<table>
<tr><td>WHATCOM COUNTY CONTRACT
INFORMATION SHEET</td><td>Whatcom County Contract No.
202409055</td></tr>
</table>

Originating Department:	Whatcom County Public Works
Division/Program: *(i.e. Dept. Division and Program)*	9090/909050 (Equipment Services/Stores
Contract or Grant Administrator:	Brett Piepel - Assistant Superintendent Equipment Services
Contractor's / Agency Name:	AssetWorks Inc.

Is this a New Contract?   If not, is this an Amendment or Renewal to an Existing Contract?   Yes ○   No ◉
Yes ◉   No ○   If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes ◉   No ○   If No, include WCC: _____
Already approved? Council Approved Date: _____   (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
Yes ○   No ◉   If yes, grantor agency contract number(s): _____   CFDA#: _____

Is this contract grant funded?
Yes ○   No ◉   If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process?   Contract
Yes ○   No ◉   If yes, RFP and Bid number(s): _____   Cost Center: 501100.7420

Is this agreement excluded from E-Verify? No ○   Yes ◉   If no, include Attachment D Contractor Declaration form.
If YES, indicate exclusion(s) below:
- ☑ Professional services agreement for certified/licensed professional. ☐ Goods and services provided due to an emergency
- ☐ Contract work is for less than $100,000.   ☐ Contract for Commercial off the shelf items (COTS).
- ☐ Contract work is for less than 120 days.   ☐ Work related subcontract less than $25,000.
- ☐ Interlocal Agreement (between Governments).   ☐ Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments): $ 197,345.78 This Amendment Amount: $ _____ Total Amended Amount: $ 197,345.78	Council approval required for; all property leases, contracts or bid awards **exceeding $40,000**, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:** 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	

AssetWorks Inc. is to provide professional services for the implementation of the new ER&R asset management system.

Term of Contract: 24 months	Expiration Date: November 30, 2026

Contract Routing:
1. Prepared by:	Brett Piepel	Date:	8/28/24
2. Attorney signoff:	Kellen Kooistra - Via E-Mail	Date:	8/30/24
3. AS Finance reviewed:	R. Rydel ok via E-Mail	Date:	11/6/24
4. IT reviewed (if IT related):	P. Rice OK via E-Mail	Date:	8/28/24
5. Contractor signed:	J. Hammond	Date:	10/23/2024
6. Executive contract review:		Date:	
7. Council approved, if necessary:	AB2024-773	Date:	11/19/2024
8. Executive signed:		Date:	
9. Original to Council:		Date:	

Last edited 06/23/2023

CONTRACT FOR SERVICES
Between Whatcom County and AssetWorks Inc.

  AssetWorks Inc.   , hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County,** agree and contract as set forth in this Agreement, including:

General Conditions, pp. 1 to 12 ,
Exhibit A (Scope of Work), pp. 13 to 55 ,
Exhibit B (Compensation), pp. 56 to 58 ,
GSA Contract #: GS-35F-317GA available at:
https://www.gsaelibrary.gsa.gov/ElibMain/home.dohttp:/www.gsaelibrary.%20gsa.gov/ElibMain/contractorInfo.do?contractNumber=GS-35F-317GA&contractorName=ASSETWORKS+INC&executeQuery=YES

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of   December , 2024, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of   November , 2026.

The general purpose or objective of this Agreement is to: provide professional services for the implementation of the new ER&R asset management system and subscription-term license as more fully and definitively described in Exhibit A and B hereto. The language of Exhibit A and B controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed
$ 197,345.78 . The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20 ____ .

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

CONTRACTOR:

AssetWorks Inc.

_____
Greg Richards, General Manager   Date

CONTRACTOR INFORMATION:

AssetWorks Inc.
Greg Richards, General Manager

Address:
1001 Old Cassatt Road, Suite 204
Berwyn, PA 19312

Mailing Address:
1001 Old Cassatt Road, Suite 204
Berwyn, PA 19312

Contact Name: Jim Hammond
Contact Phone: 303-808-5399
Contact Email: Greg.richards@assetworks.com
24-Hour Phone: 303-808-5399

WHATCOM COUNTY:
Recommended for Approval:

_____
Elizabeth Kosa, Public Works Director　　　Date
Approved as to form:

_____
Christopher Quinn, Chief Civil Deputy Prosecuting Attorney　　　Date
Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

Series 00-09: Provisions Related to Scope and Nature of Services

0.1   Scope of Services:
        The Contractor agrees to provide to the County services (i.e. implementation services and subscription for FleetFocus M5 SaaS) and any materials as set forth in the project narrative identified as Exhibit "A" and the Order Form identified as Exhibit "B", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

        Scope of Services for FleetFocus M5 SaaS is detailed at the end of Exhibit "A".

0.2   SaaS Subscription:
        Subject to the terms and conditions of this Agreement including the payment of fees, AssetWorks will provide Customer with subscription-based access to Contractor's FleetFocus M5 as detailed on the Order and Documentation during the prepaid annual term through an access-restricted website or designated IP address hosted via a third-party data center ("SaaS" or "Service") for Customer's internal business purposes provided Customer complies with the applicable limitations on use set forth in section 0.3.

0.3   Ownership Restrictions & Utilization Limitations:
        Restrictions; Limitations. To the extent permitted by law and unless Parties agree otherwise, Section 1 (SaaS Subscription) and Section 2 (Software License) are conditioned on the following limitations and restrictions. Customer shall not (indirectly or directly) attempt, permit, nor encourage any third party to: (a) copy, modify, enhance, translate, change data structures, create derivative works from, distribute, publicly display or perform, sublicense, transfer, sell, rent, lease, or assign the Software or Documentation or otherwise encumber the Service; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive or modify the Software or Source Code, underlying data structure, ideas, know-how, algorithms, or other trade secrets relevant to the Service; (c) engage in any activities that interfere or disrupt any computer, software, network, or other device used to provide the Service or otherwise impacting the Service or data contained therein; (d) gain unauthorized access; (e) remove any proprietary notices, labels, or markings from the Software or Documentation; (f) use the Software or Service by more than one (1) business entity, in processing work for third parties, or for any purpose other than its internal business purposes, which does not include use by any parent, subsidiary, or affiliate of Customer nor any third party other than Customer's Users; (g) use the Service in a manner that violates laws or rights of others such as by inputting Excluded Data into the Service; (h) use the Software or Service as part of a fail-safe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems, munitions, or weapons; (i) perform bench mark or pen tests without prior consent; (j) use the Software or Service to compete with AssetWorks; (k) engage in web- or data scraping on or related to the Service, including without limitation collection of information through bot, web crawler, or any software that simulates human activity; and (l) use the Service and/or Software in excess of the licensed quantity or tier (e.g. Active Equipment Unit, Concurrent License, Enterprise License, etc.).

        Ownership. Customer will not obtain any ownership rights, title, or interest to the Software or Services nor to any improvements, enhancements, derivatives, or modifications thereto. Any software, systems, methods, inventions, technology, and any intellectual property rights ("IPR") developed or otherwise arising during this Agreement shall remain exclusively owned by AssetWorks and/or its licensors. Notwithstanding anything to the contrary, AssetWorks shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data), and AssetWorks will be free (during and after the term hereof) to: (a) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other AssetWorks offerings, and (b) disclose such data solely in aggregate or other de-identified form in connection with its business.

