Data Migration Plan
- Data Mapping of Legacy Data to AssetWorks Database Environment
- Data Loading Templates
- Data Loading Training
- Data Loaded to Test and Production Environment

WBS A.6.0 Technical Services

Interface Development

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

- Create a preliminary specification
- City project team reviews the preliminary specification
- AssetWorks updates the specification
- City project team provides final approval of the specification
- AssetWorks builds and unit tests interface
- AssetWorks and City incorporate interface into the test environment
- AssetWorks and City perform integration testing of the interface
- City gives acceptance of interface

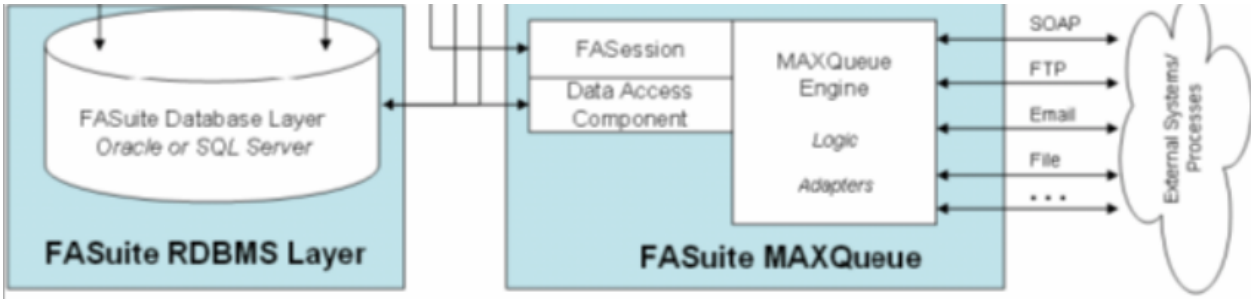
AssetWorks will provide interface planning services to develop a roadmap for the integration between FleetFocus and City's other systems, as described below. The project team will discuss and specify the data elements required, the time of the exchange, and the method of data exchange.

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 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 of 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.

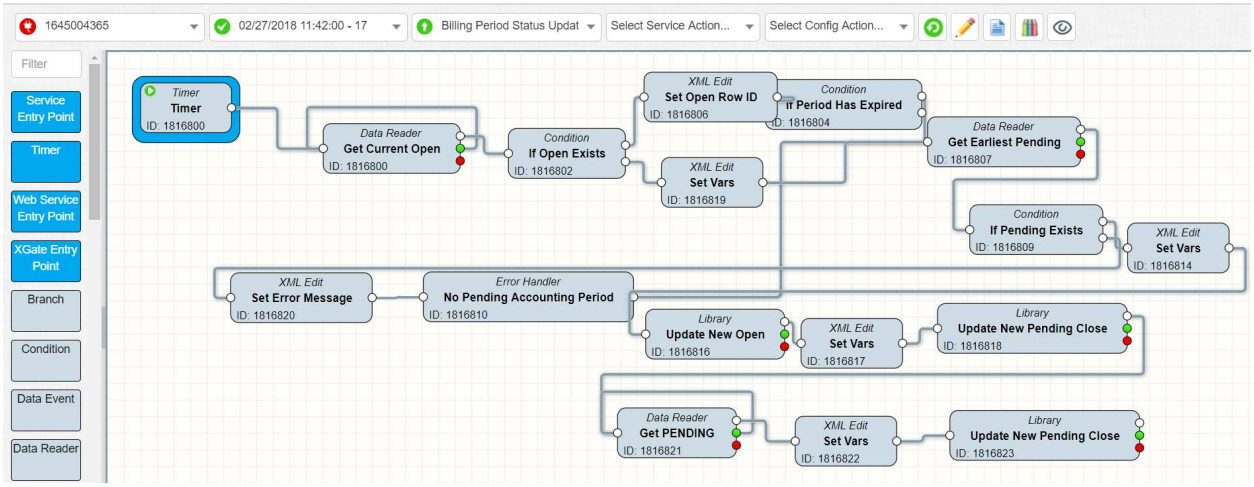
AssetWorks can create an on-demand or scheduled batch interface that uses text files to update or extract records in FleetFocus. When FleetFocus has been interfaced to export data to flat file legacy systems, programs are created that insert rows into the target transaction file. In some cases, intermediary 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 City's other enterprise systems. For each of the following scenarios, AssetWorks has provided the proposed work flow or interface. These recommendations are based on our experience, and best practices for maintenance system integration.

Interfaces Include in Scope

CCD has identified several specific required interfaces to the proposed AssetWorks FleetFocus solution. It is anticipated each of these distinct interfaces will support various operational activities. However, AssetWorks does anticipate that additional interfaces may be needed, or that refinements to the below listed integrations may be needed. As part of the initial proposal, AssetWorks has included a budget for the interfaces called out in the requirements documents, based on our initial assumptions of how those are anticipated to be integrated with the City's work flows. The interfaces, as defined below, represent a high-level description of each proposed interface. As part of the interface design activities the specific details of each integration will be documented, reviewed, and mutually agreed upon between CCD and AssetWorks prior to initiating any development work. The integrations included at this time include:

Interface Name	Functional Description
Fuel Interface – FuelForce to FA	AssetWorks will provide the services to build an interface to accept and process data, either as a flat file sent as web service call from the City's fuel management system FuelForce. This file will be processed on a timed basis (daily or weekly). The interface will process the relevant data listed below provided by the flat file and validate the required data elements: - Odometer readings (miles and/or hours) - Vehicle Number (asset number) - Quantity of Fuel - Type of Fuel - Time - Date - Location - Employee Number The City will provide the services to generate the flat file and store on a FTP site to which the FleetFocus application will have access. The standard MAXQueue error handler will be used, and the standard MAXQueue error notification service will be configure to enable notification to the appropriate user to review and manually reprocess errors captured by MAXQueue during the processing of the interface.
Bulk Fluids order (for FuelForce)	AssetWorks will provide the services to build an interface to update FuelForce when orders for fluids are received and added to inventory. The interface will process the relevant data to create an update to fuel/fluid quantities in FuelForce. The City will provide the services to enable the FuelForce application to receive and process the data send from FleetFocus and import it to FuelForce. The standard MAXQueue error handler will be used, and the standard MAXQueue error notification service will be configure to enable notification to the appropriate user to review and manually reprocess errors captured by MAXQueue during the processing of the interface.
Purchase Requisitions Interface – FleetFocus FA to Workday	This is anticipated to be a two-way interface sending requisitions to Workday to initiate a purchase transaction, and receiving updates from Workday.

Interface Name	Functional Description
	Users will enter a request to purchase a new item in FleetFocus using the Parts Requests, Requisitions, or Replenishment screens. The items included with this interface include any item routinely purchased by and for the maintenance department. This will include: • Storeroom materials – either single purchase and replenishment • Bulk fuel purchases • Commercial/3rd Part services for outsourced repair services FleetFocus will not provide the workflow (edits, data entry rules, checks, etc.) that might exist in the Workday system. Once the transaction is successfully processed, FleetFocus will send this request to Workday using the standard Workday API. CCD will provide the services to have the Workday system process this request from the API. CCD will provide services to send a status update transaction to the MAXQueue services end point when CCD actions the requisition, either to approves the requisition, or update the requisition with notes to request updates to the requisition document. AssetWorks will provide the services to notify the requestor and process this data and update the request in FleetFocus, and then send the updated information back to Workday using the standard Workday API. This scope of work assumes CCD will be able to use AssetWorks standard purchasing interface formats and standard Workday APIs. The interface will not connect or communicate directly with the Workday system. The standard MAXQueue error handler will be used, and the standard MAXQueue error notification service will be configure to enable notification to the appropriate user to review and manually reprocess errors captured by MAXQueue during the processing of the interface.
Purchase Orders Interface –Workday to FA	CCD will provide services to send a "Purchase Order" transaction to the MAXQueue services end point when CCD approves the PO to be sent to the vendor. AssetWorks will provide the services to process this data and update the request in FleetFocus. This will include both linking the purchase order to the associated requisition in AssetWorks, creating the Purchase Order in

Interface Name	Functional Description
	AssetWorks, and updating the purchase order with a status should this be updated by Workday at a later date. This scope of work assumes City will be able to use AssetWorks standard purchasing interface formats and standard Workday APIs. The interface will not connect or communicate directly with the Workday system. The standard MAXQueue error handler will be used, and the standard MAXQueue error notification service will be configure to enable notification to the appropriate user to review and manually reprocess errors captured by MAXQueue during the processing of the interface.
Blanket Purchase Orders Interface – Workday to FleetFocus FA to	CCD will provide services to send a "Blanket Purchase Order" (BPO) transaction using the standard Workday API to the MAXQueue services end point when CCD sends the Purchase Order to the vendor. It is anticipated that the BPO will be sent to the AssetWorks Vendor Contracts screen, and would be used to facilitate making orders and receipts as part of storeroom replenishment. AssetWorks will provide the services to process this data and update the request in FleetFocus. This will include both linking the purchase order to an associated requisition in AssetWorks (if required), creating the Purchase Order as a Vendor Contract in AssetWorks, defining a standard Materials pricing list associated with the BPO, and updating the Vendor Contract data in AssetWorks should the BPO be updated in Workday at a later date. This scope of work assumes City will be able to use AssetWorks standard purchasing interface formats and Vendor Contract setup options and standard Workday APIs. The interface will not connect or communicate directly with the Workday system. The standard MAXQueue error handler will be used, and the standard MAXQueue error notification service will be configure to enable notification to the appropriate user to review and manually reprocess errors captured by MAXQueue during the processing of the interface.
Receipts Interface – FleetFocus FA to Workday	Users will take delivery of ordered items and services in FleetFocus using the Receipts screen. FleetFocus will not provide the workflow (edits, data entry rules, checks, etc.) that might exist in the Workday system receipt processes. Once the transaction is successfully processed, FleetFocus will send this receipt to Workday using the standard Workday API. This will

Interface Name	Functional Description
	include both receipts against standard purchases orders as well as blanket purchase orders. City will provide the services to have the Workday system process this transaction. Once the receipt has been processed in the Workday system, it will follow the current business process through invoice matching, payment, etc. City will enter all invoice information directly in the Workday system. FleetFocus will provide the receipt information (as described above) to support the matching activity, but will have no role in the actual match or payment process. Correction for all invoicing and payment discrepancies will be handled manually. This scope of work assumes City will be able to use AssetWorks standard purchasing interface formats and standard Workday APIs. The interface will not connect or communicate directly with the Workday system. The standard MAXQueue error handler will be used, and the standard MAXQueue error notification service will be configure to enable notification to the appropriate user to review and manually reprocess errors captured by MAXQueue during the processing of the interface.
Asset Update Interface – Bi-Directional between Workday and FleetFocus	This interface would be two-way interface between Workday and FleetFocus. Data will be exchanged via web service or Workday Standard API. The interface will send specific asset or component information from Workday to FleetFocus. This would include the Workday assigned Asset Number as well as relevant financial information, depreciation data, etc. This integration would also send data from FleetFocus to Workday, this data might include information on assigned locations, departments, in service date, and child assets (component relationships). This interface will require that the Asset already exist in FleetFocus for Workday to send information. When updating an asset, information required by the particular asset (fleet or component) for update as defined in the integration specifications must be included by Workday, or a standard application error will occur. Assumptions ○ Estimate ~20-30 fields being sent between Workday to EAM to either Asset Primary or Component screen ○ Estimate 5-10 simple data rules

Interface Name	Functional Description
	○ When inserting new assets into EAM, the following data points will not be created, nor updated, by the interface if not previously created or configured in EAM. A standard application error will be logged instead ▪ Equipment Type ▪ Equipment Class for usage types ▪ Equipment class ▪ location ID ▪ Department ID ▪ Priority ID ▪ Life cycle status code ID ○ All FASuite settings OOTB, no additional rules outside of application logic ○ Standard MAXQueue error handler, no additional processing rules for errors
Vendor Interface – Workday to FA	AssetWorks will work with CCD staff to define an integration methodology and develop and integration, either relying on a pull from a staging table, or receiving data sent from WD via a defined web service through MAXQueue. The resulting vendor master interface will keep the list of vendors synchronized with those approved in the Workday system. The design of the interface will be determined during the project, but it is anticipated to include vendor code, vendor name, billing address, and discount rate. AssetWorks will process the data provided by the Workday system and will accept the information that can be mapped to fields in the vendor primary screen in the application. City will be responsible to provide the data in the agreed upon format and timing identified in the design documentation.
City Directory Interface – AD to FleetFocus FA	AssetWorks will provide services to develop an interface to create, update or inactivate User and Operator/Employee records in FleetFocus associated with the City's Directory. AssetWorks will deliver an Interface that will have access to the City Directory. CREATE or UPDATE to FleetFocus user and operator/employee screens with ~10-20 fields per Screen Interface will link the user and operator records upon creation. For fields required to be populated on the User and/or Operator/Employee screens, all values for fields in FleetFocus

Interface Name	Functional Description
	which require a defined list, such as User Group, Location(s), Department(s), are required to be pre-configured within FleetFocus by City. If a required value is not found, or if a list value that is not defined, is used - an error will occur upon creation. Errors can be manually reprocessed after required data is created manually. City will provide a username and password for the Interface that has access, and therefore the necessary permission, to Active Directory to identify the employees that have been removed from City payroll. City will provide the information to AssetWorks development on how to tie user records in the Active Directory to user and operator records in FleetFocus. All FleetFocus settings out of the box, no additional rules outside of application logic. Interface is one-way into FleetFocus This integration will support user setup to facilitate the use of SSO. Interface will be trigger will be timer based, i.e., every 60 minutes. City will have the system setup so that the MAXQueue interface, when querying the Active Directory, will not be flagged as an attack or a virus by any internal security systems. The standard MAXQueue error handler will be used, and the standard MAXQueue error notification service will be configure to enable notification to the appropriate user to review and manually reprocess errors captured by MAXQueue during the processing of the interface.
Monthly Billable Charges from FleetFocus to Workday	This interface will send monthly billing charges to Workday via a Workday Standard API (Submit_Accounting_Journal) to create GL transactions in Workday. This would include monthly operational maintenance costs for equipment and motor pool charges to generate back charges to other departments. This is a One-way - Out of FleetFocus to Workday Estimate 5-6 simple data rules (formatting of fields with concatenation) All FASuite settings OOTB, no additional rules outside of application logic

Interface Name	Functional Description
	Standard MAXQueue error handler, no additional processing rules for error This scope of work assumes City will be able to use AssetWorks standard interface formats and standard Workday APIs. The interface will not connect or communicate directly with the Workday system. The standard MAXQueue error handler will be used, and the standard MAXQueue error notification service will be configure to enable notification to the appropriate user to review and manually reprocess errors captured by MAXQueue during the processing of the interface.
Standard Zonar Integration	AssetWorks will provide services to configure, test and implement the Zonar Systems Electronic Verified Inspection Report (EVIR) integration to FleetFocus and provide technical and functional support as well as related training. Zonar defects and related meter readings (from inspections) are passed to FA as Service Requests and Meter 1 and Meter 2 Updates. The interface has the option to create work orders and auto assign the service request to the work order for critical defects. Zonar odometer readings from no-defect inspections are passed to FA/EAM as Meter 1 and Meter 2 Updates. Completed or rejected service requests are passed FA to Zonar upon the service request status changing to 'FINISHED', 'CLOSED', OR 'REJECTED'. AssetWorks will also provide services to configure, test and implement the Zonar Systems GPS integration to FleetFocus and provide technical and functional support as well as related training. Meter readings form Zonar GPS devices are passed to FA as Meter 1 and Meter 2 Updates. The interface creates an Equipment Meter Update for each piece of equipment reported.

Deliverables Integration

- Specification for Each Named Integration
- Each Named Integration Deployed to Test
- Each Named Integration Deployed to Production

Enhancement Oracle OAM and OIM authentication

FleetFocus supports a variety of protocols by supporting configurations for Single Sign On with specific tools. If using one of our supported methods of authentication - such as Windows Authentication, or Active Directory Federated Services (ADFS) – the client is able to use the FleetFocus FA website in a SSO environment. FleetFocus SSO options are SAML 2.0 compatible.

For a new method to be created and configured for this City, certain assumptions need to exist with the method City employs:

- FleetFocus software needs to be able to connect via a secure web request to City's authentication end point(s).
- Endpoints need to properly be configured to respond with the authentication token in a format which FleetFocus can consume for authentication.

If City-requested method supports the secure web request as necessary, and the City's servers are configured in the manner required to provide a secure connection, the development effort can be completed to build a new method into the FleetFocus software Configurator, for use of the new approved method.

Deliverables OAM and OIM

- Specification for OAM and OIM Enhancement
- OAM and OIM Enhancement Deployed

Key Valet Implementation

Project Management and Oversight Services

In additional to the overall project management activities defined above, the AssetWorks Project Manager will ensure that sufficient resources are available to implement Key Valet 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. Further, the AssetWorks Project Manager will coordinate the following:

- Review and discuss vehicle availability for RF unit installation (if applicable)
- Determine installation roll-out procedures and site sequence
- Finalize hardware order

Software Installation

AssetWorks will prepare the environment to provide the KeyValet module. AssetWorks will also install and configure software necessary for communication to the KeyValet control units. AssetWorks is not responsible for any network or infrastructure installation or configuration.

System Setup and Configuration

AssetWorks also will work with the team to configure the new KeyValet modules. This configuration will be based on discussion with the City core team and will focus on specific decisions, such as pool vehicle setup, operators, location options, department settings, etc.

System Testing and QA

AssetWorks will perform a few test reservations, dispatches and returns to confirm the system is communicating correctly and configured to facilitate motor pool transactions.

Hardware QA Review

AssetWorks will review the hardware installation and site preparation with City to confirm proper connectivity and operation. The review will ensure that everything is in proper working order prior to production roll out of the

system. AssetWorks will also perform a few test reservations, dispatches and returns to confirm the system is communicating correctly and configured to facilitate motor pool transactions.

Production Cut-over

AssetWorks will be present to assist in operator use of the key box, provide refresher training to the City System Administrator and address any configuration issues that might arise. A total of up to 8 hours of go live support will be provided.

Deliverables Key Valet

- Key Valet Configured and Deployed

Motor Pool Enhancements

Update Motor Pool Reservation to Review Valid Training Certification

Create a new setting for restrictions of expirations of certifications, as existing drivers licensing functionality is available. This will be by configuration, and per-certificate, so that it can be configured that a certification for a non-vehicle related training or testing can still be tracked, but only items which explicitly are noted will require a non-expired certificate.

This option will be implemented such as the existing “Require valid operator license expiration date” where valid is a requirement to be greater than the current system date. When utilized, the user will be required to have the valid certifications for the certifications which are marked as required within the system, to continue to make a reservation. Certification cannot be updated on-the-fly and must be managed through eh Operator Training portal, by entry of both a “Certification expiration date” as well as a field for “Required.” If required is set per this certificate/course, the date will be validated and if no valid date found, the operator will not be permitted to make a reservation, and the customer must implement a process to contact an administrator for issuance of a vehicle.

Included within this quote set, are:

- Changes to configuration for Operator Training to allow a “Required” flag to be set, per course
- Changes to configuration for Reservations portal to restrict users rather than on just 1 (Driver’s license) configuration, multiple (including items from Operators Training certification)
- Changes to Reservation creation portal and KeyValet to mimic existing Driver’s license validation for the other certifications, when enabled as required.

Task Assumptions

- If the overview of the Report or Notification does not fit the original request, a re-quote is needed as well as update on what the intended functionality needed is.
- All work to be quoted for a future release of v.19.x if signed by end of June 2019, and all (if any) specification requirements or related project requirements are met by customer within 30 days of signature.
    - This can include but is not limited to: Need for development meetings, with team’s technical resources, and/or technical specifications from customer, on implementation settings or other details, as requested by Project Manager.
    - Specific patch version of 19.x is still TBD, but will be confirmed by AssetWorks upon signature, and is confirmed to be within a released version in 2019.

- If dates are further than noted above, a future version/timeline assessment will be assessed, but costs are still valid if signature is completed prior to quote expiration date.

- Customer will be required to upgrade to the appropriate version for this functionality. Patch version to be determined once contract and specifications are signed and ready for development.
- All FASuite settings out-of-the-box, no additional rules outside of application logic aside what is mentioned in this quote.

Deliverables Motor Pool Enhancement

- Specification for Motor Pool Enhancement
- Motor Pool Enhancement Deployed

WBS A.7.0 Testing Services

Test Plan

AssetWorks will prepare a standard System Test Plan. The final test plan for CCD will be developed based on the requirements identified within the Fit/Gap Report delivered under WBS 2.0, and the data and work flow configuration defined in WBS activities 3.0, 4.0, and 6.0. It is anticipated that some of the testing scenarios will include, but not be limited to:

- Verify the security and access control functions for several User Groups
- Add and modify asset primary information
- Add and modify parts primary information
- Open a repair order and a PM order/inspection for an asset
- Charge labour to the work orders and verify the charges/credits of hours and costs
- Charge inventory parts to the work orders and verify the charges/credits 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
- Configuration of capital asset plans
- Verify work order charges
- Adjust parts inventory both upward and downward
- Generate a sampling of standard reports
- Verify a sample of asset master records
- Managing materials inventory
- Billing and GL integration
- Motor pool reservations and dispatching

Execute Test Plan

AssetWorks will work with CCD to load sample sets of CCD data to facilitate integration and workflow testing. 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.

AssetWorks will guide the designated CCD system users through the various testing scenarios, to facilitate an effective test, and to validate and document any adjustments to configuration, or potential missing data elements. This test plan will be executed according to the schedule in the project plan.