        No rights or licenses are granted except as expressly set forth herein.

Series 10-19: Provisions Related to Term and Termination

10.1   Term:
        Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be

extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

Service Suspension for Nonpayment. Without limiting AssetWorks' other rights and remedies, AssetWorks may suspend or terminate access to the Service: (a) if Customer's account becomes delinquent and is not cured within ten (10) days of notice of nonpayment of undisputed fees; or (b) if AssetWorks reasonably concludes that Customer's actions are not consistent with the requirements of this Agreement or may subject AssetWorks or a third party to potential liability.

10.2   Extension:
The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1   Termination for Default:
If the Contractor defaults by: (a) failing to perform any of the material obligations of the contract following detailed written notice to cure (specifying in detail the requested manner of cure) and reasonable opportunity to cure of no less than thirty (30) days, (b) becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by U.S. mail, certified return receipt requested (or reputable overnight courier e.g. FedEx), terminate the contract. Termination for default shall be effective upon Contractor's receipt of written notice, or within three (3) days of the mailing of the notice, whichever occurs first following no less than thirty (30) days opportunity to cure. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract for work not yet fully performed.

11.2   Termination for Reduction in Funding:
In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any material way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3   Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County.

11.4   Payment upon Termination
In the event the Agreement is terminated during implementation prior to go-live, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work and reasonable costs incurred up to the effective date of such termination however terminated. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County in good faith at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1   <u>Accounting and Payment for Contractor Services:</u>
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B." (GSA expense rate).

Customer agrees to pay the fees detailed in Exhibit "B" within thirty (30) days of invoice date as follows:
Professional Services Fees, including one-time implementation or set-up fees identified on the Order Form, shall be billed either on a fixed-fee basis upon achievement of milestones pursuant to a mutually agreed project plan, on a time-and-materials basis monthly in arrears, or on a hybrid-fixed-T&M basis, in each case as detailed on the Order Form;
Service subscription fees for Maintenance/Support, Hosting, SaaS, and other recurring services are due and payable upon the Effective Date and annually in advance thereafter absent 90-days' written notice.

21.1   <u>Taxes:</u>
The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1   <u>Withholding Payment:</u>

23.1   <u>Labor Standards:</u>
The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1   <u>Independent Contractor:</u>

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

30.2   Assignment and Subcontracting:
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3   No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1   Ownership of Items Produced and Public Records Act:
The Service (i.e. FleetFocus M5 SaaS) constitutes a "commercially available off-the-shelf (COTS) items" per FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government and/or Customer to utilize the COTS items, commercial computer software, documentation, and technical data furnished in connection with the Service shall be as provided in this Agreement. Customer and AssetWorks shall each retain ownership of and all right, title, and interest in and to their respective pre-existing IPR and any derivatives thereto. AssetWorks will not obtain any ownership rights, title, or interest to Customer's confidential data files nor will Customer obtain any ownership rights, title, or interest to the Software, SaaS, systems, and methods developed or employed by AssetWorks (collectively referred to herein as the "Service"). Services performed, code developed, deliverables, and any IPR however arising during this Agreement ("Developments") are not "works made for hire" nor any similar concept throughout the world, and AssetWorks is the sole owner of all right, title, and interest in such Developments. If any Developments may be considered "works made for hire" such that any IPR may accrue to Customer, then Customer hereby irrevocably assigns and agrees to assign any and all right, title, and interest thereto, whether now known or hereafter defined or discovered, to AssetWorks and Customer agrees to take such further action as AssetWorks may reasonably request to evidence such assignment. If Customer provides suggestions, enhancement requests, or ideas related to Services ("Feedback"), Customer agrees that AssetWorks has all rights to use, exploit, and incorporate such Feedback into the Services without restriction or payment.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants shall reamin the sole and absolute property of the Contractor. Such property shall NOT constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the Contractor at the time of its creation.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County.   If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the

Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with the Act or in compliance with an order of a court of competent jurisdiction.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2   Patent/Copyright Infringement:
Contractor will defend and indemnify the County from any third-party claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages to the extent attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
B. The Contractor shall have sole control of any defense, negotiations, settlements, or compromises to the extent related to such claim;
C. The Contractor shall have the option to either: (i) procure a non-infringing license; (ii) modify the Software/Service to be non-infringing; or (iii) refund to County a depreciated credit.

31.3   Patent/Copyright Infringement Indemnity Exclusions.
AssetWorks shall have no liability to Customer with respect to: (a) Customer's breach of this Agreement, including without limitation its failure to cease use of the Service after AssetWorks' direction; (b) revisions to the Software or other Service components made without AssetWorks' written consent; (c) Customer's failure to incorporate Software updates or upgrades that would have avoided the alleged infringement, provided AssetWorks offered such updates or upgrades without charges not otherwise required pursuant to this Agreement; (d) AssetWorks' modification of Software in compliance with specifications provided by Customer, including without limitation Deliverables to the extent created based on such specifications; (e) any Deliverable if the Order or a disclosure provided at or before delivery states that such Deliverable incorporates third party software or other assets; or (f) use of the Service in combination with hardware or software not provided by AssetWorks.

32.1   Confidentiality:
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1   Right to Review:

34.1   Insurance: Commercial General Liability
The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less that A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract which may be updated from time to time by the Administrative Officer.

1.   Commercial General Liability

Property Damage	$500,000.00, per occurrence
General Liability & bodily injury	$1,000,000.00, per occurrence
Annual Aggregate	$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. **Professional Liability**
   Professional Liability - $1,000,000 per occurrence

   a. Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained

   by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

3. **Business Automobile Liability**

   $1,000,000.00   Minimum, per occurrence
   $2,000,000.00   Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than $1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

4. **Additional Insurance Requirements and Provisions**

   a. All insurance policies shall provide coverage on an occurrence basis.

   b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.

   c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non- contributory to Contractor's insurance.

   d. Waiver of Subrogation. To the extent commercially available, the insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre- loss basis.

   e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.

   f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the

contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.

i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.

k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.

l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.

m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.

n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

35.1 LIMITATION OF LIABILITY.

1. Aggregate Dollar Cap. CUSTOMER AGREES THAT ASSETWORKS' CUMULATIVE LIABILTY SHALL NOT EXCEED FEES PAID DURING THE YEAR PRECEDING THE DATE ON WHICH THE LIABILITY AROSE FOR ALL CLAIMS RELATED TO SUCH

ORDER.

2. Excluded Damages. CUSTOMER AGREES THAT ASSETWORKS SHALL NOT BE LIABLE FOR: (a) LOST PROFITS OR LOSS OF BUSINESS (WHETHER DIRECT OR INDIRECT); (b) SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (SUCH AS LOSS OF: USE, REVENUE, ACTUAL OR ANTICIPATED PROFITS OR SAVINGS, BUSINESS OPPORTUNITIES, DATA, GOODWILL, PRIVACY, REPUTATION); (c) ANY DAMAGES (HOWEVER CALCULATED OR ARISING) WHICH IN THE AGGREGATE EXCEED THE AMOUNT OF FEES PAID TO ASSETWORKS DURING THE YEAR PRECEDING THE DATE ON WHICH THE LIABILITY AROSE; OR (d) ANY CLAIMS WICH CUSTOMER FAILS TO PRESENT TO ASSETWORKS IN WRITING WITHIN SIX (6) MONTHS AFTER EXPIRATION OR EARLIER TERMINATION OF THIS CONTRACT. THIS SECTION APPLIES: (e) TO THE BENEFIT OF ASSETWORKS' OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, SUPPLIERS, AND THIRD-PARTY CONTRACTORS, AS WELL AS: (f) TO LIABILITY REGARDLESS THE FORM OF ACTION OR THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, NEGLIGENCE, OR OTHERWISE) EVEN IF ASSETWORKS IS ADVISED IN ADVANCE OF THE POSSIBILITY AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (g) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3. Essential. The Parties' respective responsibilities, warranties, and limitations of liability herein form an essential basis of the Parties' bargain. If Applicable Law limits the application of the provisions of this section (Limitation of Liability), Customer acknowledges and agrees that AssetWorks' liability will be limited to: (a) the maximum extent permitted by law; (b) claims presented to AssetWorks principal office in writing within six (6) months of expiration or earlier termination of this Agreement; and (c) claims not waivable.

35.2   Non-Discrimination in Employment:
The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.3   Non-Discrimination in Client Services: :
The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1   Waiver of Noncompetition:
Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2   Conflict of Interest:
If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1   Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Brett Piepel
Assistant Superintendent – Equipment Services
Whatcom County Public Works
901 W Smith Road
Bellingham, WA 98226

37.2   Notice:
Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Whatcom County Public Works
Attn: Brett Piepel
901 W Smith Road
Bellingham, WA 98226
360-778-6405
bpiepel@co.whatcom.wa.us

AssetWorks Inc.
1001 Old Cassatt Road, Suite 204
Berwyn, PA 19312

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by   prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by   overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender   has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is   marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3   If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1   Certification of Public Works Contractor's Status under State Law:
If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2   Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal

Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 <u>E-Verify:</u>
The E-Verify contractor program for Whatcom County applies to contracts of $100,000 or more and sub contracts for $25,000 or more if the primary contract is for $100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 <u>Modifications:</u>
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 <u>Contractor Commitments, Warranties and Representations:</u>
Except to the extent set forth herein, CUSTOMER ACCEPTS THE SERVICE "AS IS", "AS AVAILABLE", and "WITH ALL FAULTS" AND ASSETWORKS DISCLAIMS ALL WARRANTIES INCLUDING WITHOUT LIMITATION: MERCHANTABILITY, FITNESS FOR PURPOSE, COMPLIANCE WITH LAW, ERROR-FREE PERFORMANCE, FUNCTIONALITY WITH THIRD-PARTY SOFTWARE OR HARDWARE OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING OR PERFORMANCE. ASSETWORKS DOES NOT WARRANT SERVICE WILL PERFORM ERROR-FREE OR WITHOUT INTERRUPTION NOR THAT CUSTOMER DATA WILL REMAIN PRIVATE, SECURE, OR AVAILABLE; NOR THAT ANY DEFECTS CAN BE CORRECTED.

41.1 <u>Severability:</u>
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 <u>Waiver:</u>
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 <u>Disputes:</u>

a. General:
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

b. Notice of Potential Claims:

c. Detailed Claim:
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given

the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

    d.   Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

    e.   The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.

43.1   <u>Venue and Choice of Law:</u>

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1   <u>Survival:</u>

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1   <u>Entire Agreement:</u>

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

STATEMENT OF WORK

COUNTY OF WHATCOM

SOW-Q-11393

FleetFocus Asset, Inventory and Maintenance Management Applications
4/6/2024

Contents

FleetFocus Introduction

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

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

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

Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and WHATCOM 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 WHATCOM. AssetWorks implementation approach is built around industry and business standards for software implementation and project management. This standards-based approach allows us to focus on implementing the solution and focusing on those aspects of the project that represent the biggest challenges. This flexibility facilitates adjustments to the project implementation to accommodate the nuanced needs of our various customers and has yielded successful implementations for all our current and past customers.

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

FleetFocus Project Task Descriptions

WBS A.1.0 Initiation

WBS A.1.1 Project Management Services

Project kick-off and planning

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

AssetWorks recommends WHATCOM appoint a core project team for the implementation stage with representatives from all functional or operational areas of WHATCOM'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 WHATCOM's operations and objectives. They will form most of the roll-out team later in the project. WHATCOM project team will define their roles and responsibilities and establish project standards and controls.

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

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

- Project plan tasks and timeline

- Contract deliverables

- Change management procedures

- AssetWorks roles and responsibilities

- Customer roles and responsibilities

- Implementation approach and phases

Project management and oversight

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

- Serve as the main point of contact for WHATCOM Project Manager
- Coordinate of project resources and work so that milestones are met in an efficient manner; tasks will be designed to minimize implementation time and cost while taking into consideration resource and time constraints such as WHATCOM staff availability

- Work with WHATCOM to manage risks throughout the project

- Present progress to WHATCOM Project Manager and/or to WHATCOM Project Sponsors (as required)
- Attend project related meetings as needed to ensure timely resolution to open issues and action items
- Develop project deliverables
- Manage approval/sign-off processes
- Manage action items
- Manage scope control
- Maintain project schedule and scheduled meetings

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

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

Deliverables for Project Management Services

- Complete Project Kick Off

- Update to relevant status reports prior to status meetings

- Manage action items, issues, and risks

- Facilitate monthly status meetings

WHATCOM is responsible for all deliverables not specifically included above.

WBS A.1.2 Hardware Acquisition

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

Workstation Specifications

A machine that meets the following specifications is recommended:
- 8 GB RAM
- 25 GB available hard disk space
- Mouse and Keyboard
- Minimum 17" Monitor (minimum resolution 1152 x 864)
- 10/100/1000 Ethernet NIC

Bar Code Scanner
- LS 2208
- PS/2, AT, and USB

Label Printers
- All Zebra printers supporting the ZPL and EPL programming languages

Additional Requirements for Any Configuration

In addition to the above, AssetWorks also recommends WHATCOM procure the following:
- An appropriate number of printers

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

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

WBS A.1.3 Software Installation Services

Database and applications

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

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

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

During the project "Initiation" phase, AssetWorks will install the latest FleetFocus release available at the time of installation. Past releases are noted in the supported "Browser Version" chart below as these are considered "supported" at the time the SOW was created. Based on project duration, WHATCOM should expect to potentially upgrade an additional time before go-live, due to newer features or fixes available within the software branch installed. AssetWorks Professional Services and/or Customer Care team will advise on the recommended version prior to the final testing and go live phase of the project.

Browser Versions

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

	Edge Chromium	**Chrome**
22.x	X	X
23.x	X	X
24.x	X	X

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

Internet Explorer compatibility mode is not supported.

Internet Explorer 11: Microsoft has announced an end-of-life date of June 15th, 2022. Please see the End of Customer Support Notices at the end of this document for further information.

Microsoft Edge version 44.17763 and higher is supported.