As part of the testing effort AssetWorks will guide CCD through system testing. This will include preparing testing scripts for system testing, making updates to the test plan following the system testing, and providing a testing report for both system testing and UAT, as well as developing a testing issues tracking log to facilitate configuration and data corrections based on the results of the testing, and facilitating retesting until all scenarios pass.

Document and provide test results

AssetWorks will provide documented test results that include the test criteria and note the outcome of each test. The document will be in the form of an issues and actions log, which will facilitate making any corrections and retesting the scenarios requiring correction.

Deliverable for System Testing Services

- Written Test Plan.
- System Test scripts for AssetWorks FleetFocus system testing.
- Test results for AssetWorks FleetFocus system testing.

WBS A.8.0 Training Services

The training will be role-based and will differ for trainees from the various organizational and functional areas. Each 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 Preparation

The AssetWorks project team will develop and deliver a training program to provide AssetWorks EAM training for various CCD key users/trainers. The training will be role-based and will differ for trainees from the various functional groups as defined by the CCD.

At the conclusion of the training, each CCD key user/trainer will have the basic skills in the overall use of AssetWorks EAM and adequate knowledge of how to use the application in his or her specific job function or area of expertise.

After the initial training, CCD's key users will provide all subsequent user refresher training and guidance in the use of the system required in connection with new members entering the user community and on an ongoing basis. Any training materials, including presentation materials, delivered to CCD will be delivered as electronic media in Microsoft Word, Microsoft PowerPoint, or other editable format.

Develop Training Plan

AssetWorks will develop a training plan that describes training that will be delivered. AssetWorks will develop a plan that addresses the following topics:

- Schedule for training by class groups
- Specific facility and technology requirements for training sessions
- Specific requirements of CCD project team and subject matter expert staff
- Assessment of required levels of training for CCD's current user roles. This training will be broken down by the specific roles, i.e. Supervisor, maintenance worker, storeroom clerk, etc., and by functional area, i.e. vehicle maintenance, inventory management, purchasing, etc.
- Samples of training media for each type of role described below (e.g., handouts, practice exercises, and screenshots with step-by-step instructions).

Prepare Training Materials

Once CCD approves the Training Plan, the AssetWorks project team will provide the CCD project team and subject matter experts with the standard workflow training materials, and provide guidance to CCD staff to facilitate the modification of the standard AssetWorks training materials to address specific work flow and processing needs for the use of the AssetWorks EAM solution at CCD. AssetWorks training materials assume all users are familiar with a Windows, or for Mobile users with the Apple iOS or Android operating environments; the AssetWorks training will not include any Windows, Apple, Android, or other remedial computer training.

The training will cover work order functions; parts and labor posting functions; reporting and dashboard configuration for appropriate audiences; and other common features and transactions. The topics and work flows included in the training will be those finalized by the CCD team during the Functional design and Configuration tasks and activities. Any deviations in the defined and agreed upon work flow will cause delays and added costs to the training.

AssetWorks will provide a master electronic version to CCD. CCD will be authorized to use training materials for ongoing training within CCD staff and users of the implemented AssetWorks EAM solution. All courses will consist of a combination of classroom and hands-on instruction. Training will include classroom and hands-on instruction through the use of the actual application.

Training

System Administrator Training

AssetWorks will provide System Administrator training for fifteen (15) system administrative users. Each classroom style session will accomodate up to ten (10) attendees (assuming City's training facility has a sufficient number of workstations for this training). These trainees will be responsible for supporting the FleetFocus application from a technical perspective. The training will cover, but not be limited to, the following areas of FleetFocus:

- Application logging and troubleshooting
- Notifications/Dashboard Configuration
- Application Security Settings
- Mobile device hardware and software management (if applicable)

- Data loading and batch processing
- Table management and data archiving
- End of Period Processing/Table Management
- User and User Group Maintenance
- Interface troubleshooting
- Data dictionary and system diagrams

Train-the-Trainer Training

AssetWorks will provide operational, role-based training to the CCD key users/trainers. AssetWorks anticipates training up to 20 CCD trainers across the various roles being performed within the system. Individual classes will be between 10 and 12 user and each session will last between 2 and 4 hours depending on the subject matter. AssetWorks also anticipates that some users will be trained in multiple roles, for example supervisors will also be trained with the technicians so that they will understand how the technicians will be using the system.

The topics and work flows included in the training will be those finalized by the CCD team during the Setup and Configuration stages, and will include, but not be limited to those listed below. In some cases it is anticipated that some user roles will receive more diverse training than others, while other more populous roles will have less diversity in training sessions. These decisions on training sessions, participation, and distribution across the various user role groups will be defined as part of the training plan development identified above. CCD should remain especially sensitive to necessary last-minute procedural changes or clarifications based on end user feedback.

Technician Training

In this course, participants will learn how to use the 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 and completing PM checklists. Topics to be covered will include:

- Technician Portal overview
- clocking In/Out
- View work status and assignments
- Create new work orders
- Work order main page
- Job on and off task
- Modifying tasks
- Add notes to tasks
- Finding existing work orders
- Posting indirect time
- Viewing daily timesheet
- Assigning service requests
- Viewing work order history
- Creating part requests
- Component Warranty
- Understanding the AssetViewer
- Completing PM checklists

- Work order postings
- Put work order in Work Finished status
- Executing reports

Supervisor Training

In this course, participants will learn how to use the FASuite portals (Work Management, Screens, and Reporting) 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 PM schedules and executing reports. Training will cover the areas below and additional areas necessary to answer questions regarding shop operations. Topics to be covered will include:

- Work Management Portal overview
- Employee management
- Work order management
- Filtering in the Work Management Portal
- Work order assignment
- Viewing existing work orders
- Creating PM and repair work orders
- Work order main page
- Work order action buttons
- Assigning work to a technician
- Shop Calendar
- Assigning service requests
- Reviewing work order history
- Creating part requests/issues
- Understanding the AssetViewer
- Work order postings (after the fact)
- Posting labor adjustments
- Review and close work orders
- Executing reports
- Web screen navigation

Inventory Management (Storeroom) Training

This training is for any individuals who manage parts transactions and inventory management. Topics to be covered will include:

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

- Enterprise Portal
  - Stock replenishment
  - Part transfers
  - Parts adjustments
  - Inventory counts
- Executing reports

Manager/Director Training

This training is for senior or executive management staff. Topics to be covered will include, but not be limited to:

- Basic system navigation
- Work Management Portal overview
- Employee management
- Web reporting and Report retrieval
- Ad Hoc Query
- Dashboard configuration and use

CCD 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.

Financial and Asset Management Training

- Basic system navigation
- Asset Management Portal overview
- Web reporting and Report retrieval
- Ad Hoc Query
- Dashboard configuration and use

Deliverable for Training Services

- Written Training Plan

- Standard Training Materials
- System Administrator Training.
- Train-the-Trainer Training.

WBS A.9.0 Production Roll-Out Services

Prepare for Cut-over

AssetWorks will work with CCD to stage and prepare for the system roll-out/cutover. This time includes final site testing of hardware and system readiness and review of procedures with user personnel.

As part of this effort, AssetWorks will work with the CCD to prepare a Production Roll-Out to document the specific cut-over steps, transition to operations within the new system, and a go-live checklist to verify that all items have been completed and the system is ready for production roll-out.

Cutover support

When CCD commences live operations using AssetWorks FleetFocus, AssetWorks will be on-site to provide "go live" assistance for the CCD maintenance operations. This step is critical to success. AssetWorks staffing will be on-site for the go-live to provide any guidance and mentoring of administrative staff. The AssetWorks and CCD team will provide refresher training and help to technicians, supervisors, inventory personnel and back office functions to make sure the transition is as smooth as possible. This on-site support could include data imports, report development, hands-on help for the users, etc. This on-site support for go-live will include 1 AssetWorks staff, which will work with the CCD key users to support the production roll-out process.

Following the first week of on-site go live support, AssetWorks will be available for remote support via phone and WebEx sessions. It is anticipated that CCD would be adequately self-sufficient with the system to be able to operate and administer the system independently, with only very limited or no hands-on support from AssetWorks. This would include the ability to troubleshoot issues, and determine when appropriate to reach out to AssetWorks technical support (Help Desk) staff.

Deliverable for Operational Roll-Out

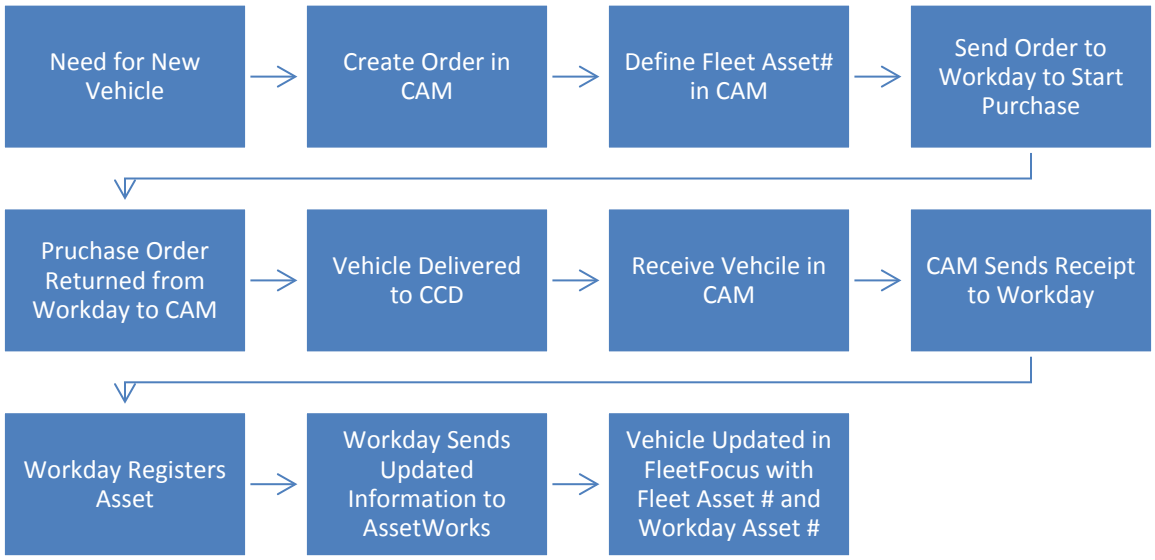
- Production Roll-Out Plan
- System Documentation – provided as part of the standard software documentation and other developed project artifacts.
- Live production environment and operations

Post Implementation Support

Following the commencement of live operations, AssetWorks professional services staff will be available remotely to facilitate the transition to the AssetWorks and the CCD technical support team. This support will include troubleshooting of work flow issues, facilitating some additional remote training, and guidance on creating new assets, or executing the system interfaces.

WBS CAM Capital Asset Management Module Implementation Work Plan

The following WBS tasks represent those services necessary to implement CAM and subsequent releases of CAM. These services include the installation of the CAM module and database; project management services; system setup and configuration instruction and support, basic training services; and data loading. The proposed project plan assumes that AssetWorks will provide instruction and direction to CCD during the implementation with CCD Project Team responsible for conducting most of the task work.



CAM-1.0 Project Management

AssetWorks will provide project management and administrative services to execute the project plan, including: initiating the project, conducting a Project Kick-off meeting, managing all deliverables and the project budget, coordinating any change orders, and overseeing the overall project administration and billing.

AssetWorks will assign a Project Manager to lead the CAM implementation and coordinate all AssetWorks project activities. 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 Project Manager will report directly to the Director of Professional Services (Project Director). While the Project Manager is the primary contact, the Project Director is CCD's first escalation point for any issues arising during the project, while the Program Manager will provide executive level communication and support.

AssetWorks expects CCD will appoint a Project Manager, who will lead the overall CCD project team and be responsible for the CCD personnel and resources on the project. AssetWorks recommends a System Administrator be designated who will be responsible for the configuration, implementation, and administration of the CAM module and server as the primary technical contact during the implementation.

In addition to the Project Manager and System Administrator, AssetWorks recommends CCD appoint a core project team for the project implementation with Subject Matter Experts (SME) familiar with CCD's asset management business processes and procedures. The SMEs will serve as the functional lead and Key Users for their business area and will have responsibility for leading discussions and making decisions regarding the implementation and configuration of the functionality relevant to its operation. The core group representatives should have complete knowledge and familiarity with CCD's operations and objectives, and will form the majority of the roll-out team later in the project.

This initial project management task is to initiate the start-up of the project by scheduling a Project Start-Up conference call with CCD. AssetWorks will commence the project upon receipt of the fully executed Professional Services Agreement or an official notice to proceed.

Upon receipt of notice to proceed, AssetWorks will initiate the Project Start-Up conference call with CCD's designated Project Manager to discuss how to kick-off the implementation. Key points for this initial call include:

- Introducing key members of the AssetWorks and CCD project teams.
- Scheduling of the Project Kickoff meeting.
- Reviewing key project deliverables, terms, and conditions.
- Distributing the CAM Implementation Questionnaire.
- Forming the core team.

Throughout the project, AssetWorks Project Manager will conduct regularly scheduled status meetings with CCD to review the project progress to-date, the status of all open issues, review new issues that have arisen since the last meeting and discuss any changes to project timelines and deliverables. AssetWorks will deliver these status meetings in a format and schedule as agreed upon during the Kick-off meeting. Changes to the format and schedule requiring additional effort beyond that agreed to may necessitate a change order.

AssetWorks maintains for each implementation an Issues Log. The Issue Log lists any issue that has been identified as impacting the delivery of the project. This may include issues related to application functionality, stability and performance; known software errors and bugs; configuration questions; items related to loading and converting data; training; documentation; custom development and other project deliverables. The log is maintained by AssetWorks and will describe the overall issue, identify specific users responsible for the resolution, the expected delivery date and the outcome/resolution of the issue.

The Project Manager is also responsible for generating all invoices for project services and deliverables in accordance with the agreed upon project payment schedule. The Project Manager is the first point of

contact regarding any billing disputes and has responsibility for collecting all outstanding project invoices.

AssetWorks Deliverables for Project Management Services

- Relevant Project Status Meetings and Reports
- Management of action items, issues and risks
- Facilitation of status meetings
- Scheduling and execution of all AssetWorks' deliverables
- Preparation and execution of any project change orders
- Project Start-Up Conference Call
- Scheduling of the Project Kick-Off Meeting and target Installation date
- Maintain and update the overall Project Plan
- Project billing and administration

CCD Responsibility

- Assign Project Manager
- Identify Core Project Team, their responsibilities and ensure their participation through-out the project life-cycle
- Coordinate CCD resources in order to maintain the project schedule and minimize delay
- Schedule Project Team meetings; provide meeting facilities, including teleconferencing; and ensure appropriate CCD attendance
- Schedule Project Steering Committee Meetings; provide meeting facilities, including teleconferencing; and ensure appropriate CCD attendance
- Ensure appropriate management and project team members attend.
- Coordinate Project Start-Up Conference Call
- Coordinate with the AssetWorks to schedule the kick-off meeting
- Provide meeting facilities
- Review the Issue Log
- Provide Change Control Procedure
- Review (and facilitate approval, as required) the Project Plan
- Review the Project Status Report
- Provide project-related documentation and identify project resource constraints
- Answer AssetWorks' questions related to CCD's project material
- Promptly review and process all AssetWorks submitted invoices and notify the AssetWorks Project Manager of any discrepancies
- Pay all approved invoices in accordance to the agreed upon payment terms.

CAM-2.0 Project Startup

This initial task will be conduct immediately following the project startup call and before the on-site kickoff. This task includes the dissemination and completion of the Implementation Questionnaire, the installation of the CAM sandbox and production sites, and the initial data extraction.

Implementation Questionnaire

Once the Notice to Proceed is received, AssetWorks will provide CCD with our standard CAM Implementation Questionnaires. The Questionnaires are separated by module/functionality and are intended to gather basic information regarding CCD asset management's current processes and procedures.

The questionnaire covers the following topics:

1. System Setup
2. Asset Design
3. Asset History
4. Life-Cycle
5. Planning & Budgets
6. Procurement
7. Production/Assembly
8. Disposal
9. External Systems

CCD will have the responsibility of completing the questionnaires to the best of their ability by the schedule start of the Project Kickoff meeting. AssetWorks will review the questionnaire prior to the Kickoff Meeting and generate a list of questions and topics for review during that initial meeting.

CAM Installation

AssetWorks will install two CAM environments in our Wayne, PA data center following the notice to proceed: Production and Test. Additionally, an AssetWorks hosted sandbox environment will be used to support the conversion and testing of the application prior to production delivery.

CAM Sandbox Installation

AssetWorks maintains a sandbox environment during the implementation phase for all customers, including those that will maintain their own production environment. The purpose of the Sandbox is to allow the customer and AssetWorks to jointly setup and configure the CAM application in a mutually accessible environment before applying the settings to the final production environment. This also allows hosted customers time to assemble their environments without delaying the start of the project while hardware is acquired, installed and configured.

As soon as receiving notice to proceed, AssetWorks will setup a Sandbox in our Wayne, PA data center to begin the project. Each customer has their own Sandbox environment with a specific URL. AssetWorks will install our CAM Starter Database instance in our shared CAM database server to support the environment. An initial CCD Administrator User will be created to allow the customer access to the Sandbox. AssetWorks will also have a user that we will use to access the environment. This will allow logs to note which user updated the database.

Once the Sandbox environment installation is completed, AssetWorks will send to CCD the URL link and the username and password of the initial Administrator user. AssetWorks and CCD will test the link and once completed CAM will be ready for loading and training.

CAM Production Installation

AssetWorks provides a hosted production environment for CAM customers. The hosted environment has shared application and database servers, with each customer having their own database instance and specific URL. AssetWorks will install the production site immediately after the project kickoff. A starter database will be installed as the production database.

Once the production environment installation is completed, AssetWorks will send to CCD the URL link and the username and password of the initial Administrator user. AssetWorks and CCD will test the link and once completed CAM will be ready for loading and training.

Data Extraction

CAM has integrated data loader functionality that supports the mass insertion of data into CAM, as well as the ability to mass updated existing CAM records. This function uses Excel-based templates that are loaded with data extracted from the legacy fleet or asset management system. This initial task will be to get the data needed from FleetFocus, or other legacy system, and populate the templates. The templates will be reviewed by AssetWorks prior to the Kickoff meeting and any gaps or new data required will be reviewed during the Kick-off meeting.

There are two approaches that can be taken to complete this process:

Database Access

AssetWorks hosts the FleetFocus FA database for CCD and has direct access to the production and reporting databases. AssetWorks will use the reporting database to run the extract scripts to pull the data from FleetFocus that will be needed to populate CAM. AssetWorks will run all extraction scripts and load the CAM templates

VIN Decode

A new CAM function supports the use of VIN validation and decoding. The Assets template includes the asset number, VIN, year, make, and model. AssetWorks will submit this template through our VIN decode process and use that to validate that the VIN is entered correctly and generate a standard make, model definition as well as populate a number standard attributes that are generated through the decode process.

AssetWorks will provide the validated list to CCD to review, and in some cases select the appropriate body style and configuration where the VIN does not provide a specific match. This data will be used to standardize the make, model, and description of the asset before it is loaded into CAM.

AssetWorks Deliverables for Project Startup

- Deliver the CAM Implementation Questionnaire
- Setup CCD CAM Sandbox and Production site in AssetWorks data center
- Installation of the CAM production and test databases in CCD's current FleetFocus environment
- Certification of the application deployment by AssetWorks

- Apply database maintenance scripts during the implementation
- Create the CAM data extraction sql scripts for use in extracting data from FleetFocus or other legacy systems, as needed.
- Return the results of the VIN decode analysis
- Provide CCD with documentation of gaps in the data templates
- Provide CCD with instructions for setting and configuring up new CAM data

CCD Deliverables for Project Startup

- Complete and return the Implementation Questionnaire at least 5 days prior to the scheduled Kickoff meeting
- Collect and assemble asset management related sample documents
- Asset Management operating procedures and process documentation
- Documentation of process flow-charts
- Open and maintain firewall access to the CAM Sandbox URL
- Test the published URLs for accessibility
- Workstations with HTML5 compliant browsers: IE10, IE11, Edge, Chrome
- Maintain CCD communication, network and security infrastructure

CAM-3.0 CAM Setup and Configuration

Project Kick-Off

The Project Kick-Off meeting is devoted to introducing the core project team to the AssetWorks team, the project implementation methodology, and the FleetFocus application. After completing this session, the project team will have an understanding of the implementation process and will be prepared to start collecting the data required to setup and configure the system.

This meeting is typically about a half day and includes discussion and review of the following topics:

- Orientation on the CAM system,
- Project plan tasks and timeline,
- System Implementation Steps (CAM Implementation Steps document)
- Assignment of customer responsible tasks,
- Contract deliverables,
- Change management procedures,
- The data loading process, and
- Review the implementation questionnaire and data template gap analysis.

Based on discussions during the Kick-off Meeting, the AssetWorks Project Manager will revise the project plan and assign AssetWorks and CCD project resources to various tasks in the plan. Following the Kick-off Meeting, an updated project schedule will be delivered to CCD by AssetWorks.

CCD will assist in facilitating this session. CCD will provide a suitable meeting facility, with a projector and will be responsible for inviting attendees. AssetWorks will CCD with soft copies of the orientation

materials, which will include presentation materials outlining the project objectives and product information. CCD will be responsible for producing and distributing any hard copies of orientation materials.