Deliverables for Software Installation Services

Installation of AssetWorks software in a production and non-production environment

Provide URL and system administrator access to the production and non-production environment

Reporting database connection information for use with the Crystal report writer license

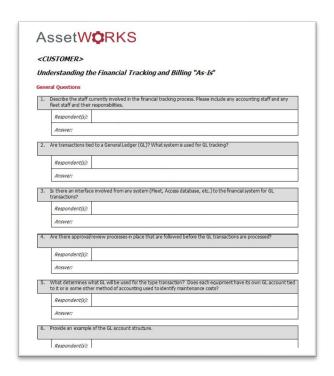## WBS A.2.0 Discovery

WBS A.2.1 Current State Discovery

Current State Questionnaires & System Overview

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

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

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

WBS A.3.0 Design

WBS A.3.1 System Design Services

System Design & Setup Consulting

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

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

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

This approach ensures that customers get up and running more quickly and allows for a greater engagement on making informed decisions and facilitates stronger change management to new processes as workflows can be quickly

demonstrated. The starter database will be installed in the Production and Test environment with the test version containing sample assets, classes, parts, etc. This is intentional so that post each setup session a customer can login to practice and learn the system allowing for an easier transition time to the new application and processes along the way. AssetWorks has found to create a stronger user adoption for the core project team who then extend that knowledge more easily down to the end users at go live.

Deliverables for System Setup Consulting Services

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

System Setup Session Topics by User Role – *see Application Design Guide for topic breakdown*		
Session #	FleetFocus System Setup Meeting	Customer User Role(s)
1	FleetFocus Application Overview &New User Orientation	Core Project Team
2	Organization Structure	Core Project Team Program Office Manager Finance Manager
3	Application Security & Equipment Management - Part 1	Core Project Team Asset Manager IT / Network Administrator
4	Equipment Management - Part 2	Core Project Team Asset Manager Program Office Manager
5	Work Management – Part 1	Core Project Team Supervisor Lead / Technician Lead
6	CHECKPOINT – Progress Review	Core Project Team
7	Work Management – Part 2	Core Project Team Supervisor Lead / Technician Lead
8	Warranty & Fuel	Core Project Team Fuel Manager Warranty Administrator
9	Materials Management	Core Project Team Storekeeper Lead
10	Purchasing	Core Project Team Storekeeper Lead
11	Financial Tracking	Core Project Team Finance Manager
12	Portals and Options	Core Project Team

Finalize data definition and workflows

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

WHATCOM will take "action items" from the System Set-up Consulting sessions to finalize the definition of all relevant FleetFocus data elements and work processes, including maintenance, parts management, procurement, and other job functions. WHATCOM's deliverable for this task is to complete documentation of WHATCOM's definitions for all applicable FleetFocus data elements. This deliverable is a critical prerequisite to the configuration of the system. AssetWorks will work with WHATCOM to prepare this documentation. It is recommended to work on these items as soon as possible following setup overview sessions to ensure a more complete comprehension of the material being covered.

During the data definition process, WHATCOM will also be asked to start collecting certain data as the items are covered during the system setup consulting sessions. This data may be converted and loaded to the application based on the project timeline in conjunction with the other setup tasks for the various modules licensed. If WHATCOM requires a restructure or to implement any new codes or references, AssetWorks and WHATCOM will review the planned changes and discuss the effort needed to implement the revised codes and configuration. If the change requires a custom script to be developed and executed during the conversion processes, a change order may be necessary to accommodate changes in the conversion scope, effort, and timeline.

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

WBS A.4.0 Build

WBS A.4.1 System Configuration Services

WBS A.4.1.1 Tier 1 Data Setup and Configuration

Following the System Setup-up Consulting sessions, an initial set of data and configuration will be required to support the main workflows available in FleetFocus. This is a mix of core data as well as setting system flags, setting up new codes, configuring code attributes and configuring index references. Some of these items will be included in the Starter Database and will require a review process by the customer instead of a creation process. Below is a list and description of the item tasks to be completed post System Setup as the System Configuration phase begins.

Because FleetFocus 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 configuring 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. Other items such as Departments, Locations, Vendors, and Employees may be loaded during the Data Conversion phase or manually keyed in if they number lower and be done utilizing the copy function in the system. If the Integrations Module is licensed by WHATCOM, data may also be loaded utilizing this tool and AssetWorks will train the customer on this process.

AssetWorks does offer implementation guides on specific code sets that can be used to assist with configuring some of the codes, such as Job Reason Codes, System Codes, and Category Codes.

FleetFocus System Area	FleetFocus Configuration Task Description
System Flags	The user must review and either accept the default setting or configure each System Flag to configure the application to match the functionality and business rules that support Client fleet operations.
System Settings and Masks	System settings set base values used by the application to define locale, time zones, language settings and field masks for time, currency, and other field types. Translation tables can be updated to convert screen and report labels to match user terminology and local language settings.
Maintenance Codes	Configure codes used in the maintenance process, such as: reason codes, the components making up job codes, position codes, and service codes. FleetFocus is preloaded with the ATA VMRS coding scheme. These codes can be used as the point of departure for loading the maintenance or codes or the district can start loading from its current coding scheme.
General Reference Codes	Enter all the references used to assign various codes, standard descriptions, and system operation attributes to other objects in the application. These code tables must be populated before the data conversion can fully proceed. For most of these codes, the user only needs to enter a code and description.
Locations	Locations are physical sites that can provide maintenance, store parts, issue fuel, take delivery of new vehicles and serve as the home base for a unit.
Departments/Organizations	Departments are the organizational units assigned to units and represent the basis for all billing and cost accounting. Users also define parameters for performing maintenance directly to a department and creating department group security authorizations.
Vendors	Vendors represent external and internal organizations the provide products and services to the fleet organization. Basic vendor data can be loaded electronically and attributes such as vendor service codes and location preferences configured manually.
Employees	Employees are internal or contracted staff resources that charge time, issue parts, or operate vehicles. Administrative staff and other non-fleet employees, such as pool users, can also be maintained. Employee Groups are created for assigning job. Training courses and transcripts can also be created to track each employee's licenses, certifications, and training. Employees could be maintained through an interface.
Asset Codes	The final set of reference codes to be entered is the Asset Codes. These codes are assigned to units to establish the unit's maintenance cycle and its technical specifications. In most cases the Maintenance Class Codes are created manually, but the Manufacturer/Makes/Models and the base Tech Spec information is loaded electronically from the unit data extract. The Tech Specs are then manually configured to assign additional attributes and reporting parameters to a unit.

After these initial key setup items for configuration are completed, AssetWorks and WHATCOM will review the converted and loaded reference codes to verify that all the codes have been loaded and properly configured to

support the conversion of part catalog, units, and other master records that will be loaded electronically. The data conversion of units, parts and other data records can begin as the necessary reference codes will be in place to allow the enforcement of referential integrity constraints to the converted data. Along with the database conversion beginning, other modules and portals will also be configured as part of the project.

WBS A.4.1.2 Tier 2 Key Data Setup and Configuration

Secondary data to be setup and finalized before some module configuration and the application readiness phase, involves setting up various functions to support the planned workflows. The customer will be responsible for updating FleetFocus directly with AssetWorks guidance.