System Setup Workshops

Following the kickoff meeting, CCD and AssetWorks will begin to setup up the CAM module. A series of workshops will be held with AssetWorks and CCD subject matter experts and CAM administrators to review how the application is setup and maintained.

AssetWorks will walk through each of the setup and configuration screens to instruct CCD on the purpose of the reference, its role in the application and work-flows, key decisions and assumptions that must be made in the definition of codes, and how to configure the data to support desired future-state outcomes.

During the setup phase, AssetWorks and CCD may setup and configure some settings and load sample codes with recommended configurations in the test environment. In some cases, some of the references that can be extracted from FleetFocus will be loaded during this session. AssetWorks will work with CCD staff to make the corresponding setup and configuration in the production environment for data that is not loaded through the loader process.

System Administration

During the system administration workshop, AssetWorks and CCD will review the Administration menu and focus on setting up:

- Enterprise
- System Flags
- Code Maintenance
- Key reference objects: Departments, Locations, Vendors
- System-Assembly Codes
- Job/Task Reason Transformation
- Application Security: Roles and Users

Asset Management Business Process Workshops

In the Asset Management Business Process Workshops, AssetWorks will review the completed questionnaires with CCD and develop a high-level outline of current asset management processes. The Workshop will be a series of interviews with CCD staff responsible for the various areas of asset management. Among the workshops to be held and topics to be discussed include:

- Life-Cycle Analysis
- Replacement Planning
- Capital Budget Development
- Budget Tracking and Management
- Asset Specification and Design
- Contract Bid Process, Evaluation, and Award
- Asset Requests/Approvals
- Ordering/Scheduling

- Production/Assembly
- Asset Disposal

AssetWorks will also review CCD use of FleetFocus to manage assets. AssetWorks will review how assets are created in FleetFocus, how assets records are maintained during their life, and how assets are disposed of in FleetFocus. Asset coding schemes in place to identify and classify assets will be reviewed.

AssetWorks will use the Implementation Questionnaire and what is learned during the Business process workshops to develop an understanding of key business processes CAM will support.

The CCD workshop will focus on City-wide processes and CCD procedures to insure that when configuring the CAM application, the configuration can support a City-wide deployment, while also address department specific procedures and processes. Because this will be a shared application accessible to all City agencies, the configuration needs to support a standard core methodology. Department specific uses and requirements will be reviewed after the initial deployment.

Asset Design

CAM has the ability to support both complex and simple assets. AssetWorks will conduct and an Asset Design workshop. During that workshop, AssetWorks and CCD will:

- Determine which assets will be maintained in CAM
- Categorize asset types into groups with a common component structure, life-cycles, and vocation.
- Determine the component structure of each asset type
- Create the Component Types to define the components and assign to categories
- Load and configure the Attributes that are common to the component and specific to the unit
- Create component Specifications (year, make, model, or generic description)
- Assign Options to Specifications
- Assign Specifications to Component Types
- Create valid Component/Specification combinations by Category

Asset data extracted from FleetFocus and the VIN decode process will be reviewed to determine what changes and updates are needed to support the CAM future state. Additionally, CCD will have responsibility to identify specific truck body information and clarify configurations where multiple configurations are returned.

During this workshop, we will also discuss how complex assets are purchased and assemble and the types of components that make up the asset category.

AssetWorks will provide additional assistance to CCD with improving its Category Hierarchy and develop category codes the accurately describe the assets and group them based on configuration, cost, and life-cycles. This will be through a series of workshops and data analysis to identify like assets. The VIN Decode will be used identify like vehicle and trailer assets.

Attributes

CAM has the ability to capture user defined attributes (Items or user-defined fields) that can record data about the asset. AssetWorks and CCD will review the current asset and specification attributes, extracted from FleetFocus to determine which attributes will be maintained in CAM, which will be required to be entered in CAM, and which attributes will be maintained in FleetFocus. Also, we will review the standard attributes that are generated by the VIN decode functionality and the attributes that are used to update code and other data fields needed to create units in FleetFocus. The Attribute Master list will be updated. We will also discuss setting up validations and default values.

AssetWorks will assist CCD with setting up Request Attributes that can be used to create an electronic version of their current vehicle request form using the CAM Request functionality.

Requests

Requests are the first step to the procurement process. AssetWorks will review with CCD the request Approval Responsibility process to define what approvals, if any, will be setup in CAM and how users are departments are setup to support the intended process. Additionally, Request Profiles can be used to restrict a user's ability to request certain categories, specifications and options. AssetWorks will review how profiles are maintained and assigned.

Options

Assets requests can include one or more options that users can select during the request and order process. During this workshop, we will review how options are setup on the Option Master Catalog, assigned to components, and setup on specifications. We will review the source of options and how the templates are used to upload options to the Catalog and configure options on the specification.

Production and Disposal

Complex assets that are assembled by multiple vendors that are paid separately through separate PO's, have multiple components that require serial numbers, or have production schedules and steps that must be monitored are tracked through the CAM Production functionality. During this workshop, AssetWorks and CCD will review the setup of production steps and dates, identify which categories will be tracked by this functionality and setup one or two model work-flows.

Customer Configuration Tasks

CAM enforces referential integrity at the database level; any electronic data conversion cannot be executed until all referenced data elements are loaded. The method used for loading the data will often depend on the number and type of records to be loaded, the availability of electronic sources to convert from, and the complexity of the reference. For many references, it is far easier to simply key in the code and required description.

During the workshops, AssetWorks and CCD will setup many of the minor code sets and setup sample records that can be used as templates or models for the setup of other records. CCD will take action items from the configuration process to finalize the definition of all relevant data elements and references and to use these definitions to configure the application. This configuration will build on the

setup defined with CCD core team during the workshops and will focus on setting up and configuring the following:

- Events: Notifications and Tasks
- Asset Model: Category, Component Types, Specification build out
- Attributes: Asset and Specification updates
- Category Life-Cycle and Planning Defaults
- Building the Approval Matrix
- Creating Request Profiles
- Specification Options
- Production Steps and Dates
- Disposal Steps and Dates
- Category Production and Disposal Step Setup
- Inspection Checklists

Templates will be provided to facilitate some of the larger data setups, with smaller sets updated manually. CCD will have responsibility for loading all manually entered records that cannot be sourced from a legacy system in both test and production environments and loaded through a template.

AssetWorks deliverable for CAM System Configuration

- Facilitate project kick-off and orientation meeting
- Soft copy of Kick-Off meeting and orientation materials
- CAM Implementation Questionnaire
- Conduct Project Kick-off Meeting
- Implementation Questionnaire Review
- Consulting support with asset model design, setup and configuration.
- Support with CAM setup and configuration
- Application configuration workshop
- Lead CCD through the application configuration
- Instruct CCD on the setup and configuration of user roles, users, and system configuration settings.
- Review data loader templates

CCD responsibilities for CAM System Configuration

- Identify Key-Users, System Administrations and Trainers responsible for configuring the application.
- Design and setup of Asset model structures.
- Entry, setup and configuration of all security roles and settings.
- Data collection and entry, setup and configuration of reference and codes.
- Manual entry of any data sourced from outside FleetFocus
- Document configuration updates

CAM-4.0 Data Loading

AssetWorks has developed a template based data loader process to load CAM. Because CAM will be integrated with FleetFocus, many of the reference codes (i.e.: Departments, Vendors and Locations) and asset related records will be loaded through the data loading process; while other, smaller code sets will be setup manually during the System Setup Workshops.

AssetWorks will review with CCD the source of all references and data objects to determine which can be loaded electronically using templates and which must be entered manually. For data that can be loaded with a template, during the setup workshops AssetWorks will review the templates, discuss the data that needs to be loaded into the templates and what CCD must do to populate and prepare the templates for loading.

The set of tasks in this phase will focus on setting up the CAM production database in preparation for deployment. The CAM data loader and its templates will be used to load the production database.

Prepare Production Templates

The CAM module has an Asset Register that contains records for each asset managed in CAM and a Data Mart that has several journals containing historical transactions: maintenance, usage, energy and capital. The Data Mart is linked to FleetFocus, or the legacy maintenance system, and is updated on regular basis via interfaces. To facilitate the data loading and setup CAM, AssetWorks will extract data directly from the FleetFocus application. For data records not available in AssetWorks will prepare a series of templates that will be populated with data extracted from its legacy system. CCD will provide assistance to AssetWorks in extracting the data from the appropriate legacy systems and AssetWorks will use these templates to map the legacy assets to the CAM asset model as well as other reference codes.

Empty templates are exported directly from the CAM application. There is one template for each record set. The source of data will depend on the completeness of data in the maintenance system(s) that CAM will integrate with to populate the Data Mart. For FleetFocus customers most data required in CAM can be sourced directly from FleetFocus, assuming the data is loaded in FleetFocus. If key data is missing in FleetFocus, other sources can be used to populate CAM conversion templates for loading into CAM. For example, if components and purchase costs are not in FleetFocus, but exist in a fixed asset system, data extracted from the fixed asset system could be used to populate CAM.

AssetWorks will directly extract the data from the CCD FleetFocus database in our data center. Once the templates are populated, CCD will review each template and provide input to AssetWorks to complete all missing required fields. AssetWorks will provide a description of the contents of each field, its format and valid values (depends on field type and rules). Fields that are not required can be populated to provide additional detail to the record.

Where references are modified or new references are introduced, AssetWorks and CCD will review and update the other templates where the references are found, or for collaboratively defining a cross-walk table showing the old value and the new value for the field. For example, if a new Category code is being used, the Category on the Asset Template record must be updated to the new code, or an 'IS-WAS' mapping on separate table must be provided. It is highly recommended that once CAM is

deployed, the Category codes in CAM be synchronized with the source codes in the legacy system, and that the CAM Category code be assigned to the units in the legacy system.

Data is loaded into CAM using the template Import process within the CAM application. The populated templates are selected from a file directory and the data is imported into CAM following the same process as data manually entered on a screen inside CAM. The import process generates a result file that identifies each record successfully loaded (passed all validations), and all records that failed the validation and the reason for the failure. Those records that failed in the result file will be edited and resubmitted until all records are successfully loaded. AssetWorks will run the initial data loader process in the preproduction environment, and work directly with CCD to correct data as needed.

If the data cannot be exported directly from the FleetFocus database to run the CAM data loader, then AssetWorks will run the SQL to extract data from FleetFocus and will rely on assistance from CCD to extract data from any other source application that will be used to populate the templates. AssetWorks will provide the SQL to extract from FleetFocus and will work with CCD to create the scripts to extract data from non-AssetWorks sources. Once the data is extract, reviewed and prepared for loading, AssetWorks will execute the data loader import process to populate the preproduction database and make all corrections as needed.

The following templates will be loaded, in order, through the data loading process:

System Admin

1. Departments
2. Location
3. Vendors
4. System Codes
5. System Assembly Codes

Asset Structures

6. Category Group
7. Category Type
8. Category Subtype
9. Category
10. Component Groups
11. Component Types
12. Category Components

Assets

13. Energy Types
14. Commodities
15. Manufacturers
16. Make
17. Model
18. Trim
19. Specifications
20. Planning Specifications

21. Assets (Active)
22. Assets (Sold in last x years)
23. Components
24. Asset Component Cost

Attributes

25. Attribute Master List: Asset, Spec, FleetFocus, VIN
26. Category Attributes
27. Asset Attribute Validations
28. Asset Attribute Values
29. Component Attributes
30. Spec Attribute Validations
31. Spec Attribute Values

Operations

32. Category Life-Cycle Defaults
33. Category Planning Defaults
34. Date List (Production/Disposal)
35. Category Production Steps
36. Category Production Steps Components
37. Category Production Dates

Options

38. Option Master Catalog
39. Option Component Types
40. Spec Options

Load Production Asset History

The CAM History Journal contains a series of journal tables containing historic transaction data from the legacy system. The History Journal is used to support Life-Cycle calculations and other analytic functions in CAM. Once CAM is in production, an interface with FleetFocus will be used to update the CAM History Journal. While the interface can also be used to initially load the History Journal, it is may be more efficient to initially populate the application through a conversion process. AssetWorks will review CCD' historical records and make recommendations on what the best approach to populate the initial data may be.

The following considerations and assumptions will apply to each of the journals in the CAM History Journal:

Maintenance Journal – The Maintenance Journal includes individual job-level transactions loaded from the legacy system. Each journal transaction will include at a minimum the asset, system-assembly, location, date, reason, labor hours, labor cost, part cost and commercial cost. These transactions are typically loaded from the legacy maintenance system and generally do not require manipulation before processing. A review of reason codes will be made to determine which costs are maintenance and repair, non-maintenance, accident/damage, or capital improvements. This will be used to classify the costs in CAM. If detailed transactions are not available from the legacy system, periodic or life-to-date costs can be used to load historical values.

Usage Journal – The Usage Journal capture historic meter readings by type of meter and reading date. In FleetFocus this comes directly from the Meter Journal and is converted based on the meter type to one of the

Usage Journals in CAM: Distance, Time, or Count. If detailed transactions are not available from the legacy system, or if the meter journal only contains recent history, periodic or life-to-date meter or usage amounts can be used to construct a Usage Journal in CAM.

Energy Journal – The Energy Journal in CAM is made up of fuel transactions, containing the asset, date, meter if available, type (diesel, CNG, electricity, etc.), quantity and cost. The transactions would come from either the legacy maintenance system or a fuel management system. If detailed transactions are not available from the legacy system, or if the fuel system only contains recent history, periodic or life-to-date fuel quantity and cost amounts can be used to construct an Energy Journal in CAM.

Capital Journal – The Capital Journal contains historical purchase and capital improvement costs. This includes asset or component number, purchase cost, date, vendor plus some additional attributes about the transaction. The Capital Journal may also contain depreciation, adjustments and disposal data as well. The journal should have at a minimum the original purchase cost of the asset, but if available any capitalized improvements and a breakdown of costs by asset or component. This data may come from the legacy system if captured, but may also come from a fixed asset or procurement system. A template may be used to capture data not contained in FleetFocus and used to establish the historic purchase cost of assets not created in CAM. Once CAM is implemented, the Capital Journal will be populated as units are acquired and disposed in CAM.

FASTER History Conversion

When CCD converts from FASTER fleet application to FleetFocus, AssetWorks will work with CCD to load detailed maintenance history into FleetFocus. Once the data is in FleetFocus, it can then be pushed into CAM. Differences between the FASTER legacy data and FleetFocus may require some of the detailed history to be standardized or defaulted. CAM does not rely on detailed maintenance records, but does capture job-level detail which can be retrieved either from the maintenance history loaded to FleetFocus, or directly from the FASTER data.

AssetWorks will develop a conversion process to extract the history from the detailed maintenance history loaded into FleetFocus and populate templates that can be loaded into the various history journals in the CAM data mart. This process will be incorporated into the overall conversion scheduled and executed following the loading of assets and FleetFocus data.

Data Loading Review

AssetWorks and CCD will participate in a WebEx review of the loaded data. Using the preproduction site, AssetWorks will walk through the CAM application with CCD and review the loaded data. The objective will be to insure that the data was loaded accurately and as completely as possible. Any issues and significant gaps will be identified in an issues log and a plan will be developed on how these will be addressed. Some items may not be critical for CAM functionality, which can be deferred to after deployment. Where data is critical to success use of CAM functionality, those will need addressed before deployment.

CAM Production Database Delivery

All preproduction work will be done in the AssetWorks conversion environment. Once the database is fully load and all required configurations and setup completed, the loaded CAM database will be exported to the hosted environment for installation in the current FleetFocus instance. AssetWorks will assist with the import and test that the data was imported correctly.

Deliverables for Data Loading

- Deliver CAM Data Loader Templates
- Import CCD database export into the CAM conversion environment
- Extract data from the CCD data export and populate the CAM conversion templates
- Deliver updated Data Templates
- Loaded production data from templates
- Load Asset History
- Export the completed CAM Preproduction database schema to CCD
- Import the CAM preproduction database schema into the FleetFocus test and production instances

CCD Responsibility for Data Loading

- Participation in the data mapping design discussions
- Provide access to legacy systems to facilitate the extraction of data from any non-FleetFocus other City systems. This would include data from system that might not be added to the FleetFocus system.
- Review of data to be loaded prior once populated on to the Data Templates
- Provide input on the data to be loaded to verify that the data is complete prior to loading
- Timely review and validation of loaded data
- Update/Cleanse data related errors
- Document all data and applications errors

CAM-5.0 Technical Services/Integrations

Once CAM has been loaded and installed in a production environment, AssetWorks will assist CCD with the configuration of the CAM to FleetFocus integrations. AssetWorks will provide instruction to CCD on how to setup and configure the interfaces.

CAM maintains an Interface System of Record that determines for specific data records if CAM or FleetFocus is the system of record, and if changes to a record in the other system will be inserted into CAM, update an existing CAM record or are ignored. AssetWorks will walk CCD through this matrix to make determinations if any of the default settings should be changed. Additionally, transformations will be setup to map CAM data elements in CAM to FleetFocus data. For example, Repair Reasons from FleetFocus are mapped to CAM cost bins. CCD will be responsible for configuring CAM Categories to determine how each Category and Asset will be sent from CAM to FleetFocus (whole asset or as components). Specific FleetFocus codes will be setup as Attributes in CAM and assigned to Components and Categories as needed. Default values can be setup on the Category and will be loaded as the assets value in FleetFocus.

There are several interfaces that will be setup and installed in FleetFocus. The CAM-FleetFocus integrations are initiated from FleetFocus. Depending on the version of FleetFocus in production, a patch may need to be installed that inserts the CAM Interfaces into FleetFocus. Within FleetFocus, the CAM integrations will be setup in the Interface Manager and/or MAXQueue.

CAM Interfaces Included in Scope

Interface Name	Functional Description
FleetFocus to CAM	CAM Maintenance Export – Exports maintenance history from FleetFocus to CAM. History is summarized by work order and job/task. The repair reason is included for each record, along with labor hours, labor cost, part cost and commercial repair costs. CAM Energy Export – Exports energy transactions, including: date, energy type, quantity and cost CAM Downtime Export – Exports downtime hours if captured in FleetFocus CAM Meter Export – Exports the meter journal, including meter type, date and reading CAM Capital History Export – Exports capital journal transactions updated in FleetFocus (Depreciation, capital adjustments, salvage, etc.) CAM Unit Export – Exports new unit records entered directly in FleetFocus and updates unit records for changes in assignment, location, status and some codes.
CAM to FleetFocus	CAM Unit Import – Imports new assets into FleetFocus once the asset has all FleetFocus required fields entered. Depending on system of record, select changes to CAM records may also be imported. CAM Item Import – Imports CAM Attribute updates to FleetFocus as either items or user-defined fields CAM Warranty Import – Warranty Profiles can be assigned to options. If selected, the warranty profile in CAM will be exported to FleetFocus to setup the unit warranty terms.
AW-CAM Interface to Workday (Requisitions)	This interface would enable the transfer of equipment orders from AW-CAM to the Workday system. The objective would be to eliminate duplicate entry into each system. By limiting the equipment ordering process to one system, this will reduce the amount of time spent with data entry and facilitate both systems having the same value for reporting. This would be a 2-way interface, which would sent the requisitions to Workday using the standard Workday API, and receiving status updates

Interface Name	Functional Description
	from Workday as the requisition is processed by CCD purchasing staff. Once an order is created in AW-CAM, the order information including specifications, options, and costs would be sent to the Workday system on a daily basis, (could be done at a different time frequency). The Workday system then creates a requisition.
Interface from Workday to AW-CAM (Purchase Order)	The Workday system would create a purchase order. This interface would enable the transfer of the Workday system Purchase Order number to AW-CAM. The objective would be to match the Workday Purchase Order to the AW-CAM order for reporting purposes. This interface should address Capital Assets only and requires asset numbers as well as serial numbers. Purchases other than Capital Asset purchases would not be handled by this interface and will require an interface specific to Tools/Materials purchasing. This would be a 1-way interface. The Workday system would use the requisition information to create a Purchase Order. The Purchase Order number would then be sent to the ERP Reference Field in AW-CAM on a daily basis (could be done at a different time frequency).
Interface between AW-CAM Receipts and Workday	This interface would enable the transfer of the receipt and/or acceptance date to the Workday system. The objective would be to notify the Workday system of a Capital Asset Receipt/Acceptance for payment. When the asset is delivered, it would be received and system receipt transaction in AW-CAM. AW-CAM would send the receipt/acceptance date to the Workday PR system on a daily basis (could be done at a different time frequency). This interface would bring over the Workday payment date information and any purchase order changes from the Workday system to AW-CAM. The objective of this interface is to match the receipt total of the Workday system to AW-CAM as well as to capture any changes between the invoice and the original AW-CAM order. As needed this interface should also bring over the assigned Asset ID to facilitate creating the Asset in AW CAM

Interface Name	Functional Description
	and FleetFocus and creating an alignment between the Asset record in AssetWorks and Workday. This interface would bring over the date the Workday payment was approved and any adjustments made to the purchase order from the Workday system to AW-CAM. AW-CAM would create a new Cost Type called Invoice Adjustments and load any differences into the Invoice Adjustment field, (AW-CAM would not try to adjust each line or change the AW-CAM Purchase Order).

The CAM Sandbox will be setup to test the integration for both the FleetFocus and the Workday environments. Once the test interface is setup, AssetWorks will review the setup with CCD. A test of the interfaces will be made and review of the loaded data in each application made to determine if the configuration loaded all data as expected. After the test, the CAM Production environment will be fully configured. AssetWorks and CCD will conduct a final review of the interface configuration before declaring the application ready to deploy.