The functionality that is configured will depend largely on those system functions identified during the Business Process Review as integral to supporting the customer's business processes. Possible functions to configure include:

Functionality	Description
User Menus	FleetFocus is delivered with a standard menu giving access to all system functions. Using the Work-Flow Matrix, users' setup custom menus for each user role with only those screens and reports each user role requires. Field Security Templates can also be used to further control visibility and access to individual screen fields. Customer will have responsibility for building custom menus and assigning the menus to user roles. If the Screen Designer module is licensed, Customer will have responsibility for customizing available screens and assigning those screens to menus.
User Roles and Employee Setup	Customer must define user roles and create application users in the system. User roles setup includes defining and assigning to each role Location Groups, Department Groups, KPI Groups, Role-Based Menus, Report Groups, Printers, and User Privileges. Each User must be assigned a role and configured for access to the application, external web services, mobile access, ad-hoc reporting, the Crystal Reports Server, and the user's homepage. Customer will have the responsibility for setting up user roles and users.
Asset Management	The system must have a loaded and properly configured master record for every asset in the fleet, including fleet numbers, descriptions, codes, groupings, assignments, dates, meters, notes, accounting data, fuel products and items. Most of this information can be loaded electronically using the Standard Unit Template or during the unit conversion process. Additional setup of fields not included in the conversion or standard unit template will be the responsibility of the customer to complete.

Functionality	Description
Standard Job Schedules and Job Definitions	Users define by maintenance class the schedule for each standard job. Job schedules can be setup by time, usage and/or fuel consumption. Jobs may also be nested to include other jobs and jobs may be setup to not start until a certain threshold is passed. At the Tech Spec, standard jobs are defined to include standard labor times, notes, include parts, test suites and included jobs that are defaulted to the work order when the job is created. AssetWorks will provide instruction to customer on setting up job schedules and definitions and will advise customer on the setup and configuration. Customer will have the responsibility for populating the MCC and Tech Spec Standard Job records.
Billing (Optional)	Customer must configure the Billing module to support any user billing functionality and/or financial system interfaces by defining the Billing Items, Billing Codes, Charge-back Schemes, Tax Schemes, and Markup Schemes for each of the customer's fleet customers. Individual assets must be assigned to the appropriate Billing Codes that have been configured with lease and charge-back rates. Customer must define the direct account master and matching account codes to the appropriate owning and using department records and billing items. Customer will be responsible for loading FleetFocus billing tables and configuring all settings. AssetWorks will provide consulting support with the design of the billing configuration and its setup if the module is to be used for billing. AssetWorks will also work with the customer to define the direct account master and matching account codes to the appropriate owning and using department records. Customer will be responsible for loading FleetFocus with the identified settings. Any custom requirements to support customer specific billing methodologies or to generate customer custom invoices will be identified and specified during this task and incorporated into the appropriate interface and custom development tasks, if a custom Billing Interface is included in the scope of this SOW.
Fuel Management	Users that plan to use a commercial fuel provider or fuel management system interface must setup product definitions, fuel location, and fuel card information. Customers that will use an interface to a third-party system or AssetWorks Fuel Focus™ hardware may also need to configure tank types, tank and hose settings, and ICU configurations for each of the fuel locations depending on if fuel inventories will be maintained in FleetFocus. An initial inventory balance is received, and fuel cards are created.
Warranty	Warranty terms are assigned either to the Tech Spec or to each unit. The terms for the base vehicle warranty, component level warranty, and active part warranties must be setup for warranty notifications and tracking to function. Customer will have the responsibility for setting up all warranty terms.
Unit Availability	The unit availability module has a basic and advanced setup option. The basic option requires the updating of out-of- service status on the work order. The advanced option allows users to setup a count of units to meet operational requirements by class of equipment and location. For each location, class and line time, the user sets up the required count. Customer is responsible for configuring the operational classes, lines and setting the line counts.

WBS A.4.1.3 Configure and Review Pre-Setup Starter Database Modules and Portals

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

- **Edge/Shop Activity FleetFocus** - EDGE is the next generation of the AssetWorks FleetFocus system. With FleetFocus EDGE, users benefit from years of fleet management expertise, combined with a fully responsive design and modern user interface and workflow experience improvements. FleetFocus EDGE allows your fleet employees to access FleetFocus from any device. A technician can log in to FleetFocus from a computer to review their assigned tasks, use a tablet to log their time while conducting maintenance on the shop floor, and then later use a smartphone to review their timecard for the day. These portals will be utilized during the deployment phase.
- **Screen Designer** - The Screen Designer module allows customers to customize the user interface of several FleetFocus screens. Users can modify control placement, how fields are displayed or updated, and add their own custom fields to the screen. Multiple versions of a screen can be created for different users and workflows. Screen Designer can be used to create custom screens for Work Orders, Accident Management, Customer Portal Unit View, Motor Pool Reservations, Work Request Query, Incident Main, Employee Main, Direct Invoice, and the Home page. Services include training on the module, creation of one homepage and modification of one additional screen.
- **MobileFocus Enterprise/Smart Apps** - SmartApps are designed to be quick, easy, and highly mobile. Today, it is vital for drivers and operators to be able to complete tasks on-the-go, including performing inspections, updating meter readings, entering service requests, and viewing upcoming work. SmartApps offers convenience, ease-of-use, and integration of each mobile application with the FleetFocus system. Each application in the suite was designed to allow your customers to go about their daily tasks with the convenience of mobile technology and the power of FleetFocus. AssetWorks will install and configure up to three (3) SmartApps.
- **Ad Hoc Reporting** - The Ad-hoc module is a reporting application built into the FleetFocus application that allows any on-line user the ability to create their own basic queries and simple charts which can be saved and shared with other users. Using database views and a wizard-like interface, users can build reports that can be viewed online or exported to Excel, Word or as XML. AssetWorks will review a sampling of any out of the box ad hoc queries. AssetWorks will not create new customer specific custom reports. AssetWorks will show WHATCOM how to adapt one report and in addition, how to setup permissions for reports.
- **KPI/Dashboards** - Dashboards are graphical real-time views of any measurable activity occurring in FleetFocus. The Dashboard module periodically executes user-defined SQL statements to calculate a single metric or build a simple report. The results are displayed graphically in the user's Dashboard Viewer. Users can drill-down from the dashboard to view a simple report constructed with the same SQL statement behind the metric. Each report can be linked to a system screen, allowing the user to click the report record to launch the screen. AssetWorks supplied Operational Monitors are simple on-screen reports of related metrics that can be added to any dashboard. Dashboards can be assigned to a user or role, so each user has a set of relevant dashboards specific to their duties and workflows. AssetWorks will do a short review of the module and how to create up to 5 standard dashboards. Any modifications to those standard dashboards will need to be done by WHATCOM unless project budget supports additional configuration. AssetWorks recommends customers have knowledge of SQL to build Advanced KPIs. AssetWorks does not provide training on SQL and does not build SQL statements for use as Advanced KPIs.
- **Reporting** - All 300+ of the Crystal Reports based standard reports will be included. FleetFocus has integrated Crystal Reports Server or Business Objects Enterprise to be the report engine, supporting the scheduling, execution, and distribution of reports. Customer can use Crystal Reports to modify any of the standard
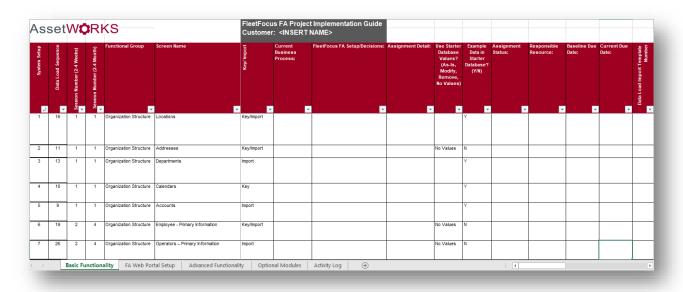
reports and use the Report Options or Report Alternates feature to add their own report versions to the application. Training on Crystal Designer is not included and modification of out of the box Crystal reports by AssetWorks is not included in this scope of work.