Deliverables for Interface Configuration

- Review configuration of Interface System of Record
- Deliver FleetFocus patch that includes the CAM interfaces
- Deliver Workday patch that include the Workday interfaces
- Instruct CCD how to configure the CAM-FleetFocus interfaces
- Instruct CCD how to configure the CAM-Workday interfaces
- Review the test and production CAM-FleetFocus integrations
- Review the test and production CAM-Workday integrations

CCD Responsibility for Interface Configuration

- Review configuration of Interface System of Record
- Install FleetFocus patch that includes the CAM interfaces
- Install Workday patch that includes the CAM interfaces
- Setup the CAM-FleetFocus interface in Test and Production
- Setup the CAM-Workday interface in Test and Production
- Test the interfaces in the CAM production and test environments

CAM-6.0 Acceptance Testing

A Readiness Review is used to verify CAM is ready for deployment. The purposes of this review is to walk through the work-flow process using a test environment to verify that the processes and system are functioning in accordance to the specifications for the tested function.

During this review, the focus will be on:

- **Data Loading/Conversions** – Was the legacy data correctly mapped and transformed into CAM? Are there missing data elements that have not been converted that are available from an electronic source, or that need to be manually loaded?
- **Application Configuration** – Has the application been configured correctly to support planned work flows and is the data processed according to the expected configuration? Are the user roles correctly defined and authorizations assigned to meet expected work flows?

CAM Sandbox environment will be used to test application settings and functionality in a controlled environment using CCD data and configuration settings. The source of the test data will be the completed pre-production database the schema installed in CAM Sandbox.

AssetWorks will provide a standard basic test plan that consists of executing the primary functional and data validation tests that are part of the standard CAM test plan. CCD will modify the standard test plan to include any specific processes not addressed in the standard scripts. AssetWorks will review and recommend methods to test the additional requirements

The actual testing will be the responsibility of CCD with AssetWorks participating in a review of the results at the end of the task. CCD will be responsible for executing the test plan using sample CCD data. CCD will document for each item the data used during the test and the outcome of the test.

Where the results of the test did not meet expectations, these items will be reviewed with AssetWorks to determine if the data entered was invalid; if the application requires additional configuration; if the application must be reconfigured and if the failure was caused by a failure in the application code. Any items requiring modification to the application code will be scheduled into a planned patch or release depending on the severity of the issue and its impact to CCD's ability to go-live.

Deliverables for Acceptance Testing

- Standard CAM Test Scripts
- Conduct a Readiness review test on the preproduction data in the CAM sandbox
- Assist CCD with the correction of an identified data errors

CCD Responsibility for Acceptance Testing

- Conduct a Readiness review test on the preproduction data in the CAM sandbox
- Update/Cleanse data related errors
- Document all data and applications errors

CAM-7.0 Training Services

This phase includes the final set of tasks needed to bring the CAM production environment live. The phase begins after the testing of the application's readiness for deployment. When the application is ready to deploy the production database will have the asset register and history updated through the CAM interfaces. AssetWorks will provide training support to end users/trainers using the test or sandbox environment with CCD data.

User Training Workshop

The purpose of these workshop is two-fold: one is to provide general training on the application workflows so that users can understand how the application is configured to support their planned processes; and second to familiarize the principal users and system managers on how to use the application support their job functions.

AssetWorks will conduct Application User Training Workshop sessions for CCD system administrators, core project team members and key system users in the various CAM module functions. AssetWorks recommends that CCD designate internal CAM module Trainers that will participate in this training and will provide training and support to new users and to casual CAM user.

The training will be organized into workshops focus on a CAM module and function. This will allow CCD to schedule attendees to attend sessions that are relevant to their job functions. The following outlines each workshop and the topics that will be covered

Analytics

- Setting up life-cycle parameters
- Life-Cycle Reference Models
- Custom Life-Cycle Modeling
- Asset Scoring
- Maintenance Forecasts
- MRU Analysis
- Asset Profile

Planning & Budgets

- Setting up planning parameters
- Building Plans: Baseline, Strategic, Tactical, Growth and Contingency plans
- Plan Manager Setup
- Plan Adjustment and Forecast
- Parent/Child Plans
- Plan Export/Import
- Budget Manager Setup and Authorization
- Budget Validation and Approval

Procurement

- Specification Maintenance
- Option Maintenance
- Warranty Profiles
- Automatic and Manual Request Creation
- Request Management and Approval
- Build Orders
- Orders
- Delivery Allocation
- External Production
- Receipt/Acceptance
- Mobile Receipt/Acceptance (If SmartApps are licensed)

- Assembly

Disposal

- Disposal Steps
- Remarketing Setup
- Valuations
- Settlement
- Auction Bidder Setup
- Auction Manager/Lots
- Auction Operations
- Auction Settlement/Invoice

Reporting

- Running Standard Reports
- Building Reports
- Dashboards

System Admin

- System Jobs
- Interfaces
- Interface Reject Manager
- Event Manager
- Data Dictionary and system diagrams

Deliverable for User Training Workshops

- User Training Workshop
- Standard User Training Materials

CCD's Responsibility

- Provide facilities to conduct User Training workshops.
- Participation in and feedback during User Training Workshops.
- Customization and distribution of standard CAM user guides.
- Conduct User Training sessions for casual CAM users (i.e. Asset Requests)

CAM-8.0 CAM Go-Live Deployment

Prepare for Cut-over

The final task is the actual production roll-out for each location. This task requires the completion of Application Training, the completion of any pre-production testing, and the CAM system to be "live" on its production environment.

AssetWorks, with input from CCD, will update the asset and specification templates, as necessary, to update the production database with new assets, specifications and attributes added from the legacy source database since the last execution of the data loader templates. A second run of the templates will update the disposal status on

units since the last date of the Asset Register data upload. Depending on the amount of time between when the original converted data was extracted from FleetFocus, it may be possible to simply run the CAM Unit Export interface to load units that have been added and updated in FleetFocus.

Cut-Over Support

The process of bring CAM live will be the publishing of the Production URL to the CAM user community. Users will at that point have the ability to begin using the CAM module to implement work-flows and utilize the data available in the application.

Unlike FleetFocus, CAM does not have a single starting point such as a work order that signifies that that system is live. When CAM goes live, there will be assets in the procurement and disposal process already, and purchasing plans for the current year are being worked. CAM users will need to transition from their work-in-process to using CAM to support their process.

Any of the four CAM modules can be deployed at any time and in any order, although some CAM functions do have dependencies on others. Some of the initial deployment options are:

1. Analytics – Once CAM is fully loaded, all of the analytic functionality is available for use. One of the initial tasks will be to setup the System Jobs to generate Category Reference Life-Cycle Models, Maintenance Forecast and MRU Calculators. AssetWorks and CCD will setup the jobs and following execution, view the results in the analytics module screens.
2. Planning – One of the first tasks following go-live is to run a baseline master plan. This plan includes all CAM assets and uses the current settings on the Category Planning Parameters to forecast every assets next and subsequent replacement over a 30 year horizon. This will serve as baseline reference of the asset replacement needs from the time that CAM was first put into production. Tactical plans for upcoming budget years can be generated. Additional, a plan can be developed manually to match the current purchasing plan before running future plans.
3. Budgets – Assets from previous budgets may be on order, or out-to-bid. CCD has the option of using their legacy process to complete these assets and transition all new budgets/plans to CAM for the next fiscal year, or use a Budget Request process to build the open budgets and manually create requests for the outstanding items, associating them to a budget and begin tracking those assets through the procurement process.
4. Procurement – CAM procurement can be used standalone without plans that automatically generate requests. Requests can be made manually, flow through the approval process and added to CAM orders. Additionally, PO-on-the-Fly orders can be generated. Production, receipt, acceptance, and assembly functions can be used to complete the purchasing process and the new assets export to FleetFocus.
5. Disposal – Assets ready for disposal can be setup and tracked through CAM. Disposal steps can be updated to match the assets current disposal status. Remarketing profiles updated and disposal settlement entered. Disposed asset records will update FleetFocus.

AssetWorks and CCD will develop a deployment strategy to determine which of the options described will be the first used by CCD when it deploys CAM. The user training sessions will emphasis the initial deployment strategy and functionality, and the day(s) following the training session will focus on implementing the selected strategy.

Follow-up sessions that focus on additional module deployment can be added with a change order.

Deliverable for Production Deployment Support Services

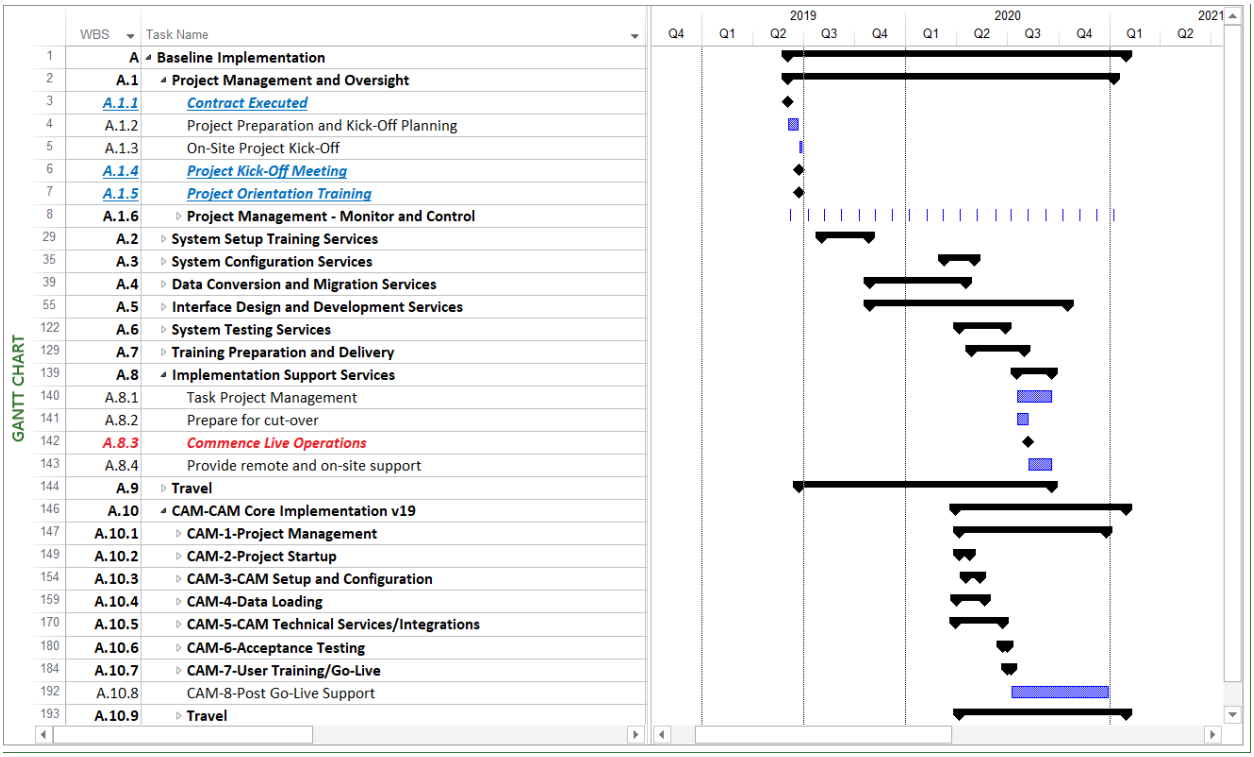
- Live production environment and operations.
- Updated process flows to represent the implemented future state

CCD's Responsibility

- Deploy CAM production site to users
- Determine the initial deployment strategy for CAM

Preliminary Schedule

AssetWorks proposes the following schedule to accomplish the tasks described in this statement of work. This schedule is subject to change and dependent upon individual conditions and circumstances encountered during the project. Please see the complete project plan for more detail. AssetWorks will work with City's project team during project kick-off to finalize the project schedule, which might extend the timeline below.



AssetWorks resources are scheduled after contract award.

Assumptions

The following general assumptions apply to this proposal:

General

- Professional services will be provided on a Fixed Fee basis. All professional services milestones will be invoiced at the beginning of each month following their delivery.
- Only those optional modules identified in the accompanying license agreement are to be implemented and are included in this Statement of Work.
- Optional modules purchased after implementation has begun will require a change order or separate statement of work for services related to installation, configuration and training.
- 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 provideed 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, FA, M5, MCMS, M4 and FleetFocus™. Use of the products is subject to the Software License Agreement.

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.

Customer Resources

- City will provide the resources described in this Statement of Work to insure a successful implementation of the products.
- 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 City project team resources will be committed to the project as of the project start date.
- City commits to training appropriate functional and technical resources as required.
- City is responsible for all manual data entry.
- 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 unavailabilty of City resources, additional cost will be invoiced.

- AssetWorks will provide on-site training to City (as outlined above) in a classroom environment suitable for training. AssetWorks recommends class size to not exceed 10 users to insure 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.
- 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
- AssetWorks will prepare workflow specific training materials, videos, and user aids as defined under section WBS 8.0 above
- City will make appropriate technical resources available to AssetWorks' consultants.
- In the event that City schedules on-site services and due to circumstances within 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 City to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

Infrastructure

- City will provide a project work area and infrastructure at the centralized implementation location appropriate for the size of the combined 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.
- City will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
-
- City is responsible for providing browser access to the FleetFocus™ application.
- City is responsible for providing and maintaining TCP/IP connectivity with sufficient bandwidth from all user workstations to the FleetFocus™ servers.
- A separate start-up fee will be invoiced following the contract execution for the installation of City's AssetWorks hosted site.

Project Management and Risk Factors

- City and AssetWorks will agree on scope, services, and deliverables for optional modules and services prior to the Notice to Proceed.
- City project manager will be responsible for obtaining any required authorizations, approvals and/or signoffs by 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 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 City or City resources assigned to the project.
- 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 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 estiamte based on AssetWorks' defined requirements and 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 technical services before proceeding with any development based on the defined requirements. Should the requirements change, resulting a change in the integration scope, the change control procedures defined under WBS 1.0 would be applied to define any needed scope changes.
- This Statement of Work includes services to determine 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 will be documented and follow the same procedures for new enhancements or change orders..

Logistical and Scheduling Support

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

Procedures for Handling Change Orders

Any change to the proposed statement of work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented into a change order. City and AssetWorks will agree upon any changes and execute the change order before implementing the proposed changes.

SOW Review and Acceptance

The above Statement of Work (SOW) has been reviewed by the City and fully meets all requirements pertaining to the execution of the project to implement the AssetWorks FleetFocus and is hereby considered as having been accepted by the City.

Responsible Person / Title	Name	Signature	Date Signed
CCD Authorized Representative			
CCD Project Manager			
AW PMO Manager			
AW Project Manager			

EXHIBIT B

AssetWORKS

ORDER FORM

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

Order #: Q-04145-3
Date: 4/30/2019

Ship To
Andrew Miskell
City and County of Denver
Asst. Director, Fleet Maint
5440 Roslyn, Building C
Denver, Colorado 80216
United States
(720) 913-8100
andrew.miskell@denvergov.org

Bill To
City and County of Denver
Asst. Director, Fleet Maint
5440 Roslyn, Building C
Denver, Colorado 80216
United States

Perpetual License – One-time fee

Description	QTY	UNIT PRICE	Line Total
FleetFocusFA Standard License	3,830.00	USD 24.00	USD 91,920.00
Reporting Module	3,830.00	USD 1.20	USD 4,596.00
Motor Pool Module	3,830.00	USD 2.40	USD 9,192.00
Motor Pool Reservations Module	3,830.00	USD 1.20	USD 4,596.00
Shop Activity Module	3,830.00	USD 2.40	USD 9,192.00
Customer Access Module	3,830.00	USD 1.20	USD 4,596.00
KPI/Dashboards Module	3,830.00	USD 1.20	USD 4,596.00
MAXQueue Integration Module	3,830.00	USD 1.20	USD 4,596.00
Crystal Reports Server OEM Edition - with 1x report writer	1.00	USD 2,900.00	USD 2,900.00
CAM - Capital Asset Management	3,830.00	USD 9.60	USD 36,768.00
Zonar Evir Connector	3,830.00	USD 1.20	USD 4,596.00
Zonar GPS Connector (Odometers)	3,830.00	USD 1.20	USD 4,596.00
MobileFocus / Smart Apps, Enterprise License	3,830.00	USD 4.80	USD 18,384.00
KeyValet Module (1st site)	1.00	USD 7,500.00	USD 7,500.00
		License TOTAL:	USD 208,028.00

Maintenance – Annual – 20% of the non-discounted license fee
Note: a 40% discount was extended to the license fees.

Description	Line Total
Software Maintenance	USD 67,956.00
Maintenance TOTAL:	USD 67,956.00

There is a 5% annual increase for maintenance.

KeyValet Hardware Shipping – One-time fee

Description	QTY	UNIT PRICE	Line Total
Hardware Shipping Fee	1.00	USD 1,000.00	USD 1,000.00
		Hardware TOTAL:	USD 1,000.00

KeyValet Hardware – One-time fee

Description	QTY	UNIT PRICE	Line Total
Key Cabinet - 2 Modules (up to 32 Keys)	1.00	USD 7,342.50	USD 7,342.50
Key Module - 16 Keys	2.00	USD 1,912.50	USD 3,825.00
Reader, Proximity. (2152-000)	1.00	USD 465.00	USD 465.00
Tamper Proof Key Rings (Bag of 25) - 2in Ľ 2 _in	1.00	USD 116.25	USD 116.25
Tamper Proof Key Rings (Bag of 5) - 1 _in Ľ 1 _in	2.00	USD 23.25	USD 46.50
		KeyValet TOTAL:	USD 11,795.25

Hosting – Annual fee

Description	QTY	Monthly Fee/Unit	Line Monthly Total	Yearly Fee
Hosting Services - FleetFocus Monthly Fee	3,830.00	USD 1.25	USD 4,787.50	USD 57,450.00
Hosting Services - Reporting Database Monthly Fee	1.00	USD 500.00	USD 500.00	USD 6,000.00
			Hosting TOTAL:	USD 63,450.00

Services – One-time fee

Description	Line total
Hosting or SaaS - Server Setup Fee (not included in Services milestone estimate)	USD 5,000.00
Hosting or SaaS - Reporting Database Setup Fee (not included in Services milestone estimate)	USD 2,500.00
Project Management and Oversight	USD 46,330
System Setup Training Services	USD 22,140
System Configuration Services	USD 18,040
Data Conversion and Migration Services	USD 70,520
Fuel/Meter Update Interface - FuelForce to FleetFocus	USD 8,610
Bulk Fuel/Fluid Update Interface - FleetFocus to FuelForce	USD 11,070
Purchasing Requisition Interface - FleetFocus to Workday	USD 17,630
Purchase Order Interface - Workday to FleetFocus	USD 15,990
Blanket Purchase Order Interface - Workday to FleetFocus	USD 15,990
Receipts Interface - FleetFocus to Workday	USD 17,220
Asset Update Interface - Workday/FleetFocus 2-Way	USD 19,680
Vendor Master Interface - Workday to FleetFocus	USD 11,480
Monthly Billable Charges Interface - Workday to FleetFocus	USD 18,040
Active Directory Interface	USD 20,910
Enhancement Oracle OAM and OIM authentication	USD 32,800
Key Valet Implementation	USD 16,400
Standard Zonar Integration	USD 6,560
Motor Pool Enhancements	USD 22,550
Task Project Management	USD 9,840
System Testing Services	USD 18,860
Training Preparation and Delivery	USD 18,040
Implementation Support Services	USD 19,680
Travel	USD 32,000
CAM-1-Project Management	USD 12,300
CAM-2-Project Startup	USD 8,200
CAM-3-CAM Setup and Configuration	USD 13,940

CAM-4-Data Loading	USD 43,460
CAM-5-CAM Technical Services/Integrations	USD 64,575
CAM-6-Acceptance Testing	USD 4,920
CAM-7-User Training/Go-Live	USD 10,660
CAM-8-Post Go-Live Support	USD 9,020
CAM Travel	USD 10,000.00
Services TOTAL:	USD 674,955.00

TOTAL: USD 1,027,184.25

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EXHIBIT C

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 10/25/2019

PRODUCER
Serial # 203843
WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY
100 KING STREET WEST, SUITE 4700
TORONTO, ON M5X 1E4 CANADA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: FEDERAL INSURANCE COMPANY	20281
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
CONSTELLATION SOFTWARE INC. AND
ASSETWORKS LLC
998 OLD EAGLE SCHOOL ROAD, SUITE 1215
WAYNE, PA 19087

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	99504839	09/27/2019	09/27/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG TENANTS LEGAL LIABILITY	$ 1,000,000 $ $ 25,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 1,000,000
A		**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS ALL AUTOS OWNED AND/OR LEASED TO THE NAMED INSURED	73600397	09/27/2019	09/27/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
A		**WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	7176-4342	09/27/2019	09/27/2020	X WC STATU-TORY LIMITS OTH-ER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A		**OTHER** TECHNOLOGY ERRORS AND OMISSIONS LIABILITY	99504839	09/27/2019	09/27/2020	$1,000,000 PER CLAIM & IN THE AGGREGATE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

WITH REGARDS TO THE COMMERCIAL GENERAL LIABILITY POLICY, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDED AS ADDITIONAL INSUREDS TO THE COMMERCIAL GENERAL LAIBILITY AND THE AUTOMOBILE POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, US WORKER'S COMPENSATION & EMPLOYER'S LIABILITY POLICY AND TECHNOLOGY ERRORS AND OMISSIONS LIABILITY POLICY HAVE BEEN PLACED BY WILLIS OF ILLINOIS, INC./GAB. WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.