- **Customer Access Module**

- **AssetWorks APIs** - These will allow customers to build their own integrations without relying upon AssetWorks resources. With APIs, customers will be fully responsible for building and maintaining their own integrations, providing a level of customization and independence required by modern fleet organizations. APIs will not affect existing interfaces and integrations. No development or consulting services are included for the API Module.

- **(Optional) Billing Module** – the Billing Module is utilized to support the collection and billing of transactions generated in the system. A short overview will be given on this module based on project requirements. However, there are no services included in this statement of work to set this up as it requires further discussion with the customer to decide if this is needed as part of the implementation. If it is decided that it will be used, a change order will be required.

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

Application Design Guide (ADG)

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

- Assigning user groups for specific functions

- Initializing (out of box) notifications to facilitate business processes

- Creating custom menus for specific user groups

Deliverables for System Configuration Services

- Setup configuration completed in the production database

- Production database available to re-fresh (database restore) the non-production database for customer review.

- Overview of all in scope noted modules and setup of those modules with decided workflows and processes from system setup consulting sessions.

WBS A.4.2 Data Conversion Services

Data Conversion Overview

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

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

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

Data Conversion Process

1. WHATCOM extracts all requested data and provides it electronically in a delimited format.
2. WHATCOM and ASSETWORKS jointly analyze the extracted data and develop a data conversion plan mapping for the records from the legacy system to the FleetFocus records.
3. AssetWorks prepares a script to execute the data conversion.
4. WHATCOM and ASSETWORKS (advising role) jointly do final prep on the data to ready it for conversion; this may include applying a crosswalk process to change codes, data format changes, and record clean-up.
5. AssetWorks executes the data conversion process.
6. WHATCOM validates the data converted.

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

WHATCOM will extract the agreed-upon data from its current systems and files (paper, PDFs, XLS, etc.) where it stores data to be converted. AssetWorks will consult with WHATCOM on data "scrubbing" or "cleansing" legacy WHATCOM

data but will not be responsible for the final cleansed data. WHATCOM will be responsible for populating FleetFocus with approved and "clean" WHATCOM data.

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

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

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

- AssetWorks will not provide services to manipulate or move data from WHATCOM data in files or on paper into AssetWorks provided data templates.

- WHATCOM will provide the data to load into in the format of the data load files provided.

- WHATCOM will provide each test data file and each production data file in the same format.

- WHATCOM will use default values for any data element that FleetFocus requires that is not in the data file.

- AssetWorks and WHATCOM will jointly document the data mapping and data load process. Then AssetWorks will develop the scripts needed to load the pre-production database instance with the customer's data. AssetWorks resources will construct the scripts according to the rules identified in the Data Conversion Plan.

- FleetFocus does also provide several batch file upload processes to load from a client prepared template. All other references, codes, and record attributes must be updated manually during the application setup and configuration phases.

- AssetWorks will convert only master equipment records, parts (part master, part location and vendor part) records, vendors, employees, departments, accounts and summary cost history (summed totals of data by year and month) records. Additional data will be required to load or manually key in to support system deployment. This data will be loaded by WHATCOM with AssetWorks guidance and assistance. This process is discussed further below.

- AssetWorks will load a maximum of 800 fleet active assets as well as defined active components; active defined as the ability to write a work order for the asset or component.

  - Asset (units and components) data is limited to master records and key references (e.g., make and model).

  - Expected data elements: Unit number, identifiers like VIN and alternate unit number, year, make, model, engine/fuel type, maintenance class, location, owning/using department, billing code (lease cost, lease term), license plate number, license plate expiration dates, unit codes, in-service date, acquisition cost and other static attributes.

- AssetWorks will load a maximum of 2 inventory locations with a maximum of 15,000 parts per inventory location. AssetWorks will review the 2 inventory location's data prior to load for data integrity purposes to ensure it supports application functionality. However, the customer is responsible for the accuracy of the data such as

descriptions and part numbers. After the initial 2 inventory locations are loaded, AssetWorks will train the customer on how to load additional inventory locations.

- AssetWorks will not provide services to load historical work order detail.

- AssetWorks will provide services prior to go live for assets to update the following items of current department, location, and operator assignments, most recent meter readings, last pm completed dates, current book value, depreciation rate and term, and life-to-date costs.

- AssetWorks will provide services prior to go live for parts to update the following items of part record stock status by location (non-stock, stock, or consignment); and for stock/consignment: bins, primary vendor, on-hand quantity, inventory minimum/maximum reorder points, and last received/average price.

- AssetWorks will not bring over detailed fuel transactions from a legacy system(s).

- AssetWorks will assist in the form of troubleshooting errors in data load runs and providing direction in the mapping of legacy data elements to FleetFocus fields.

- The customer will be responsible for ensuring data loads were loaded fully into the application. AssetWorks will assist the customer in the validation process by conducting sample tests against the converted data. Additionally, AssetWorks will supply the customer with a Referential Integrity Violation report that will identify any widowed and orphaned records where primary and/or foreign keys are not found on the related table. The customer will correct the records, either by adding the missing keys or updating the reference. Once corrected, AssetWorks can execute a conversion script to reprocess the revised data. AssetWorks will correct errors in AssetWorks provided conversion scripts that incorrectly load properly configured data and will execute those scripts. If the customer wishes to revise already converted data, a change order will be required for the additional effort needed to revise the scripts and execute the process again.

All data loads by AssetWorks indicates a one-time load. After initial load data is to be updated manually in the FleetFocus system by the customer for incremental changes up to go live and cutover into a Production system. These data loads are typically done towards the end of the project and shortly before testing, training and go live to minimize any manual updates that might need to be done.
- All WHATCOM data loads are to be reviewed by AssetWorks to ensure data is optimal before being loaded to the Production system before the go live cutover, even if WHATCOM is loading the data.

- AssetWorks will execute the data conversion process with the prepared data to populate the pre-production AssetWorks will execute the data conversion process with the prepared data to populate the pre-production database. Once all necessary data items have been loaded to allow for sufficient application testing, the pre-production instance will be imported/restored into a non-production (test) environment for review. This process is done in full as an override of the database, not as a delta of incremental changes.

- WHATCOM will utilize the data conversion process such that all assets will be in a single production FleetFocus™ database. Only one "Company "is to be implemented as part of this Statement of Work. Additional database "Companies" will require a change order.

Conversion of Specific Data

AssetWorks and WHATCOM will jointly resolve issues arising out of the data translation, including codes (if any) to be changed. AssetWorks will help WHATCOM finalize the data mapping and identify the sources for each data element.

WHATCOM will be responsible for mapping old codes into new codes (i.e., translating) within the data set to be converted. All converted data must map to an existing data field in FleetFocus and adhere to the validation of that field and the overall FleetFocus application, as all data loaded goes through the application interface or authorized tool to ensure data integrity in the customer's new system.

Data Conversion Testing and Validation

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

Deliverables for Data Conversion Services

- Delivery of an overview session on the data conversion process

- One-time load of Fleet Equipment and Component data (adheres to limits listed above)

- One-time load of Parts Inventory data (adheres to limits listed above)

- One-time load of Summary Cost History (adheres to limits listed above)

WBS A.4.3 Technical Services

Existing FleetFocus Integrations and Initiatives

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

Existing Integration / Initiative Name	Functional Description
MobileFocus SmartApps	**MobileFocus SmartApps Scope** AssetWorks will provide services to install up to three (3) SmartApps and perform base FleetFocus configuration to support the apps used by the customer as well as test the configuration. - The Inspections App will provide for one "test suites" setup and be conducted as a train the trainer for the Customer to complete any additional test results needed. - The Dashboard App can be utilized to show dashboards created in FleetFocus. AssetWorks recommends customers have knowledge of SQL to build Advanced KPIs as part of this quote. AssetWorks does not provide training on SQL and does not build SQL statements for use as Advanced KPIs. - All end users must have a FleetFocus user account (password required on user account) created with an attached operator account. - SmartApps supports the SSO methods per AssetWorks Product documentation per version. - Where applicable, standard training materials will be utilized; scope does not include customized training materials. - Training is delivered as "train the trainer" for system administrators; end user training is not included unless otherwise noted. - Customer may be required to upgrade if new features are available for the module that are considered necessary for the project success. - Customer will be responsible for working with AssetWorks' Professional Services to move the module into a production environment. - Costs for these services are fixed and do not include applicable taxes. Milestones are to be billed with the amounts noted and described in the milestone schedule of this SOW.
Motor Pool / Reservations Module	**Motor Pool & Reservations Module Setup and Training Scope and Assumptions** - AssetWorks will provide remote professional services to setup and train on the motor pool module functionality and the Reservations module for online reservations. - Setup and training agenda to include: - Motor Pool module setup and overview

Existing Integration / Initiative Name	Functional Description

	▪ Rental Classes
	
	▪ Motor Pool Assignments
	
	▪ Billing Codes
	
	▪ Employees
	
	▪ Locations
	
	▪ Units
	
	▪ Creating a Motor Pool Reservation *(Status = Reserved)*
	
	▪ Dispatching a Motor Pool Reservation *(Status = Pickup)*
	
	▪ Returning a Motor Pool Reservation *(Status = Completed)*
	
	▪ Reservation Status Definitions
	
	▪ Printing a Reservation Confirmation
	
	▪ Motor Pool Reports
	
	▪ Setup Motor Pool Notification
	
	   o Reservations Module setup and overview
	
	     ▪ Create Motor Pool Reservation Portal and Reservation Screen using Screen Designer *(*Screen Designer license required)*
	
	     ▪ Creating a Motor Pool Reservation
	
	     ▪ Printing a Reservation Confirmation
	
	• Reservations can also be made available in the SmartApps Reservations app if installed and setup; this project does not include SmartApps implementation.
	
	• AssetWorks will advise on Operator/Employee setup and work with the customer to train them on how to load this data.
	
	• This project does not provide for any interfaces to keep Operators/Employees in sync with a 3rd party system or services to setup SSO (Single Sign On) unless specifically noted.
	
	• Where applicable, standard training materials will be utilized. Quote does not include customized training materials.

WBS A.4.4 Business Intelligence Services

FleetFocus has multiple business intelligence tools, including Crystal Reports based standard reports, an integrated ad-hoc reporting module, and Dashboards.

The following reporting tools are delivered with each FleetFocus implementation:

- **Standard Reports** – FleetFocus has over 300+ AssetWorks developed Crystal Reports that come standard with the FleetFocus application. These reports cover multiple functional areas and are designed to allow the user to filter and group the report to meet a variety of different reporting needs from a single report.

- **List-of-Values Exports** – Any standard List of Values lookup screen can have the data selected in the list of values exported to the MS Office clipboard and copied into Word, Excel or other clipboard supported application. This is a useful reporting tool for generating inventory related information, lists of primary references and code data.

- **On-line Query and i-frame Exports** – FleetFocus has several dozen standard query screens where a user can enter specific filters and the resulting records will appear on-line in a list/grid format. That list can be exported to the clipboard and copied to Word or Excel for reporting or further analysis outside of FleetFocus.

In addition, FleetFocus has optional modules that provide fleet business intelligence that may be implemented during the project:

- **Operational Dashboards** – The real-time Dashboard function allows users to write SQL select formulas to report on any measurable data as frequently as necessary to support current operations. Dashboards are meant to push key measures directly to the user to alert them to a condition that requires some action on their part to correct or manage. Dashboards are best suited for measures that are discreet and change frequently.

- **Ad-Hoc Reporting** – The Ad-Hoc Report Writer allows FleetFocus users to develop custom queries, charts, gauges, and basic list reports from within the FleetFocus application. User-friendly topic specific views are used to allow novice users to simply select which fields to display and filter from in constructive simple reports. The reports can be saved, re-run and shared with other users to answer a reoccurring need or they can be one-time inquiries to answer a specific question.

Ad-hoc Query/Dashboard Workshop

AssetWorks will provide a training workshop to various customer business analysts and report developers on the writing and distribution of ad-hoc reports using the integrated Ad-Hoc Query report builder. This training will include a review of the ad-hoc reporting views that are delivered with the module, the details of constructing an ad-hoc report, formatting reports, using charts and gauges, and how to make ad-hoc reports available to other users. The session will last up to one day.

The development of custom ad-hoc reports is not included in this task and can be provided on a time and materials, or fixed cost basis. AssetWorks has included up to **16** hours of time and materials services for Business Intelligence Services.

Deliverables for Business Intelligence Support

- Ad-hoc Query / Dashboard Workshop

- Standard Electronic KPI document

Customer's Responsibility

- Attend and participate in training sessions and workshops.
- Design and Develop SQL statements for custom dashboards; AssetWorks recommends customers have knowledge of SQL to build Advanced KPIs. AssetWorks does not provide training on SQL and does not build SQL statements for use as Advanced KPIs.
  Create and populate KPI Groups and Ad-Hoc user security settings.
- Develop and deploy Ad-hoc reports.

WBS A.5.0 Train & Test

WBS A.5.1 Pre-Training Testing Services

Provide Standard Test Plan

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

- Add and modify asset information

- Add and modify parts information

- Open a repair work order and a PM work order for an asset

- Charge labor to jobs on the work orders and verify the charges of hours and costs

- Issue inventory parts to the work orders and verify the charges of quantity and cost as well as proper inventory relief

- Charge commercial charges to the work orders and verify the charges of labor and parts

- Close the repair and PM work orders

- Verify work order charges (labor, parts and/or commercial services)

- Adjust parts inventory both upward and downward

- Click on and generate a standard Crystal reports

- Verify a sample of asset master records for accuracy

- Verify a sample of part master records for accuracy

Provide Pre-Testing Application Training Workshop

AssetWorks will conduct a Pre-testing Application Training Workshop for customer system administrators, core project team members and key system users (SME's) in the various application functions (i.e.: Asset Management, Maintenance Management, Invoice Processing, Materials Management, Work Management, Time Entry, Reporting, etc.). The goal of these sessions is to familiarize the customer with end-user application functionality and workflows that the application can support.