CERTIFICATE HOLDER

CITY AND COUNTY OF DENVER,
201 W. COLFAX AVE., DEPT 1207
DENVER, CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SF

EXHIBIT D

City Hosting Services Agreement

1. FEES AND PAYMENT

Contractor shall invoice City annually, in advance, and all invoiced fees shall be due and payable in accordance with the City's Prompt Pay Ordinance. Monthly invoices shall be issued for Professional Services and include charges defined in Exhibit B. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset.

Any amounts not paid when due will be subject to interest pursuant to the City's Prompt Payment Ordinance.

A City will be considered delinquent if payment in full is not received forty-five (45) days from the date of the receipt of invoice. Contractor reserves the right to suspend or terminate this Hosting Agreement and City access to the Service if the City account becomes delinquent and is not cured within ten (10) days. City will continue to be charged and hereby agrees to pay for Service during any period of suspension. City's failure to pay any invoice after this ten (10) day period shall constitute a material default hereunder and shall entitle Contractor to exercise any and all rights and remedies provided herein or at law including a suspension of Services under the Hosting Agreement. In the event of a dispute between the parties that does not result in a termination of the Hosting Agreement, City agrees to make all Monthly Service Fee payments due under the Hosting Agreement pending the resolution of the dispute.

2. CITY RESPONSIBILITIES

The City is responsible for:

Assigning a primary and alternate City designated key personnel to coordinate all communications and activities related to Contractor services.

Providing user identification data and determining the appropriate security profile for each user. City will control security at the Application level.

All printing. No print job will print at the Data Center and all physical printing requirements will be handled by the City.

The purchase and installation of printers at City's sites for the Application being utilized as defined in the Scope of Services.

Installation, operation and maintenance of all workstation software (and City's LAN, existing data communications configuration, hardware, or software required at the City's site except as otherwise stipulated in the Scope of Services. Contractor network and network responsibility extends from the Contractor routers at Contractor's sites to all connected equipment at Contractor's sites.

Testing updates and fixes applied by Contractor to Applications used by City. With the exception of emergency fixes, City will test updates and fixes prior to their introduction to the Production environment within a mutually agreed upon time frame.

Testing upgrades. Upgrades will be moved to production by the Contractor at the end of the City testing period unless specific problems are documented in writing to Contractor.

Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the Contractor for assistance. Notwithstanding this diligence requirement, City is responsible for informing Contractor of any problems encountered in a timely manner.

3. OWNERSHIP OF DATA

City shall not obtain any ownership rights, title or interest in the software, hardware or systems developed or employed by Contractor in providing Services under the Hosting Agreement. Contractor shall not obtain any ownership rights, title or interest to City's data files. Upon expiration or termination of the Hosting Agreement for any reason, Contractor agrees to provide City with a copy of City's data files, as they exist at the date of expiration or termination.. City requests for data to be provided in any other format are subject to approval by Contractor and may require an additional fee.

Attachment 1 - Service Level Agreement

This Service Level Agreement ("SLA") is intended to provide an understanding of the level of service to be delivered by the Contractor for the Services specified in Attachment 2. The service levels set forth below apply to the Services provided by Contractor under the Agreement.

AVAILABILITY

Contractor 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:

$$x = (y - z) / y * 100$$

Where,

"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 City is unable to log into the Application because of (a) regularly scheduled maintenance windows for the Application and for times in which City has been notified in writing (including e-mail) by Contractor in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by Contractor or certified by Contractor for use in conjunction with the Services (except as such non-performance is directly or indirectly caused by Contractor).

"z" is the number of hours in such month during which the City is unable to log into the Application (other than for reasons set forth in the definition of "y" above); provided that Contractor has been notified or is otherwise aware (or reasonably should be aware) of City's inability to utilize the Application.

FEE ADJUSTMENT

In the event that Contractor does not meet the Availability levels set forth below, the amount of fees payable by City will be reduced as follows:

In the event the average Availability for the Application is less than ninety nine percent (99%) during any two consecutive quarters, City will receive a credit to its account with Contractor of five percent (5%) of the amount of a quarter's aggregate Contractor Hosting Services fees paid or payable by City to Contractor.

Contractor's obligation to provide City with fee adjustments as set forth above is conditioned on City providing detailed written notice to Contractor of its contention that Contractor was unable to meet the applicable Availability levels. Upon receipt of such notice, Contractor shall have thirty

(30) calendar days to investigate the contention. If, at the end of the thirty (30) calendar day period it is determined that Contractor did in fact fail to meet the applicable Availability levels, City will receive the appropriate credit to its account during the next invoice cycle.

The remedies set forth in this Section of this Attachment shall be City's sole remedy and Contractor's entire liability in the event of a breach of this Agreement, including the failure of any Availability measurements to meet the thresholds set forth above.

SOFTWARE MAINTENANCE AGREEMENT

TERMS AND CONDITIONS

1. Correction of Deviations

In the event that the City encounters an error and/or malfunction ("Deviation") in the Software, it shall communicate the circumstances and any supporting information to Contractor. Upon receipt, Contractor will respond as follows:

a. In the event that, in the mutual and reasonable opinion of Contractor and the City, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, Contractor will correct the Deviation and distribute the correction to the City in accordance with Contractor's normal Software revision schedule.

b. In the event that, in the mutual and reasonable opinion of Contractor and the City there exists a Deviation that does constitute a serious impediment to the normal, intended use of the Software, Contractor will take such steps as are reasonably required to correct the Deviation.

2. Software Revisions and New Versions

a. The Software may be revised by Contractor as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:

   i. Revisions that the City is obliged to implement ("Mandatory Revisions");

   ii. Revisions that may be implemented by the City at its option ("Optional Revisions").

   iii. No charge shall be made to the City for either Mandatory Revisions or Optional Revisions while under a current Maintenance Agreement.

b. New products ("New Products") may be added to the Software by Contractor 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. Contractor, in its sole discretion, shall 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.

3. Telephone Hotline Assistance

Contractor, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests, Monday through Friday, excluding State holidays, during normal business hours, that may be made by the City relating to the application and operation of the Software. At other times such personnel are available by pager for emergencies.

4. Technical Literature

Contractor shall make available to the City all technical literature in electronic format that is considered by Contractor to be relevant to the Software and its use within the scope of City's operations.

5. Transmission

All Revisions and New Products will be made available for download by the City via access to the Contractor website or other suitable media, at the option of Contractor. The City shall be solely responsible for executing the appropriate instructions in order to transfer the Revisions or New Products onto to its system.

6. Remote Diagnostic Access

The City shall provide appropriate remote access capabilities with which Contractor may, with the permission of the City, remotely access the Software for the purpose of remote diagnostics and support.

7. Proper Use

a. City shall not modify the Software or Source Code as defined in the Software License Agreement unless specifically authorized by Contractor in writing.

b. The City agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused or modified without the express written permission of Contractor.

c. In the event that the City or its agents misuses or modifies the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although Contractor is not obligated to correct such misuse, Contractor shall be entitled to attempt to correct the situation, if possible, at City's expense.

d. In the event that diagnostic assistance is provided by Contractor, which, in the reasonable opinion of Contractor and the City, relates to problems not caused by a Deviation in the Software, such assistance shall be at the City's expense.

8. Software Maintenance Fee – Paid Up License

Not applicable

9. Additional Software Maintenance Fee – Paid Up License

In the event the City acquires Contractor Software licenses in addition to the Software that indicated in Exhibit B of this Agreement (the "Additional Software"), the Maintenance shall automatically be extended to cover the Additional Software, and the City shall pay an additional annual Maintenance fee in an amount equal to twenty percent (20%) of the then current license fee for the Additional Software at the time of acquisition.

In the event that City purchases any custom interfaces, APIs or other software (Developed Software), Contractor may also charge maintenance on the Developed Software in an amount equal to twenty percent (20%) of the cost of the Developed Software.

10. Other Fees and Expenses

If onsite maintenance is required, City will pay reasonable travel and living expenses of Contractor's employees or agents, which shall be billed and paid as the expenses are incurred.

11. Payment Terms

a. Annual payments for Maintenance will be due in advance of the commencement the Maintenance and on each anniversary thereafter.

b. Not applicable

c. Not applicable

12. Default and Termination

a. Contractor may cancel Maintenance in the event that the City does not implement a Mandatory Revision within sixty (60) days of receipt thereof or such longer period as Contractor may consent to in writing. In the event that City does not implement a Mandatory Revision within thirty (30) days following receipt of written notice from Contractor of City's failure to implement a Mandatory Revision, Contractor may then cancel Maintenance, effective immediately, by notice in writing to the City.

b. In the event of any breach of the terms and conditions of this Agreement by the City, Contractor will, by written notice to the City, give the City a period of thirty (30) days within which to institute remedies to correct such breach. In the event that such breach has not been corrected to Contractor's satisfaction within said thirty (30) day period, Contractor may then cancel Maintenance, effective immediately, by notice in writing to the City.

c. In the event that Maintenance is terminated by Contractor, Contractor shall have no continuing obligations to the City of any nature whatsoever with respect to Maintenance. Furthermore, termination by Contractor pursuant to the provisions of this Agreement shall be without prejudice to any right or recourse available to Contractor, and without prejudice to Contractor's right to collect any amounts, which remain due to it hereunder.

EXHIBIT E FUNCTIONAL MATRIX

ID	Requirement Name	Requirement Description	Requirement Compliance	Vendor Response
1	**Basic Vehicle Data**		**Out-of-the-Box**	**FleetFocus many asset types including component assets that all the same table structure and support for Work orders, Usage and Fuel transactions.**
1.1	Basic Vehicle Data and Specs		Out-of-the-Box	A mixture of required fields, attention fields and optional fields are part of the primary information records.
1.1.1	Fleet Companies	The solution shall have the functionality to set up multiple, separate fleets (in the same instance) that correspond with the City's fleet operations. E.g. Public Works, Fire, Police	Out-of-the-Box	Use of Department ID and Company codes along with User group Location and Department restrictions all all to use the same application.
1.1.2	Vehicle/Asset #	The solution shall allow authorized users to assign a vehicle unit or record number using an alphanumeric or numeric code in a format to be defined by the City.	Out-of-the-Box	20 character alpha numeric Vehicle or Equipment ID. Equipment ID can be auto formatted using an Asset Categories setup feature.
1.1.3	Classification Code	The solution shall have functionality to assign a 10-character APWA classification code to each vehicle.	With Configuration	Use of templates or spreadsheet forms can be used to setup the APWA classification as the Maintenance Class.
1.1.4	Assets Specs	The solution shall support the creation of a unique record for each fleet asset including but not limited to: a) VIN# b) Make, model, year c) APWA classification code e) Color g) Engine type and size h) Transmission i) Front & rear tire size j) Gross vehicle weight rating k) Drivetrain type l) Fuel type and capacity m) Oil capacity n) Power steering o) Air conditioning	Out-of-the-Box	User defined Attributes or existing fields will include these specs.
1.1.5	Asset Department, Site, Driver	The solution shall allow the following data for each asset to be maintained and changed at any time: - Assigned fleet (e.g. Police, Public Works) - Assigned department (e.g. District 5, Gang Unit, Right of Way, Animal Control) - Site (where vehicle resides) - Assigned driver	Out-of-the-Box	Each items supported and methods to push some updates to Department coordinators with Customer Access portal.
1.1.6	Assigned Service Shop	The solution shall allow a service shop and specific service line within a given shop to be assigned to the vehicle.	Out-of-the-Box	Assets assigned to PM and Repair locations required. Can be different locations.
1.1.7	Keys	The solution shall have functionality to track vehicle key ID number and storage location.	Out-of-the-Box	Key setup screen to store all key number by Asset Id.
1.1.8	Monitoring Group	The solution shall have functionality to create and assign a City-defined monitoring group code to individual vehicles for special reporting purposes. For example, if a new type of brake pad is being tested on a subset of trash trucks, a monitoring group code of “1264 – Brake Pad Test” could be created and entered onto the vehicle record of each trash truck in the test so reports with data limited to only those trucks can be generated.	Out-of-the-Box	Field for "Is Test Equipment" or user defined. Also, Test Results with measures can be setup for just those Units in the test group.
1.1.9	Service Availability Schedule	The solution shall have functionality to enter the service availability schedule for each vehicle by hours, days, weeks, months and season. For example, the service availability of a street sweeper would be April-November, M-F, 5a.m. - 8:00 p.m.	Out-of-the-Box	Calendar ID for each unit assigned to Operating base department will track availability and downtime statistics.
1.1.10	Service Availability Schedule	The solution shall have functionality to maintain each service availability schedule in a single record that has a unique identifier code that can be assigned to individual vehicles. For Example, code 892 for the service schedule of 24 hours/day, 7 days/week, 12 months/year would be entered onto the record of each applicable vehicle, rather than entering the availability schedule itself onto each vehicle record.	Out-of-the-Box	Service Level Agreement code/class maintains service schedule all units associated. User defined.
1.1.11	License and Registration Management	The solution shall have functionality to track and manage vehicle license and registration information including license number, state and registration expiration, with automated alerts and reporting to manage registration renewals.	Out-of-the-Box	Report License soon expiring or email notification of same.
1.1.12	Certification and Inspection Tracking	The solution shall have functionality to track and manage a variety of vehicle certifications and inspections, with automated alerts and reporting to manage renewals.	Out-of-the-Box	Inspections and renewals based on last date and next scheduled dates.
1.1.13	Parent-Child Components	The solution shall be capable of tracking parent and multiple child component relationships.	Out-of-the-Box	Unlimited Parent-child asset relationships with work order tracking and synchronized assignment changes.
1.1.14	Vehicle Status	The solution shall have functionality to assign a standardized, City-defined status to each vehicle record. E.g. Active, Inactive, Disposed	Out-of-the-Box	Life Cycle status codes required and can be labeled to meet user defined requirements.
1.1.15	Notes	The solution shall allow users to enter notes on the vehicle record and automatically stamp each entry with the date, time and user.	Out-of-the-Box	Notes section provdes perpetual notes with User ID and date/time stamps for multiple entries by unit ID.
1.1.16	Attachments	The solution shall have functionality to upload and store documents and images of multiple file formats (e.g. Word, Excel, PowerPoint, PDF, JPG, GIF, TIFF, etc.) to each vehicle record with unlimited storage.	Out-of-the-Box	Unlimited upload functions for each unit ID. Option for Main photo for users to see in search for Work orders and Service requests.

ID	Requirement Name	Requirement Description	Requirement Compliance	Vendor Response
1.1.17	Data Entry Template	The solution shall have functionality to create a vehicle record template so that select data fields that are common among multiple vehicles can be entered once and populated into multiple vehicle records. For example, if Denver Police Department purchases 40 2016 Dodge Avengers, a template with the year, make model, purchase date, fuel type, tire size, transmission type, etc., can be entered into a template that will be used to create the 40 vehicle records.	Out-of-the-Box	Batch screen template or Dataloader templates can be used to perform the 40 records in user defined status of On order, in prep, or active.
1.1.18	Meters	The solution shall have functionality to track vehicle meter information including but not limited to the following: a.Meter type (e.g. odometer, hours, etc.) b.Reading at acquisition See 2.1.1(a) c.Vehicle life expectancy by meter (e.g. 90,000 miles, 160 hours)	Out-of-the-Box	Recommended best practice is loading the Estimated life at new asset setup. Supports Future years Replacement reporting by meter or date.
1.1.19	Meters	The solution shall have functionality to track meter replacements where the life to date readings from the original vehicle meter is retained if it's replaced with a new meter.	Out-of-the-Box	Meter Reset feature supports multiple meter rollovers or replacements with work order reference.
1.1.20	Meters	The solution shall have functionality to track readings for multiple meters on a single vehicle and to indicate which is the vehicle's primary meter.	Out-of-the-Box	Meter 1 and Meter 2 with source type of Hours or Miles or both or None.
1.1.21	Meters	The solution shall have functionality to track and retain a history of the vehicle's meter readings and to display the most recent reading.	Out-of-the-Box	Both Meter update history displays source type and dates of meter updates and End of Perriod for month stores the Meter 1 and 2 values at the end of each month.

ID	Requirement Name	Requirement Description	Requirement Compliance	Vendor Response
2	**Service & Repairs**		**Out-of-the-Box**	**<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>**
2.1	Preventive Maintenance (PM), Repairs, Work Orders		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
2.1.1	PM Service	The system shall allow users to set up a schedule of all preventive maintenance (PM) services that will be performed over the life of the vehicle based on: a. Meter reading at acquisition (e.g. 1,500 miles) b. Type of PM service c. PM service cycle E.g. Miles, hours, days, weeks, months, years, etc. d. Frequency E.g. Every 30,000 miles	Out-of-the-Box	Class and Invidual PM programs supported or a blend. PM pattern can be setup based on Meter 1 and Meter 2 and Date and Fuel usage. Meter can be dynamic update for next meter due or can be set to fixed intervals despite actual meter performed.
2.1.2	PM Service	The system shall have functionality to notify users when a PM for a vehicle is approaching its due date, based on a City defined time frame) or is past due. E.g. PM's due within 30 days or in 200 miles.	Out-of-the-Box	PM due email notification with repeating automatically based on settings. When paired with FuelFocus at the pumps, can support messaging to the display and auto cutoff if past X meter or days of PM due.
2.1.3	PM Service	The system shall allow users to view PMs flagged with upcoming or past due dates in the following ways: a. Customer dashboard b. A visual flag or notation on the vehicle record c. Generating a report filtered by user for agency, due date, etc.	Out-of-the-Box	All methods supported including email with link to schedule the appointment and confirmation from Shop staff with ICS file for adding to Outlook Calendar.
2.1.4	PM Service	The PM schedule shall display the last service completed and the next service due for each PM listed on the vehicle's schedule.	Out-of-the-Box	Hover over PM due page shows the last details and Meter and fuel used since last PM.
2.1.5	PM Service	The solution's administrative settings shall allow the entry of the current reading of all a vehicle's meters to be required on all work orders.	Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
2.1.6	PM Service	They solution shall automatically update the vehicle's PM schedule with the meter readings entered into the work order.	Out-of-the-Box	Standard practice on Finished or closing work order.
2.1.7	PM Service	The solution shall allow users to select a PM service directly from the vehicle's PM schedule into a work order.	Out-of-the-Box	All servcies due will display and allow user to select all and add to 1 work order.
2.1.8	PM Service	Upon completion of the repair code for the PM service on a work order, the solution shall automatically update the status of the service in the vehicle's PM schedule including the date completed and the new next service due.	Out-of-the-Box	Standard practice on Finished or closing work order.
2.1.9	PM Service	For PM services that are completed on a cycle (e.g. an oil change every 3,000 miles or every 6 months), the solution shall calculate the next service due from the date and/or meter reading at the time the last service was actually completed and not from the date or reading that the last service was due. For example, if an oil change was due at 20,000 miles but was completed at 20,500 miles, the solution should calculate the next oil change due at 23,500 miles.	Out-of-the-Box	Standard practice on Finished or closing work order.
2.1.10	Service Requests	The solution shall have functionality for users to submit a service or repair request via the solution from a self-service portal. City designated solution administrators shall be able to control access to the request function at the user level.	Out-of-the-Box	Service Request portal supports Self-service and does not require valid user, but can be an internal page link to easily enter and submit.
2.1.11	Service Requests	The solution shall have functionality for the following data to be included in service requests submitted from the self-service portal: a. Date requested b. Requestor's name c. Vehicle ID # d. The vehicle's current meter reading(s) e. Open text field for the user to enter a description of the work needed. f. Urgency	Out-of-the-Box	Service request portal supports both defined drivers or employee IDs or entry of name, phone and email address. User can add pictures or files if needed to upload to request.
2.1.12	Service Scheduling	The solution shall have functionality to support scheduling appointments for service including date, time, shop, service to be performed and agency contact person.	Out-of-the-Box	Customer Appointments provide self service selections on the Appointment Calendar, but time slots are controlled by the Shop settings to avoid user selecting any times.
2.1.13	Service Scheduling	The scheduling functionality shall support placing requests on a waitlist for a specific shop and show the date the request was placed on waitlist.	Out-of-the-Box	Appointments can be setup without Tech resources and can be rescheduled and all changes tracked as multiple appointments for that service.
2.1.14	Service Scheduling	Customer agencies shall have ability to view to the waitlist from a self-service portal/dashboard.	Out-of-the-Box	Dashboard view as Chart with units listed.

ID	Requirement Name	Requirement Description	Requirement Compliance	Vendor Response
2.1.15	Service Scheduling	The solution shall allow the service shop to place a flag or alert to notify the requestor that vehicle is ready to be brought in for the requested service.	Out-of-the-Box	Shop staff must confirm or deny or reschedule appointment which notifies the customer.
2.1.16	Work Orders	When a new work order is opened, the solution shall alert the user if: a. There are other open work orders on the vehicle, and/or, b. There was a previously completed work order for the vehicle within a specified period of time (e.g. within 30 days, 6 months, 1 year) to aid in identifying rechecks/come backs.	Out-of-the-Box	Standard feature for any unit search is any Pending, Open , work orders or Pending Service Request needing attention. Comeback parameters set by Class codes and allow wear items or certain codes to ignore comebacks.
2.1.17	Work Orders	When creating a work order, the user must have visibility to the vehicle's preventive maintenance (PM) schedule and should be able to easily select any of the scheduled PMs listed to add to the work order.	Out-of-the-Box	Option to NOT default the most next PM due ,but display all PMs due in the Next x days or soon due meter.
2.1.18	Work Orders	The solution shall allow repair codes on a work order to be assigned to multiple different service shops. For example, an oil change may be assigned to the main service shop while a bumper repair on the same worker order will be assigned to the body shop.	Out-of-the-Box	User options to assigned work to multiple employees on the same work order task ID or split by task ID or Task is only supported at defined Location ID.

ID	Requirement Name	Requirement Description	Requirement Compliance	Vendor Response
2.1.19	Work Orders	The solution shall allow authorized users to cancel or deactivate a work order.	Out-of-the-Box	User must have delete rights and no costs posted to date or reverse the transactions prior to deletion.
2.1.20	Work Orders	The solution shall allow standardized priority levels, defined by the City, to be placed on a work order. E.g. High, Medium, Low	Out-of-the-Box	Priority on Work order can be Unit's default priority code as defined by City. Time factor associated with Priority codes.
2.1.21	Work Orders	The solution shall allow a work order to be transferred from one service shop to another.	Out-of-the-Box	Transfer feature to finish the current work order and opens the transferred new work order to other shop.
2.1.22	Work Orders	The solution shall allow authorized users to add, remove or change repair codes on open work orders as needed.	Out-of-the-Box	Authorized users belong to user groups with rights and restrictions as managed by Administrator.
2.1.23	Work Orders	The solution shall allow authorized users to defer a repair code so that the work order can be closed and the repair code will be automatically placed on the next work order opened for the vehicle.	Out-of-the-Box	Deferred tasks create a Service request with the task code so another work order is linked to the original task code.
2.1.24	Work Orders - Technician Assignment	The solution shall allow two or more technicians to be assigned to a single repair code on a work order simultaneously and track the labor time of each technician separately.	Out-of-the-Box	Work assignment can be multiple employees to the same task or different or to Crew or to Multiunit work order.
2.1.25	Work Orders - Technician Assignment	The solution shall allow the technician assignment on a work order to be changed at any time.	Out-of-the-Box	Assignment can be changed at any time with user stop on task.
2.1.26	Work Orders	The solution shall have the functionality to set up a custom task list that corresponds with a specific repair code. The assigned technician shall be able to access the list via the work order and mark items complete.	Out-of-the-Box	PM or Inspection Check lists allow Tech to mark each item Done and system will write their Employee ID for audit tracking.
2.1.27	Work Orders - Status	The solution shall have functionality to place standardized, City-defined statuses on a work order. E.g. Waiting for available mechanic, waiting for part, active, finished, closed) and be changed/updated throughout the life of the work order.	Out-of-the-Box	User defined Service Status or Delay statuses with tracking during life of work order.
2.1.28	Work Orders - Status	The solution shall have functionality to trigger an automated alert or notification when a certain status has been placed on a work order. E.g. A status of Complete will alert the customer that the vehicle is ready for pick up.	Out-of-the-Box	Standard Work Complete notification to driver or department rep with notice if another work order open still to wait for next email notice.
2.1.29	Work Orders - Status	The solution shall have functionality to place standardized, City-defined statuses on a work order repaid code. E.g. Open, Closed	Out-of-the-Box	User defined codes.
2.1.30	Work Orders	The solution shall have functionality to place a target completion date or time on a repair code.	Out-of-the-Box	Default Estimatd completion code based on Priority code or user update.
2.1.31	Work Orders - Repair Codes	The solution shall have functionality to both set up a restricted number of standardized repair codes and build unique codes “on the fly”, as needed.	Out-of-the-Box	Codes are based on user defined restrictions and must meet minimum requirements as best practice.
2.1.32	Work Orders - Attachments	The solution shall have functionality to upload and store documents and images of multiple file formats (e.g. Word, Excel, PowerPoint, PDF, JPG, GIF, TIFF, etc.) to a work order.	Out-of-the-Box	File upload feature for Work orders, Service Requests and Accidents.
2.2	Part Requests and Issuance		Out-of-the-Box	Blank
2.2.1	Electronic Parts Request	The solution shall allow technicians and parts staff to use a mobile or hand-held device to access work orders and perform the following: a) Log on and off of a repair code b) Update the work order status c) Update the repair code status d) Enter a note e) Add a repair code to the work order f) Request parts	Out-of-the-Box	Technician portal supports quick buttons to perform these tasks with mimimum of clicks and uses Pop in screens so user does not loose navigation from main page.
2.2.2	Repair Code Level Parts Issuance	The solution shall have functionality for parts to be charged to work orders at the repair code level including the part number, description, quantity and cost.	Out-of-the-Box	All work order parts issued to repair task code with part id, description, quantity and cost.
2.2.3	PM Parts List	While in a work order, the technician shall have access to view a parts list associated with a specific preventive maintenance code and select parts from the list onto a parts request.	Out-of-the-Box	System learning feature shows pars for Class and task code where Class code is specific year-make-model-pwrtrain-drive type.
2.2.4	Electronic Parts Request Routing	The solution shall have functionality to route or alert the storeroom staff of a part request and automatically stamp the order with the date and time received.	Out-of-the-Box	Storekeeper portal shows all incoming Parts request by Tech ID and Work order ID with time tracking and Stock out tracking.
2.2.5	Electronic Parts Request - Stock vs. Non-Stock Parts	For each part added to a part request, the solution shall indicate if the part is a stock or non-stock part, and for stock parts show the current inventory quantity.	Out-of-the-Box	On hand displays on each part item and settings option for Tech to Request only or allow issue of part.
2.2.6	Part Search	The solution shall support part storeroom staff in conducting quick, easy searches of the City's other storerooms for parts availability.	Out-of-the-Box	Optio or allow more than the default parts locations for searching all locations or subset.
2.2.7	Substitute/Equivalent Parts	For each part requested, the solution shall list substitute or equivalent parts and their availability at all storeroom locations.	Out-of-the-Box	Parts search displays both stock part ID and all cross reference part ids and related Manufacturer Name.
2.2.8	Part Transfer Request	The solution shall have functionality to submit an electronic part transfer request from one storeroom to another and shall support collecting the following data with each request: a) Part # b) Quantity c) Transfer from storeroom d) Transfer to storeroom e) Method of transfer (e.g. pick up) f) Comments (open text field)	Out-of-the-Box	Parts Transfer screen tracks on-line requests per parts can be loaded from Restocking screen for all parts ordered.
2.2.9	Part Transfer Request	The solution shall have functionality to route part requests to the appropriate storeroom – and alert the respective staff – and automatically stamp the request with the date and time received.	Out-of-the-Box	Standard feature to show Storekeeper Pending parts requests. Storekeepers can mark any part "Notify" ready status and Gear cog will appear on both Technician portal and Shop supervisor portals.
2.2.10	Part Transfer Request	When parts are transferred, the solution shall adjust the inventory quantity of both the “to” and “from” storerooms only after the transfer has been received by the requesting storeroom. The solution shall automatically stamp the request with the date and time the transfer was completed.	Out-of-the-Box	Auto marks the transfer complete and supported with standard reporting to show status and any transfers incomplete.
2.2.11	Electronic Parts Request	The solution shall allow authorized parts staff to issue stock parts to work orders using a mobile device.	Out-of-the-Box	Parts Issue app on mobile device if Work order ID is known.
2.2.12	Part Request - Partial Fulfillment	The solution shall automatically notify the requestor when parts have been issued to the work order (and are ready for pick up) – in real time – even if other parts on the same request remain unfulfilled.	Out-of-the-Box	Send Gear Icon "Blue Cog" to show Tech parts are ready with link to see original request.
2.2.13	Electronic Parts Request	When parts are issued to a work order, the solution shall adjust the inventory quantity (for stock parts) and charge the part(s) to the work order in real time.	Out-of-the-Box	In most cases, not part id is entered, just click and save the request and quantity updated in real time.

ID	Requirement Name	Requirement Description	Requirement Compliance	Vendor Response
2.2.14	Part Orders	The solution shall have functionality to create a vendor order for: a) non-stock parts that are ordered directly from the supplier when needed for a work order, or b) outsourced repairs (e.g. repairs covered under vehicle warranty or repair cannot be completed in-house). The solution shall support collecting the following data with each order: a) Order date b) Orderer c) Receiving storeroom d) Vendor # e) Work order # and vehicle # f) Method of Payment (PO, BPO, credit card) g) Vendor part # h) Quantity i) Cost j) Estimated delivery date	Out-of-the-Box	Integratred ordering from Parts or Commercial requests with each Purchase type tracked based on Vendor ID, optional Blanket PO and payment type. Settings to prevent work order closing if pending order is incomplete.
2.2.15	Part Orders	The solution shall auto populate data fields on the vendor order, where possible (e.g. order date, orderer, receiving storeroom) and automatically generate an order number.	Out-of-the-Box	Order action requires default vendor or user must select alternative vendor to continue order.
2.2.16	Part Orders	Authorized users shall have the ability to change the estimated delivery date on an order at any time.	Out-of-the-Box	Expected delivery date can be changed as needed with User notes to track changes and related quotes or invoices.
2.2.17	Part Orders	When creating a part order, the user shall be able to: a) Easily view all active Purchase Orders (PO's) and Blanket Purchase Orders (BPO's) associated with the vendor (with the listing to exclude PO's and BPO's for other vendors) and the current balance of each, and, b) Select the appropriate PO or BPO will be used for the order, or c) Indicate the order will be paid using a credit card.	Out-of-the-Box	All user defined Purchase types are available to indicate credit card, standard or user defined method.
2.2.18	Part Orders	For each vendor order, the solution shall adjust – in real-time – the available balance of the PO or BPO used.	Out-of-the-Box	Updates are realtime based on the order and Receipt actuals.
2.2.19	Part Orders	Users shall be able to easily view open vendor orders and filter by a variety of fields. E.g. Estimated delivery date, vendor, work order number.	Out-of-the-Box	All OPEN orders are viewable and can be sorted and restricted by user define filters. All columns on page can be moved to the user's preferences.
2.2.20	Print Capability	Users shall be able to print part orders with the following details included on the printed version: a) Order Number b) Part Number c) Part Description d) Quantity e) Unit Cost f) Total Cost	Out-of-the-Box	Print all lines link with output to report with city's logo and in pdf format for emailing.
2.2.21	Part Orders - Receiving	The solution shall have functionality to create a receipt for a corresponding vendor order and support collecting the following data with each receipt (and automatically populate data fields where possible): a) Order # b) Vendor # c) Method of Payment (PO, BPO, credit card) d)Vendor invoice # and date e) Date received f) Cost g) Additional charges (e.g. shipping)	Out-of-the-Box	Receipt processing includes adding shipping fees onto PO or by line item plus auto printing receipt labels.
2.2.22	Part Orders - Receiving	Upon entering a receipt, the solution shall automatically: a) Issue the part to the work order b) Transfer the data into the City's financial solution (WorkDay)	With Custom Programming	Utiliizng an Integration with MAXqueue settings will trigger on the issue event to send data to WorkDay.
2.2.23	Part Orders - Receiving	The solution shall have functionality to upload and store documents and images of multiple file formats (e.g. Word, Excel, PowerPoint, PDF, JPG, GIF, TIFF, etc.) to a vendor order and receipt.	Out-of-the-Box	Upload files or scan directly to the PO header.
2.2.24	Part Orders - Approvals	The solution shall have workflow and electronic approval functionality that can be utilized in the parts ordering process and configurable by required approvers and City-defined cost thresholds.	Out-of-the-Box	Standard approval workflow for Requisitions and Purchase orders.
2.2.25	Electronic Parts Request	The solution shall allow any part to be requested for, and charged to, a repair code without the part record having to be first linked to the specific repair code.	Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
2.2.26	Part Issuance Tracking	The solution shall have the ability to track part issuances by part category (e.g. oil filter, battery, starter) and allow users to generate corresponding reporting.	Out-of-the-Box	Both Keyword, Part Category and Part Classification tracked for every storeroom issue.
2.3	Labor Tracking		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
2.3.1	Labor Tracking	The solution shall have functionality to track direct labor for the time technicians work on a vehicle work order. The time shall be trackable for each technician at the repair code level in both time and cost increments defined by the City (e.g. quarter hour increments based on a cost of $50/hour).	Out-of-the-Box	Labor tracked real time to to 2 decimal places as hundreths.
2.3.2	Labor Tracking	The solution shall have functionality to track indirect labor for the time technicians work on non-work order tasks and shall be tracked using a variety of labor codes definable by the City. E.g. Breaks, meetings, training, work area clean up, clerical tasks, PTO, etc. The time shall be trackable in both time and cost increments defined by the City (e.g. quarter hour increments based on a cost of $50/hour).	Out-of-the-Box	Indirect button on Technician portal for ease of start and stopping realtime with user defined codes.
2.3.3	Labor Tracking	The solution's administrative settings shall allow the rate used to calculate direct and indirect labor costs to be set at by the following levels: a) Solution-wide b) By shop c) By individual technician	Out-of-the-Box	Support for solution wide, location, Employee , Department and fixed task labor cost.
2.3.4	Labor Tracking	The solution shall have functionality to estimate labor hours for each repair code added to a work order. This functionality shall be optional with the ability for designated solution administrators to activate or suppress the feature for each fleet/company set up in the solution (e.g. Public Works, Police, Fire).	Out-of-the-Box	User defined display of estimated time set by Administrator function.
2.3.5	Labor Tracking - Reporting	Authorized users shall be able to generate labor time and cost reporting by a variety of filters such as a specific vehicle or user agency.	Out-of-the-Box	Standard labor reporting and unlimited AdHoc reporting available.
2.4	Work Order Notes		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
2.4.1	Work Order Notes	The solution shall allow users to enter notes to individual work orders and automatically stamp each entry with the date, time and user.	Out-of-the-Box	Task Notes entered mark the Task code onto the note automatically with user id and date time. Spell check included.

ID	Requirement Name	Requirement Description	Requirement Compliance	Vendor Response
2.4.2	Work Order Notes	The solution shall have functionality to pre-program standardized, commonly used "short cut" notes that can be inserted into a work order notes with a few key strokes. E.g. CHECKED & CORRECTED FLUIDS, REPLACED OIL FILTER, PERFORMED TIRE ROTATION	Out-of-the-Box	Workflow support for Work Accomplish Code for each task to set the action of Diagnose or Complete or user defined to that Task code noun.
2.4.3	Work Order Notes	The solution shall support the ability to paste text from external files into work order notes.	Out-of-the-Box	Paste text suppoted.
2.4.4	Work Order Notes	The solution shall have functionality for authorized users to enter special notes on the vehicle record that will automatically display when all work orders on the vehicle are opened. E.g. "Vehicle to be surplused – Obtain approval from Line Supervisor prior to completing any maintenance or repairs to this vehicle."	Out-of-the-Box	Unit Messages are the Top message for any work order and before any system messages and remain until the manager decides to edit them.
2.5	Vehicle Downtime		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
2.5.1	Downtime	The solution shall have functionality to automatically track vehicle downtime associated with each work order and shall be calculated based on the time the vehicle isn't available during its defined availability schedule (See Service Availability Requirements 1.1.9 – 1.1.10) due to time in the shop for service or repairs.	Out-of-the-Box	Downtime based on related unit calendar and Shop calendar so both are tracked separately on the work order and in history.
2.5.2	Downtime	Vehicle downtime for each work order shall be calculated according to the work order status, where solution administration settings allow each status to be set to either trigger or suppress downtime tracking. For example, if there's a work order to replace a mud flap but the part has to first be ordered from the supplier and the vehicle can be used during this time, a status of "Waiting for Part, Vehicle in Service" would be placed on the work order and downtime would not be tracked. When the part is received and the vehicle is brought in for the repair, the work order status would be changed to "Active" and downtime would be calculated.	Out-of-the-Box	Each Service Status on the work order and start and stop downtime automatically while the Work order remain in OPEN status. Options for Delay codes to trgger downtime action in combination.
2.5.3	Downtime Data Retention	The solution shall automatically date and time stamp each work order status change and retain a full status history and downtime associated with each.	Out-of-the-Box	Full Service Status History and separate screen for researching who did the changes.
2.5.4	Downtime - Multiple Work Orders	If there are two or more work orders open on a vehicle simultaneously, the solution shall not calculate downtime for the vehicle on both work orders.	Out-of-the-Box	System designed to know the both work orders overlap and not overstate the downtime totals.
2.5.5	Disabling Downtime	The solution shall allow authorized users to disable downtime tracking on a specific work order and re-enable at any time.	Out-of-the-Box	User can enter Service status change start and stop at any time.
2.6	Warranty and Core Charge Management		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
2.6.1	Vehicle Warranties	The solution shall have functionality to track and manage vehicle warranties including but not limited to the following: a) Type (e.g. part, vehicle) b) Warranty cycle and length (E.g. 30,000 miles, 6 months, 2 years) c) Start and expiration. For example, if there's a 30,000-mile warranty and the mileage at acquisition is 1,500 miles, the Start = 1,500 and Expiration: 31,500. d) Warranty cost e) Deductible f) Warranty vendor g) Contract #	Out-of-the-Box	Both Equipment warranties OEM/bumper to bumper and Extended warranties based on components and tasks supported with icon warnings to Techs and Supevisors. Notifications to new warranty claims to assist warrant administrator to review claims, action and settle.
2.6.2	Warranty Alerts	When adding a repair code to a work order, the solution shall have ability to alert the user if the vehicle has a related active warranty.	Out-of-the-Box	Component warranty drivend by task code group.
2.6.3	Warranty Alerts	When issuing parts to a work order, the solution shall alert user if the part has been issued to the vehicle on a prior work order and is under an active part warranty.	Out-of-the-Box	Pop up message when part replaced under warranty, text auto written to work order comments area and Part claim created with label printer tag to mark old parts.
2.6.4	Core Charge Alert	When issuing a part to a work order, the solution shall alert the user if there is a core charge associated with the part.	Out-of-the-Box	Core claim process mimics warranty claim process and prints core label printer tags to track cores.
2.6.5	Vehicle Warranty Repairs	The solution shall have functionality to track repairs that are completed by outside vendors that are covered under warranty at no charge.	Out-of-the-Box	Same work order process with Assignment to Vendor ID and Repair reason warranty or campaign.
2.6.6	Part Warranty	The solution shall allow a replacement part to be received into inventory at $0.00 cost due to warranty replacement.	Out-of-the-Box	User defined option to receipt at zero costs.
2.6.7	Part Warranty	If the user has indicated that a warranty replacement will be pursued for a faulty part, the solution shall allow authorized users to adjust the part cost that was charged to the work order to $0.00 once the replacement part has been received from the supplier, even if the work order has been closed. Note: When a warranty part replacement is pursued, the repair will be completed immediately with a part pulled from current inventory and charged to the work order at the normal cost so the vehicle can be placed back into service. When the replacement part is received from the supplier, the cost of the part on the work order must be adjusted to $0.00 to indicate the part was replaced at no cost.	Out-of-the-Box	Credits back to vehicle with work order update and Warranty recovery costs posted to Historical costs for reporting. Optional Billing module credits issued in next accounting period.
2.6.8	Part Warranty	If the user has indicated that a warranty claim will be pursued for a part, the solution shall allow users (with permissions) to adjust the part cost to $0.00 at a later time – even if the work order has been closed – if the part was replaced under warranty at no charge.	Out-of-the-Box	Any costs change must be with User rights to edit closed work orders.
2.6.9	Part Warranty Reporting	The solution shall have functionality to track and generate reporting on the issuance of parts that were replaced under warranty at no charge.	Out-of-the-Box	Warranty reports included with option to schedule soon to expire warranties for each shop to review on routine schedule to avoid checking after expire dates.
2.6.10	Warranty Reporting	The solution shall have reporting capabilities on warranty status, type, utilization, etc.	Out-of-the-Box	Standard warranty reports included with summary and details.
2.6.11	Part Warranty Credit	If a supplier issues a warranty credit (rather than a replacement part), the solution shall provide a way to record the credit (and relevant details such as part, date, supplier, etc.) to either the work order or vehicle record so the credit nets against the vehicle's total lifetime repair costs.	Out-of-the-Box	Warranty portal provides all documentation of equipment and parts warrnty claim management and settlemet tracking to approved complete or partial recovery.
2.6.12	Part Return Form	The solution shall have functionality to generate and print a Parts Return form when a part will be returned to the supplier for a core refund or credit or part warranty or credit. The form shall include, but not be limited to the following: a) Date b) Requesting storeroom c) Vendor name, address, phone# d) Reason for return (e.g. Core deposit, warranty replacement) e) Date the part was installed in and removed from the vehicle f) Reason for fault g) If credit or refund is requested	Out-of-the-Box	RMA settings is option for the Receipt Return processing and can be setup by Vendor ID to prompt for the RMA number. Shipping report available to use for sending back items.
2.7	Outsourced Repairs		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>

ID	Requirement Name	Requirement Description	Requirement Compliance	Vendor Response
2.7.1	Outsourced Repairs	The solution shall have functionality to charge repair work completed by third party vendors to a work order with ability to enter purchasing and vendor invoice data including vendor #, date, invoice #, the related work order repair code, parts purchased and cost, labor time and cost, other charges, date, method of payment (e.g. credit card or PO).	Out-of-the-Box	Commercial costs posting by Receipt and labor hours used on Vendor's invoice.

ID	Requirement Name	Requirement Description	Requirement Compliance	Vendor Response
3	**Parts Management**		**Out-of-the-Box**	**<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>**
3.1	Parts Record		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
3.1.1	Part Record Data	The solution shall allow the following data – at minimum – to be included in each part record: a) Part number b) Description c) Vendor d) Order Unit of Measure (e.g. each, box, case, quart, gallon, drum) e) Issue Unit of Measure (e.g. each, quart, foot) f) Part Cost g) Markup Percentage (if applicable) h) Part Type E.g. Light truck, car, fire truck, etc. i) Part Category j) Mean Time Between Failures	Out-of-the-Box	Part primary records and Part Location records store unique values to track all attributes. Links are provided to Work order used on, Equipment types that used a part and historical movement.
3.1.2	Part Number	The solution shall allow the part number to be assigned by the user and accommodate alpha and numeric characters. Note: The City uses the supplier's part number as the part number in the fleet management solution.	Out-of-the-Box	User defined part ID.
3.1.3	Unit of Issue Multiplier	For parts that are issued to a repair in a bulk quantity (e.g. a box of bolts or screws), the solution shall allow the use of a multiplier to convert the bulk unit of measure (UOM) in the part record to an "each" UOM on the work order. For example, if screws come in boxes of 100 and the UOM in the solution's part record is "box", which is the required UOM when ordering from the supplier, when the screws are needed for a repair, the parts counter at the garage will issue one box, and a multiplier of 100 will convert the quantity of 1/box to 100/each on the work order Note: Some parts, such as small hardware components (e.g. bolts, screws) are always issued for a repair by the box or package, even if fewer than the entire contents of the box is needed to complete the repair.	Out-of-the-Box	Unit of measure and Unit of issue is user defined from the Conversion table separate from Unit of purchase.
3.1.4	Part Category	The solution shall have functionality to assign a category – definable by the City – to each part. E.g. air filter, starter, battery.	Out-of-the-Box	Part Category is required field user defined.
3.1.5	Issuing Store Rooms	The solution shall allow the user to specify which of the City's store room(s) issue the part.	Out-of-the-Box	Parts can only be issued from defined Location ID.
3.1.6	Stock vs. Non-Stock Part	The part record shall allow the user to indicate if the part is a stock or non-stock part for each issuing store room.	Out-of-the-Box	Parts stock status options are STOCKED, ON-DEMAND PROMOTABLE, ON-DEMAND or PROHIBITED. Non-inventory items are managed under purchase types
3.1.7	Bin Location	For stock parts, the part record shall include the bin/shelf location of each store room where the part is stocked.	Out-of-the-Box	Bin ID are Location and active restricted.
3.1.8	Part Status	The solution shall allow a status – definable by the City – to be placed on each part. E.g. Active, Closed	Out-of-the-Box	Unlimited Part Attributres user defined.
3.1.9	Part Markup	The solution shall have functionality to specify a markup percentage (with a minimum of four decimal places) for each part.	Out-of-the-Box	Markup percentage is 2 decimals, no markup option and markup cap amount are available.
3.1.10	Order Lead Time	The solution shall have functionality to auto generate an Order Lead Time for each part (time from placing an order with the supplier to receiving part), based on the part's order and receipt records.	Out-of-the-Box	Vendor/part records stores the lead time and will auto learn the value as orders are filled over time.
3.1.11	Part Warranty and Core Charges	Part warranty and core charge information shall be trackable in the part record.	Out-of-the-Box	Parts are marked as warrantable, coreable, rebuildable, positional, fractional and consumable and any combination of same.
3.1.12	Core Charges	The solution shall have functionality to track the core charge and the cost of the associated part separately.	Out-of-the-Box	Core are tracked separately and can create a core claim to resolve later and post to history. Storekeeper feature to mark cores return gadget as required option.
3.1.13	Substitute Parts	The solution shall have functionality to list multiple substitute or equivalent parts in a part record and allow the substitute part to be selected and issued onto a work order.	Out-of-the-Box	Use defined part IDs for the same part with cross reference or part primary ID.
3.1.14	Notes	The solution shall allow users to enter notes on each part record and automatically stamp each entry with the date, time and user.	Out-of-the-Box	User comments and date time with User ID on every record insert whether issue or return or adjustment.
3.2	Vendor Management		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
3.2.1	Vendor Profile	The solution shall support creating and maintaining a profile for each part supplier including, but not limited to, the following: a) Vendor Name b) Vendor description (e.g. aftermarket parts) c) Vendor account number d) Primary contact person and after hours contact person e) Address f) Phone, email, fax g) Vendor web address	Out-of-the-Box	Vendor Primary screen with restrictions by location, vendor store number, warranty tasks, and unlimited attributes.
3.2.2	Vendor #	The solution shall allow the City to define the naming convention used in assigning vendor numbers. Note: The City uses the same vendor ID number in the fleet management solution used in the City's financial solution.	Out-of-the-Box	User defined Vendor ID alphanumeric 15 characters.
3.2.3	Vendor Reporting	The solution shall have functionality to generate a variety of reporting on vendors including, but not limited to, delivery timelines (from order to receipt), top vendors by number of orders, total dollars ordered, etc.	Out-of-the-Box	Vendor performance reports and blanket contract or exceptions
3.3	Part Supply Management		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>

ID	Requirement Name	Requirement Description	Requirement Compliance	Vendor Response
3.3.1	Stock Quantity Management	The solution shall have functionality to set the following for each stock inventory item: a) Maximum stock quantity b) Reorder quantity	Out-of-the-Box	Part Location setting for each part to have method for restocking as NONE, EOQ reorder point, or MIN-MAX.
3.3.2	Economic Order Quantity (EOQ) Calculation	The solution shall have continuous automated Economic Order Quantity (EOQ) functionality to calculate and automatically set the optimal stock quantity and reorder point for each stock part.	Out-of-the-Box	Option to run Calculate Replenishment levels and update by EOQ or MIN-MAX settings.
3.3.3	Economic Order Quantity (EOQ) Frequency	The solution shall allow the City to set the frequency the EOQ utility will run (e.g. quarterly) and shall also allow authorized users to run the utility on-demand, as necessary.	Out-of-the-Box	Calculate utility is restricted screen by user group.
3.3.4	Economic Order Quantity (EOQ) Calculation	Settings shall allow the EOQ to be run by selected storerooms or parts, if desired, as well as exclude specific parts from the utility.	Out-of-the-Box	Calculate utility is by location and options for part id range, Bin range, Product category, Keyword or ABC code.
3.3.5	Economic Order Quantity (EOQ) Calculation - Manual Override	The solution shall allow authorized users to manually override the solution-set stock and reorder quantities, if necessary.	Out-of-the-Box	Standard option to set manually and ignore Calculate utility.
3.3.6	Economic Order Quantity (EOQ) Calculation - Variance Reporting	The solution shall have functionality to generate reporting of any changes to the maximum stock or reorder levels made by the EOQ utility, detailing surpluses or shortages of each part so that management can adjust stock quantities accordingly.	Out-of-the-Box	Stockout reports and ABC code status will provide support in making decisions for stocking levels.
3.3.7	Part Issuance Reporting	The solution shall have functionality to generate inventory movement and issuance reporting on stock and non-stock parts for issuances that either exceed or fall below set thresholds (e.g. parts issued on more than 8 work orders in a 12-month period). Users shall have ability to filter reporting by: a. Storerooms (all or select) b. Part numbers (all or select) c. Period of time (e.g. 6, 12, 24 months) d. Quantity thresholds (e.g. 0 issuances, 1-4 issuances, >7 issuances) e. Stock or non-stock part	Out-of-the-Box	Reporting for Parts and Purchasing activity included to filter by any available user defined values or ranges.
3.3.8	Part Issuance Reporting - Thresholds	Settings shall allow issuance thresholds to be based on either: a) The number of work orders a part was issued, regardless of the total quantity issued. For example, if 16 mud flaps were issued on 8 different work orders, the issuance threshold should be based on the 8 work orders. b) The total quantity of the part issued, regardless of number of work orders.	Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
3.3.9	Part Issuance Reporting - KPI's	The solution shall have functionality to generate a variety of reports on inventory and parts issuances including, but not limited to: a) Inventory turnover b) Days in inventory c) Part fill rate (time from request to issuance) d) Stock and non-stock issuances	Out-of-the-Box	Multiple reports are standard included user defined AdHoc parts reports. See our Directory of Standard reports and AdHoc.
3.3.10	Bar Code Functionality	The solution shall have functionality to generate stock bin/shelf location barcodes for stock parts.	Out-of-the-Box	Bin label screen and Part label screen for generating labels in 1D or 2D images.
3.3.11	Part Issuance Reporting	The solution shall allow issuance reporting to be generated where only issuances that fall above or below a user-defined threshold, and in a user-defined time period, are included. Settings shall allow thresholds to be based on either: a) The number of work orders a part was issued, regardless of the total quantity issued. For example, if 16 mud flaps were issued on 8 different work orders, the issuance threshold should be based on the 8 work orders. b) The total quantity of the part issued, regardless of number of work orders.	With Configuration	It's inferred the requirement could be met through the creation of one or more custom reports. It's possible, based on to be determined additional scoping of the requirement, that this need might also warrant an enhancement request to the software. Factors to take into consideration include but are not limited to: would this process be performed for one part at a time, parts the meet certain classification/category/attributes, type of work orders, work orders at one more shop locations/departments, and work orders performed by one or more employees?
3.3.12	Part Replenishment	The solution part record shall have a field to indicate the supply source of the part for each storeroom. For example, storeroom 205 might replenish its NAPA air filter stock via a transfer from the City's main parts warehouse while storeroom 209 might order the part directly from supplier.	Out-of-the-Box	Replenishment settings to fill by default action from other location or transfer or PO Supplier.
3.3.13	Bulk Fluids	The solution shall have functionality to track and manage the inventory of bulk fluids (e.g. motor oil, antifreeze).	Out-of-the-Box	Bulk fluids supported with tank management. Option include wth Fluid Focus and Lincoln Lube systems.
3.3.14	Bulk Fluids	Bulk fluid inventory shall be managed at the tank level where each tank record includes, at a minimum: a) Tank ID # b) Name/Description (Police Service Center antifreeze tank) c) Location d) Pumps associated with the tank e) Tank capacity and reorder point f) Distribution unit (e.g. gallon, quart) g) Tank status (e.g. active, closed)	Out-of-the-Box	Full tank tracking and reporting and integration to Purchase order receipts directly recevied to Tank ID.
3.3.15	Bulk Fluids	The solution shall have functionality to track bulk fluid usage, by transaction, for each storage tank and shall automatically update the tank's current level, in real time, with each transaction. Data recorded with each transaction shall include, at a minimum: a. Fluid Type b. Date and time c. Units dispensed d. User ID e. Pump	Out-of-the-Box	Fuel and fluid ticket tracking fully supported and reports.
3.3.16	Bulk Fluids - Totalizer Readings	The solution shall have functionality to track totalizer readings for applicable pumps (e.g. fuel pumps).	Out-of-the-Box	Totalizer screen for value entry.

ID	Requirement Name	Requirement Description	Requirement Compliance	Vendor Response
3.3.17	Bulk Fluids - Stick Readings	The solution shall allow authorized users to record stick readings on a tank record at any time and shall automatically adjust the tank quantity to the reading. Recorded stick reading data shall, at a minimum, include: a) Tank b) Date c) Quantity read d) Variance/adjustment amount e) User ID	Out-of-the-Box	Tank Readings screen for tank adjustments via manual entry. Our FuelFocus system optionally integrates directly with Veeder-Root tank monintoring equipment.
3.3.18	Bulk Fluid - Stick Readings	The solution shall retain a history of all tank readings for a period to be defined by the City.	Out-of-the-Box	User defined setting for years to keep all tank readings.
3.3.19	Bulk Fluid Inventory Replenishment	The solution shall have functionality to generate reporting on tank levels approaching, or are at, their respective reorder points. Users shall have ability to filter reporting by fleet company (e.g. Police, Fire, Public Works), fluid type, vendor, distribution unit (e.g. gallon, quart). Reporting shall, at a minimum, include the current tank level, units to be ordered (to fill tank to capacity) and the vendor.	Out-of-the-Box	Reporting Fuel tank status can be scheduled. Notification included for email to real time status of tank at or below reorder levels.
3.3.20	Bulk Fluids - Transfers	The solution shall have functionality to track bulk fluid transfers from one tank to another and adjust levels of each tank accordingly.	Out-of-the-Box	Fuel/fluid transfer screen to move bulk amounts from tank to tank.
3.3.21	Bulk Fluids - Tank Inspections	The solution shall have functionality to schedule and track tank inspections and maintenance.	Out-of-the-Box	Suggest using our Components screen setup PM program for all Fuel site related repairs and specific tasks.
3.3.22	Bulk Fluids - Reporting	The solution shall have functionality to generate reporting on fluid usage transactions.	Out-of-the-Box	AdHoc and standard reporting of all fuel and fluid transcations.
3.4	Inventory Cycle Counting		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
3.4.1	ABC Classification	The solution shall have ABC inventory classification functionality capable of analyzing part issuances (both stock and non-stock) and categorizing each part as either A, B or C based on: a) how frequently the part turns over, and b) the percentage of total dollar value of a part's issuances relative to the total inventory value.	Out-of-the-Box	ABC coding supported per part id and populated by Calculate utility with user defined settings on frequency by Location ID.
3.4.2	ABC Classification	The solution shall allow the City to set the frequency the ABC utility will run (e.g. quarterly) and shall also allow authorized users to run the utility on-demand, as necessary.	Out-of-the-Box	User group access controlled for screen access and can be scheduled to run in batch process.
3.4.3	ABC Classification	The solution shall allow the ABC classification utility to be customized by the user, as desired, each time it's generated by specifying: a) Date range b) Storeroom(s) c) Type of inventory	Out-of-the-Box	User defined parameters for date range, Keywork, part range, bin range, classification and ABC code with wildcard support.
3.4.4	Inventory Cycle Counting	The solution shall have functionality to support the inventory cycle counting process for all stock parts including identifying parts to be counted, solution-prepared physical count assignments, count verification and electronic documentation of inventory adjustments.	Out-of-the-Box	Fully supported as a feature of core system functionality
3.4.5	Inventory Cycle Counting	The solution's administrative settings shall allow authorized users to set the frequency each part should be counted based on the assigned ABC classification. For example: A Parts - 4 times/year B Parts - Twice/year C Parts - Once/year	Out-of-the-Box	User setting by Location ID.
3.4.6	Inventory Cycle Counting	The solution shall be configurable to set the time period that each count cycle is to be conducted. E.g. Daily, weekly, monthly, quarterly, etc. Note: The City completes cycle counts quarterly.	Out-of-the-Box	User defined count cycle by ALL or quarterly or month value.
3.4.7	Inventory Cycle Counting	The solution shall be configurable to automatically prepare count assignments for designated counters based on the number of counters and which storerooms each counter is permitted to count. For example, a stock-keeper that works in storeroom 200 might be permitted to conduct counts in any storeroom except 200, or he may be permitted to count only for storerooms 201, 202 and 208. Note: City policy prohibits counters from completing cycle counts for their respective storerooms.	Out-of-the-Box	Inventory Count Management screen builds and assigns counts to employees to count without the need to shut down the area. Count groups track any related transactions during the Count process including issues, returns, adjustments and receipts.
3.4.8	Inventory Cycle Counting	The solution shall support completing cycle counts with a hand-held device including barcode scanning capabilities to record the part and bin location being counted.	Out-of-the-Box	Mobile Inventory count app provides the User's count by Bin ID and Part ID sort when they action Get My Counts feature.
3.4.9	Inventory Cycle Counting	The solution administrative settings shall support conducting blind cycle counts, if desired, whereby inventory quantity information would not be included on the count sheet.	Out-of-the-Box	No on hand quantity included with Mobile app or standard count sheets report.
3.4.10	Inventory Cycle Counting	The solution shall have configurable, automated workflow functionality to support managing the inventory cycle count process including routing specific tasks to individuals for actions and approvals.	Out-of-the-Box	Count Analysis shows count descrepencies and is retricted by Location and screen action to adjust, or resolve, or push back to Recount status for parts in question.
3.4.11	Inventory Cycle Counting	Count sheets shall be printable, and include, at a minimum, the part number, description and bin location.	Out-of-the-Box	Standard Bin sheets report.
3.4.12	Inventory Cycle Counting	The solution shall allow for count variances to be reconciled before an adjustment to the inventory quantity is completed.	Out-of-the-Box	Count Analysis shows count descrepencies and is retricted by Location and screen action to adjust, or resolve, or push back to Recount status for parts in question.

ID	Requirement Name	Requirement Description	Requirement Compliance	Vendor Response
3.4.13	Inventory Adjustments - Approvals	The solution shall have functionality to support the use of electronic approvals for inventory adjustments with the required approvals configurable based on the dollar amount of the adjustment.	Future Release	It is inferred that an enhancement would be necessary to meet this requirement, but additionally more communication is required to accurately scope the feature. For example it is understood that the dollar amount is one threshold for approval but is this dollar amount the same for both positive/negative adjustments, do the rules vary at each inventory location, and are certain users exempt from the approval? These and other parameters should be discussed in more detail before pricing can be accurately provided.
3.4.14	Inventory Adjustments - Approvals	The solution shall have functionality to automatically date stamp electronic approvals.	Out-of-the-Box	All adjustments are date/time and user ID stamped
3.4.15	Record Retention	The solution shall retain a record of all data associated with each cycle count, for a period of time to be defined by the City, including the date, part, assigned counter, inventory quantity and value, quantity counted, variance (if any) and adjustments and corresponding approvals. Note: Cycle count documents are retained for three years. Hard copies are kept on file as the current FASTER system doesn't maintain sufficient data to comply with record retention and audit requirements.	Out-of-the-Box	Inventory Count Management screen builds and assigns counts to employees to count without the need to shut down the area. Count groups track any related transactions during the Count process including issues, returns, adjustments and receipts. Records of completed counts are never deleted unless user defined archive age is configured.
3.4.16	Reporting	The solution shall have functionality to generate a variety of inventory accuracy reports derived from cycle count data.	Out-of-the-Box	This report is designed to be a performance measure for the parts personnel by measuring the accuracy of parts transactions entered into the system. It compares the current quantity on-hand to the counts entered into the Parts - Inventory Counts Management screen. Summaries for the location show the inventory totals, total discrepancy, and discrepancy percentage for distinct parts count, total quantity on hand, and value on hand.
3.5	Purchase Order Management		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
3.5.1	PO's /BPO's	The solution shall have functionality to maintain a list of Purchase Orders (PO's) and Blanket Purchase Orders (BPO's) for each vendor including approved amount, balance, effective dates, etc., and provide a way for authorized users to easily remove, deactivate or hide PO's and BPO's that are no longer used. See Section 5.4 – Integration Requirements.	Out-of-the-Box	Vendor Contracts for blanket purchse orders and part prices provided, expiration dates and percent to notify on dollar spent to date.
3.5.2	Blanket Purchase Orders ("BPOs")	The solution shall allow authorized users to generate reporting – in summary and detail formats – on BPO's, including the budgeted amount, available balance, effective dates, vendor, purchase transactions, etc.	Out-of-the-Box	Vendor Contract compliance and exception reports provided.
3.6	Parts Reporting & Dashboard		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
3.6.1	Issuance and Ratio Reporting	The solution shall have a custom dashboard module capable of tracking a variety of inventory management and part vendor information including but not limited to: a) Inventory management KPI's (e.g. inventory turnover, days in inventory) b) Cycle counting progress c) Top vendors by orders, inventory value, order lead time, etc. d) Part fill rates e) ABC statistics	Out-of-the-Box	Unlimited Parts dashboards with gauges or graph representation.

ID	Requirement Name	Requirement Description	Requirement Compliance	Vendor Response
4	**Billing, Motor Pool, Vehicle Replacement**		**Out-of-the-Box**	**<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>**
4.1	Billing		Out-of-the-Box	FleetFocus Billing Module
4.1.1	Billing	The solution shall have functionality to bill customer agencies for costs related to vehicle service and repairs, fuel, and motor pool.	Out-of-the-Box	Billing rules and billing periods.
4.1.2	Billing	The solution shall allow billing to be generated by charge type and customer agency/department. For example, all non-general fund agencies are billed for fuel and a subset of those are also billed for vehicle service and repairs.	Out-of-the-Box	Billing rules and billing periods.
4.1.3	Billing	The solution shall allow the City to set the desired billing cycle (e.g. weekly, monthly) by customer agency/department and/or charge type (e.g. fuel, maintenance and repairs).	Out-of-the-Box	Billing rules and billing periods.
4.1.4	Billing	The solution shall allow specific charges to be billed at cost or with a markup. For example, fuel is charged with a $0.15/gallon markup where vehicle service and repairs are billed at cost.	Out-of-the-Box	Markups are by type and systemwide, location and department ID.
4.1.5	Billing	For motor pool rentals, the solution shall have capability to calculate total charges based on time and mileage conditions such as: - Rental < 4 hours = $12 flat rate - Rental > 4hours = $24 flat rate - < 50 miles traveled = No mileage charge - > 50 miles traveled = .485 cents/mile - All miles traveled for van rental = .823 cents/mile For example, if a vehicle was out for 6 hours and the distance traveled was 55 miles, charges would total $26.43 ($24 + [.485*5] = $26.43)	Out-of-the-Box	Pool vehicle rates support min and max per day and free miles settings per transaction.
4.1.6	Billing	The solution shall support invoice batch processing.	Out-of-the-Box	Batch processing option plus any returned reservation can trigger a reservation receipt via email.
4.1.7	Billing	The solution shall allow for invoice detail and balances to be transferred into the City's financial system (WorkDay) where A/R and payment posting will be managed.	With Custom Programming	Invoice processing to Workday covered in our integrations.
4.1.8	Billing	The solution shall provide the capability to import and attach electronic files in a variety of formats (e.g. pdf, Word, Excel, jpeg) to an individual invoice.	Out-of-the-Box	Unlimited files uploaded.
4.2	Motor Pool Management		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
4.2.1	Car Pool Management	The solution shall have a motor pool management module that supports driver registry, reservations, vehicle check-out/check-in and utilization reporting.	Out-of-the-Box	Reservation module support options included driver registration and can be its own stand alone portal web page url.
4.2.2	Driver Registration	The solution must have functionality for drivers to register for motor pool privileges online via a customer self-service portal or submission of a custom, online form.	Out-of-the-Box	Customer Access can add drivers for their department, or driver can register online or use our live forms to submit for approval.
4.2.3	Driver Profile	The solution shall have functionality to collect and maintain the following driver registration information including but not limited to: a) Driver name and ID number b) Driver contact information c) Driver department and corresponding accounting numbers d) Driver's license number, state, expiration date e) Required training courses including description, expiration date and status f) Comments/notes	Out-of-the-Box	All driver/operator details are either managed by Department rep or central fleet group or both. Includes training course, expirations, endorsements and restrictions tracking.
4.2.4	Driver Traffic Citations	The solution shall have the ability to track traffic and parking citations in a driver's profile.	Out-of-the-Box	Any number of violations, uploaded files and special fee charges supported. Accidents link to Driver IDs.
4.2.5	Driver Registration	The solution shall have functionality to flag driver profiles or alert drivers when Motor Pool requirements are approaching expiration or have expired.	Cannot Meet	This requirement is to be met through a custom programming solution that covered within section 4.2.10.
4.2.6	Motor Fleet	The solution shall have scheduling functionality to manage reservations and motor pool vehicle availability.	Out-of-the-Box	Motor pool module contains all logic to manage availability and status CONFIRMED, COMMITTED, NO-SHOW, CANCELLED, APPROVAL REQUIRED, DISPATCHED, RETURNED, STANDBY, LATE, AND REFUSED.
4.2.7	Online Reservations	Registered drivers shall have access to view the Motor Center schedule and have ability to submit an online reservation request 24 hours/day, 7 days/week.	Out-of-the-Box	24X7 access to the Reservation portal.
4.2.8	Online Reservations	The solution shall support collecting the following data with each request: a) Driver information b) Requested leave date and time c) Anticipated return time d) Estimated distance	Out-of-the-Box	Support for additional required details including Destination, Account charge, Additional operators and Rideshare OK. Estimated distance may be recorded by repurposing/configuring an existing field.
4.2.9	Online Reservations	The solution shall automatically date and time stamp each reservation request.	Out-of-the-Box	Automatic date and time stamped reservations.
4.2.10	Online Reservations	When submitting a reservation request, the solution shall have ability to alert the requestor if any driver requirements have expired (e.g. driver's license, Defensive Driving class) and prohibit the user from completing the reservation.	With Custom Programming	Out of Box the solution validates driver license expiration data and prevents reservations if the expiration date has been met. This functionality will be applied to customer defined trainings and certificates that have defined expiration dates.
4.2.11	Vehicle Availability	The scheduling module shall have functionality to display a list of vehicles available on the requested leave date and time. Authorized users shall be able to easily select an available vehicle from the list and assign to a reservation.	Out-of-the-Box	Driver selects their preferred pool type available or another type available and can see those type not currently available.
4.2.12	Reservation Confirmation	The solution shall have the ability to automatically submit a reservation confirmation to the requestor.	Out-of-the-Box	Email confirmation standard process.
4.2.13	Cancelation	The solution shall be configurable to allow the requestor to cancel a confirmed reservation online and automatically: a) Submit a cancellation confirmation to the requestor. b) Place the assigned vehicle back into an available status.	Out-of-the-Box	Cancellation online standard process and confirming email sent to driver.
4.2.14	Reservation Roster	The solution shall have functionality to generate a roster of reservations by date and shift. The roster shall be customizable to include desired reservation details including but not limited to: a) Driver name b) Leave time c) Assigned vehicle d) Fuel level e) Start odometer reading f) Driver signature line	Out-of-the-Box	Reservation report for next day will be scheduled to email as pdf to user that needs to provide dispatch signouts. Note, electronic driver signatures are not recorded when creating motor pool reservation all other listed data points are recorded.
4.2.15	Check in and out	The solution shall have functionality to record the actual leave time (as it may be different from the requested leave time) and the fuel level and odometer reading when the vehicle is returned.	Out-of-the-Box	Dispach and return are defaulted to current time but can be adjusted if needed and same for return with entry for current fuel level.

ID	Requirement Name	Requirement Description	Requirement Compliance	Vendor Response
4.2.16	Driver Comments	The solution shall allow motor pool users the ability to add comments regarding operational issues with a vehicle. E.g. Engine light came on while driving, low tire, cracked windshield, etc.	Out-of-the-Box	Enter comments on return or add to notes.
4.2.17	Charges	The solution shall have functionality to calculate rental charges based on time increments (e.g. day, hour, quarter hour), mileage or both. Refer to Billing Requirement 4.1.5.	Out-of-the-Box	Support for daily, minimum, partial to full, hourly, weekly, monthly, no-show, cancelled, one-way, full day in calendar (can ignore weekends).
4.2.18	Rental Disposition	The solution shall allow the assignment of a final disposition or status – definable by the City – to each motor pool reservation. E.g. Complete, Cancelled, No Show	Out-of-the-Box	Status defind by system and logic used by system with additional Notifications when reservation is LATE to email driver.
4.2.19	Data Retention	The solution shall retain a complete history of all reservations and completed rentals for a period of time defined by the City.	Out-of-the-Box	Reservations retained forever, or time or archived.
4.3	Replacement Planning and Disposal		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
4.3.1	Replacement Planning	The solution shall have replacement calculator functionality where the system calculates a replacement score based on a combination of factors such as: a) Utilization b) Asset age or time in service c) Reliability (repair and downtime history) d) Cumulative maintenance and repair costs (including parts and labor)	Out-of-the-Box	Performance Analysis portal provides 13 weighted factors including Condition rating code values.
4.3.2	Replacement Planning	The solution shall allow authorized users to set and modify the solution's various replacement factors, as needed, throughout the life of the vehicle, such as mileage, age, inflation rate, etc.	Out-of-the-Box	Performance Analysis portal provides 13 weighted factors including Condition rating code values. Inflaction factor user defined the cost model ID.
4.3.3	LTD Costs	The solution shall have functionality to track cumulative life to date costs over the life of the vehicle including: a) Service and repairs (parts and direct labor) b) Fuel Service and repair costs should include any outsourced repairs and should be net of any repairs or parts covered under warranty and provided at no charge.	Out-of-the-Box	LTD costs stored online for view on Historical Costs screen with category summaries.
4.3.4	Replacement Planning	The solution shall allow users to enter additional conditional factors - defined by the City - and assign a score or weight to be incorporated into the replacement analysis. For example, if a vehicle has extensive damage or wear to the interior of the vehicle.	Out-of-the-Box	User defined condition ratings with weighted values to apply.
4.3.5	Replacement Planning	The solution shall have functionality to automatically forecast the life expectancy of the asset, on an ongoing basis, in terms of the set conditional factors (see Requirement 4.3.1) throughout the life of vehicle.	With Configuration	This functionality can be derived from a manual process using the out of box Replacement Analysis module, or in an automated fashion utilizing a to be development custom report. A more comprehensive approach may be to consider AssetWorks' Capital Asset Management (CAM) solution, a holistic asset life-cycle-based management system, designed to help asset managers find ways to minimize capital expenditures and operating expenses by maximizing the useful life of an asset. With CAM, organizations can reduce the cost of ownership and operation of their assets, improve operational efficiency and achieve sustainability goals. This module is typically not licensed until after a customer has been live for several years as it utilizes accrued system data to perform/calculate such analytics.
4.3.6	Disposal	The solution shall have functionality to track disposal data (below) and calculate net disposal proceeds: a) Out of service date b) Disposal method (e.g. auction, scrap, etc.) c) Sale proceeds d) Disposal costs e) Disposal date	Out-of-the-Box	Replacement/Disposition screen tracks proceeds and commissions paid for equipment units. Buyer and other user defined details supported.
4.3.7	Disposal	Upon disposal, the solution shall allow authorized users to place the vehicle record in an inactive or retired status and be retained for a period of time determined by the City.	Out-of-the-Box	User group restricted and no time limit on retention of vehicle primary record when inactive status.
4.3.8	Replacement/ Disposal Automated Workflow	The system shall have configurable, automated workflow functionality to support managing the vehicle replacement process including replacement identification, specification, budgeting, purchasing, disposal, etc., including routing specific tasks to individuals for actions and approvals.	Out-of-the-Box	Equipment Planning and Acquisition module supports Replacement requests to Requistion ordering workflow interacting with key department users and approval levels.

ID	Requirement Name	Requirement Description	Requirement Compliance	Vendor Response
5	**Standard Features and Capabilities**		**Out-of-the-Box**	**<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>**
5.1	Business Intelligence and Reporting		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
5.1.1	Reporting	The solution shall have robust report generating capabilities where a variety of ad-hoc reports can be defined using a wide range of criteria selected by the user (e.g. date range, specific data variables) and shall users to generate such reporting without requiring vendor assistance or the use of a non-integrated reporting application (such as Crystal Reports). Refer to Functional Requirements Sections 1-4 for specific reporting requirements: 2.2.25, 2.3.5, 2.6.9 - 10, 5.2.3, 3.3.6 - 9, 3.3.11, 3.3.22	Out-of-the-Box	AdHoc portal provides unlimited range of filters and grouping by using a query wizard workflow toolset. Any summary report can be saved into the KPI folder for use of building Dashboard module.
5.1.2	Reporting	The solution shall offer reporting functionality in both tabular and graphical formats (e.g. charts, graphs).	Out-of-the-Box	Support for mulitple charts and gauges in Adhoc headers or footers as user defined on reports.
5.1.3	Reporting	User access to run system reports shall be permission based.	Out-of-the-Box	User group for Reporting must allow Execute action or report is not viewable.
5.1.4	Reporting	The solution shall allow users to export reports into other formats such as Excel, text and pdf.	Out-of-the-Box	Export to PDF, CSV, Excel, Word, Workbook, XML and email attachment.
5.1.5	Reporting	The solution shall allow users to preview and print reports.	Out-of-the-Box	Preview always provided unless enbedded report is set to pdf for user role.
5.1.6	Reporting	The solution shall allow users to save reports to both local and network drives.	Out-of-the-Box	Supported.
5.1.7	Dashboards	The solution shall have customizable dashboard functionality to graphically display a variety of data sets including but not limited to KPI's, approaching/past due PM services, service/repair status, downtime, etc. Refer to Functional Requirements Sections 1-4 for specific dashboard requirements: 2.1.3, 2.1.14, 3.6.1	Out-of-the-Box	Dashboard module unlimited dashboards and restrictions by user groups.
5.1.8	Dashboards	The solution's dashboard functionality shall allow users to drill down on displayed data.	Out-of-the-Box	User defined drill down url on Gauges.
5.1.9	Dashboards	The solution's dashboard functionality shall allow users to select different data sets and views.	Out-of-the-Box	User pick from Add tool for list of available gauges or graphs.
5.1.10	Self-Service Portal	The solution shall include a self-service module where customer agencies can request service and view dashboard data such as vehicle PM schedules, etc. Refer to Maintenance and Repairs Requirements: 2.1.10 - 14.	Out-of-the-Box	Service Request portal is self service requests and integrated with Customer Access portals.
5.2	Automated Workflow		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
5.2.1	Automated Workflow	The solution shall have automated workflow functionality where work items can be created and the required sequence of steps, actions and the responsible individual/role/group, are configurable based on the City's business rules.	Out-of-the-Box	Workflows provided for multiple functions and can be expanded upon. Included are: Assignment Request Bid Quote Proposals- Requests Bid Quote Proposals- Responses Change Requests Multi-Asset Work Order Purchase Order Requisitions Work Order- Approval Work Order- Planning
5.2.2	Automated Workflow	The solution's workflow functionality shall include the use of automated notifications and alerts when actions are required.	Out-of-the-Box	Workflows work with Notifications module to send emails and links to next action.
5.2.3	Automated Workflow	The system shall support the use of electronic approvals and automatically date and time stamp all approvals.	Out-of-the-Box	User ID with Date/time stamps recorded with all submits and saves in system.
5.2.4	Automated Workflow	The solution shall allow authorized users visibility to the status of workflow items.	Out-of-the-Box	Status restricted Administrator roles.
5.3	Data Conversion and Migration		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
5.3.1	Data Conversion	The vendor of the replacement solution shall migrate all records, documents and images that reside in the City's existing FASTER system into the new solution. The current data load is approximately 440 MB which consists of roughly 4,000 active and 800+ retired asset records, graphic images and attachments, and parts inventory data. The data is stored on a SQL server.	Out-of-the-Box	Included with scope of work based on past projects moving Faster to Fleetfocus.
5.4	General Usability		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
5.4.1	Responsive Design	The solution shall have a fully responsive user interface design for use on a variety of devices including: a) Desktop b) Laptop c) Tablet d) Phone	Out-of-the-Box	A variety of apps are provied and AssetWorks continue to improve the User Experience with cohesive design and presentation for Phone, tablet, laptops and desktops.
5.4.2	Cross Browser Compatibility	The solution shall be fully functional with the current versions of all major web browsers including Chrome, Firefox and the following versions of Internet Explorer: Edge, 11 and 10.	Out-of-the-Box	See our compatibilty document
5.4.3	Screen Size	The solution shall have adjustable screens where users can maximize and resize screens as desired.	Out-of-the-Box	Pinch and zoom work with touch screen devices.
5.4.4	Non-Modal Windows	The solutions shall have non-modal windows to allow users to work with multiple windows in the same application simultaneously. For example, a user should be able to open work orders and the vehicle record at the same time.	Out-of-the-Box	Unlimited windows open with support for the same window screen name and can switch from screen to screen.
5.4.5	Multiple Sessions	The solution shall allow users to launch multiple sessions of the same module simultaneously. For example, a mechanic supervisor might want to look at work orders for two different vehicles and toggle between the two.	Out-of-the-Box	Fully supported.
5.5	Integrations		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
5.5.1	WorkDay	Refer to Section 5 of the RFP Questions attachment.	Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
5.5.2	FuelForce	Refer to Section 5 of the RFP Questions attachment.	Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
5.6	Administrative Functions		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>

ID	Requirement Name	Requirement Description	Requirement Compliance	Vendor Response
5.6.1	Administrative Functions	City personnel assigned as System Administrators shall have full access to functions including: 1. Grant/manage user access 2. Add or delete data field code lists 3. Add, delete or modify user roles 4. Manage or modify role-based permissions 5. Create, modify or delete agenda templates for a variety meeting types 6. Other configuration modifications	Out-of-the-Box	Administrators are a user group flag to belong and can edit and change configuration on all portals and access our Integration Designer to enable or disable integrations services.
5.6.2	Administrative Functions	The solution shall allow authorized users to manage staff profiles including add/remove/deactivate and assigning role/department hierarchies.	Out-of-the-Box	User group profiles control access to Screen, fields, Locations, Departments and reports. Administrators control access to all modules.
5.7	Training		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
5.7.1	Training	The vendor shall be responsible for administering in-person and interactive training sessions that will cover the essential concepts and standard navigation of the software and functions relevant to the City's fleet and parts inventory management processes (and any special configurations completed to meet the City's needs). The vendor-provided trainers shall have mastery level knowledge of the system as a whole and each of the functional units within the system.	Out-of-the-Box	Our statement of work covers on site and off site training services.
5.7.2	Training	The vendor shall also responsible for developing all training materials including user manuals and quick reference guides for use by the City.	Out-of-the-Box	All training material supported. Standard operating procedures are not part of this item.
5.7.3	Training	The vendor shall also be responsible for providing a complete training schedule, syllabus and expected outcomes and shall be agreed upon by the City in advance.	Out-of-the-Box	Our statement of work includes services to build the training schedule and agendas with clear outcomes of those modules needing implementation.

ID	Requirement Name	Requirement Description	Requirement Compliance	Vendor Response
6	**Non-Functional Requirements**		**Out-of-the-Box**	**<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>**
6.1	Software (System, Application, DB, Tools)	The proposed solution is a fully web-based application compatible with Oracle or MS SQL databases. Specific versions and compatibility are found in the Product Compatibility document	Out-of-the-Box	Please see the document FleetFocus System Compatibility for specific details on versions.
6.1.1	Cloud Solution	The solution shall be cloud based and hosted by the vendor and must meet the requirements as outlined in the Cloud Services RFP Technical Requirements (See Attachment).	Out-of-the-Box	AssetWorks offers a fully hosted, secure environment for our customers in our Data Center located in Wayne, PA. The AssetWorks Data Center is SSAE16 SOC2 certified/ISO27001 compliant and has been granted an 'ATO' (Authorized to Operate') by the Department of Justice under NIST800-53 as a facility housing CUI ('Controlled Unclassified Information'). AssetWorks is primarily compliant with the Cloud Services Technical Requirements as included with this RFP
6.1.2	Dependency Components	Any component of the solution that requires deployment to the City's infrastructure (e.g. desktops, mobile devices, etc.) shall function in accordance with the City's Enterprise Architecture Technology Standards (see Attachment).	Out-of-the-Box	FleetFocus is a fully web based solution requiring only internet access using one of the comptable browers.
6.1.3	Load Balancer	The proposed solution shall have a demonstrated ability to integrate with the City's F5 load balancer.	Out-of-the-Box	To our knowledge, FleetFocus has not experienced any compatibility issues with Load Balancers
6.1.4	SSL Support	The proposed solution shall have a demonstrated ability to support SSL (Secure Sockets Layer) standards.	Out-of-the-Box	FleetFocus supports: CA Siteminder, CAS, Azure AD, ADFS, Shibboleth, Active Directory through IIS authentication
6.1.5	Identity Management	The proposed solution shall have a demonstrated ability to integrate with: a) The City's federated identity model (SAML 2.0) b) The City's identity management services (including Oracle OAM and OIM services) c) The City's Active Directory	With Configuration	Federated Identity model (SAML 2.) is supported out of box through ADSF, which would be categories as an "Out of Box" answer. Active Directory integration is supported through a proposed MAXQueue effort in which the Required Compliance response would be considered "With Configuration". However, it may be possible integration with OAM and OIM services would require some effort by development in which case would qualify the response as "With Custom Programming" (also proposed as an optional integration – see pricing spreadsheet) in both of the last two scenarios AssetWorks has performed 100s of integrations and custom development efforts to perform and provide similar requests for customers.
6.1.6	Domains	The solution shall utilize both the GOV and SFTY domains for application authentication. Note: Public Works and FLO are on GOV and Fire and Police are on SFTY.	Out-of-the-Box	AssetWorks does not block access to our web portal on the intranet to domains. Access to the system through the City/County's GOV and SFTY domains would be predicated upon the configuration of the City/County's firewall rules.
6.2	Availability		Out-of-the-Box	See explanation 6.2.1
6.2.1	High Availability	The proposed solution shall have a demonstrated ability to operate in a high availability (HA) environment (99.9% which equals 8 hours, 45 minutes of total annual downtime. Refer to inserted comment for more detail on HA.	Out-of-the-Box	As the City is aware, the perforemance of any application is highly dependent on the network on which it resides. In our Data Center, the FleetFocus application enjoys a 99.9% uptime.
6.3	Scalability		Out-of-the-Box	AssetWorks FleetFocus is in use at customers with a wide range of assets and users including Hertz with over 450,000 assets
6.3.1	Simultaneous Users	There shall be no limits on simultaneous, active users. The City estimates there will be up to 300 system users.	Out-of-the-Box	AssetWorks FleetFocus currently has customers with over one thousand users with no degredation in performance
6.4	Storage		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
6.4.1	Storage	The City will require storage to accommodate a current data load of roughly 440 MB and the vendor must meet the City's Cloud Services RFP Technical Requirements (See Attachment).	Out-of-the-Box	440 MB of anticipated data and/or file attachments in to AssetWorks is not an issue. Unlimited storage of files, pictures and document uploads or scanned files is supported.
6.5	Service Assurance		Out-of-the-Box	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.)>
6.5.1	24x7 Service Assurance	The City's Technology Services department will escalate any service issues, as needed, to the Vendor who shall be responsible for ensuring 24x7 application operability.	Out-of-the-Box	The AssetWorks Support Center is open Monday thru Friday from 5am to 5pm PT with 24/7 emergency pager service
6.6	Security		Out-of-the-Box	
6.6.1	User Permissions	Permissions to access and view specific features shall be role based.	Out-of-the-Box	FleetFocus utilizes role based security and is extensively configurable from a global setting down to an individual field.
6.6.2	Audit Trail	The solution shall provide a record of which users have accessed the system and what operations were performed during a given period of time as determined the City's stakeholders.	Out-of-the-Box	FleetFocus provides a complete audit trail of every database action. Transactions typically carry the following information: • Date and Time • Effective Date • User ID • Screen • Key Values (facilitating searches/filters) • Action performed (insert, update, delete) • Before and after raw transaction data Additionally, meta data statisitcs are provided i.e. type and version of browsers used, IP addresses, screens accssed, etc.
6.6.3	General Security Standards	For vendor hosted solutions the vendor shall meet the City's security standards as outlined in the City's Cloud Services RFP Technical Requirements (See Attachment).	Out-of-the-Box	The AssetWorks Data Center is SSAE16 SOC2 certified/ISO27001 compliant and has been granted an 'ATO' (Authorized to Operate') by the Department of Justice under NIST800-53 as a facility housing CUI ('Controlled Unclassified Information'). AssetWorks is primarily compliant with the Cloud Services Technical Requirements as included with this RFP