The actual topics of this training will depend on the functionality to be used, but generally includes:

- Creating New Units
- Managing Unit Assignment, Locations and Operators
- Managing Meter Entry and Correction
- Unit Disposal
- Work Order Processing
- Labor and time tracking
- Stock and Non-Stock Inventory Receipt and Issues

- Commercial Repairs
- Parts Inventory Management, including Transfers
- Standard Jobs and PM Forecaster
- Warranty Alerts and Claims Processing
- Account and Billing Set-up
- Billing and Accounting Functions
- Fuel Transaction Processing

This training will be divided into separate sessions with each session covering one or more topics. The AssetWorks Project Manager will provide a training agenda agreed to by the Project Team that will detail the specific topics for each day of training. The WHATCOM Project Manager will be responsible for having the appropriate key personnel from each functional area available for the training sessions.

Testing Document Example:

	AssetWORKS				M5 Test Plan	
User Acceptance Test (UAT)						
Script #	Frame	Functional Area	Navigation	Pre-Requisite	Test Scenario	Expected Result	Actual
A001	Display Departments	Asset	/PRESENTATION/DEPT/DEFAULT.ASPX		Go to Department Main, do an LOV for Departments. Using the VCR icon, review departments for accuracy.	All Departments display with accurate data.	
A002	Update Maintenance Locations	Asset	/PRESENTATION/GENLLOC/DEFAULT.ASPX		Go to Location Main, Maintenance Tab. Insure accuracy of data. User should be able to make a change to the location record and the change should save without error message.	Email addresses should be present. Locations should be properly identified as maintenance vs. fuel vs. inventory locations, etc.	
A003	Update Unit Status Codes	Asset	/PRESENTATION/MISCCODES/UNITSTATUSCODES.ASPX		Go to the Unit Status Codes screen and insure statuses are accurate. Pay particular attention to what you want to be able to do to units in the various statuses. Attempt to change a status code.	The change should save without error message.	
A004	Create Asset Class Code	Asset	/PRESENTATION/MISCCODES/CATEGORYCLASS.ASPX		Go to the Asset Class Codes screens and attempt to add an Asset Class Code.	The Asset Class should save without error.	
A005	Create Categories	Asset	/PRESENTATION/UNITCATEGORY/DEFAULT.ASPX		Go to Category Main and attempt to add a new Category.	The Category should save without an error.	
A006	Create Tech Specs	Asset	/PRESENTATION/TECHSPEC/DEFAULT.ASPX		Go to Tech Spec Main and attempt to add a new Category.	The Tech Spec should save without an error.	
A007	Update Tech Spec Items	Asset	/PRESENTATION/ITEMMAINT/DEFAULT.ASPX		Go to Item Master Definiton and select the Tech Spec Type. Try to update an item and save.	The Tech Spec item should update without an error.	
A008	Add Tech Spec Notes	Asset	/PRESENTATION/TECHSPEC/DEFAULT.ASPX		Go to Tech Spec Main and attempt to add a Note to a Tech Spec. Select a vaild Tech Spec number from the Number LOV and then add a note to the Tech Spec Notes field and click save.	The Tech Spec note should add without an error.	
A009	Create Tech Spec Products	Asset	/PRESENTATION/TECHSPEC/DEFAULT.ASPX		Go to Tech Spec Main, Products tab. Double click on an empty row in the product i-frame and pick a product and then click save.	The Tech Spec product should be added to a Tech Spec without error.	
A010	Create Tech Spec Warranty	Asset	/PRESENTATION/TECHSPEC/TECHSPECWARR.ASPX		Go to Tech Spec Main and click on the Warranty Tech Spec Setup hyperlink. Click Tab and then attempt to enter Whole Unit Warranty Details Usage and/or Elapsed Time. Click save. Then click on the Sub-Unit tab and add a valid System and Usage. Click Save.	The Tech Spec Warranty should add without error.	
A011	Update Unit Items	Asset	/PRESENTATION/ITEMMAINT/DEFAULT.ASPX		Go to Item Master Definiton and select the Unit Type. Try to update an item and save.	The Unit item should update without an error.	

Testing Methodology

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

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

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

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

Support System Test Plan Execution

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

This test plan will be executed according to the schedule agreed upon by WHATCOM and AssetWorks during the project. AssetWorks will provide remote support for system testing for up to **24** hours.   WHATCOM will perform and document the test results within 30 days of receiving the standard test scripts.

Deliverable for Testing Services

- Deliver Pre-testing Application Training Workshop

- Deliver FleetFocus out of the box user test scripts to the customer

- Support the customer with questions as customer performs and documents test results

WBS A.5.2 Training Services

The training will be role-based and will differ for trainees from the various organizational and functional areas. Each WHATCOM 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 in computer skills or any computer-based training.

Training Overview

AssetWorks will provide up to **40** hours days of system administration and training in the configured base application and add-on modules for the roll-out of FleetFocus (according to the project plan). Time includes prep for instructor and prep time with the customer in advance of training sessions. Training assumes train-the-trainer approach completed one time for all groups. The max class size is ten (10) participants. If the size of the organization is smaller and meets this class size for sessions such as technical, supervisor and storekeeper, direct end user training will be utilized over a train-the-trainer approach. This will be a discussion required prior to training between the AssetWorks Project Manager and the WHATCOM Project Manager.

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

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

Training Preparation

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

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

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

Training "Sample" Agenda and Typical User Role Participation

Class ID	Class Name	Agenda	Time	Participants
FF101	Work Management	- Opening/closing work orders - Work request management - PM schedules/forecasting - Work order history - Shop reporting - Labor capture	4 – 8 hours depending on role	Supervisor Service Writer Fleet Manager Admin Office
FF102	Technician & Shop Floor Operations	- Updating Work Orders Labor capture - Adding/Completing jobs Part Entry - Reviewing Unit repair history	2 – 4 hours depending on role	Technician Supervisor Fleet Manager
FF103	Storekeeper, Enterprise Purchasing and Inventory Management	- Part Catalog and cross references - Part lookups, queries, and reporting - Storeroom setup and maintenance - Procurement procedures - Stock Receipts, Issues, and Transfers Non-Stock Issues - Returns and Adjustments - Physical Inventory	4 – 8 hours depending on role	Storekeeper Fleet Manager Admin Office
FF104	Fleet Administrator and Equipment Management	- Unit and Component Setup - Accounting/Billing - Purchasing - Disposal - Licensing - Assignment - User-defined fields	4 – 8 hours depending on role	Supervisor Fleet Manager Admin Office
FF105	Application Administrator	- User Role and Application User Creation and Maintenance - System Flag Setup and Maintenance	8 hours	IT Fleet Manager Admin Office

		• Application Logging and Troubleshooting • Batch Processing		

Deliverables for Training Services

- Deliver FleetFocus standard training agenda

- Deliver FleetFocus electronic standard training material; not customized

- Deliver FleetFocus training classes

    o FF101 - Work Management

    o FF102 – Technician & Shop Floor Operations

    o FF103 – Storekeeper, Enterprise Purchasing and Inventory Management

    o FF104 – Fleet Administrator and Equipment Management

    o FF105 – Application Administrator

WBS A.6.0 Deployment

WBS A.6.1 Prepare for Cutover

AssetWorks will work with WHATCOM to stage and prepare the system roll-out/cutover. This includes final validation of system readiness and sign off by WHATCOM acknowledging that the go-live is approved to proceed. AssetWorks will work with WHATCOM to document the specific cut-over steps and transition operations within the new system utilizing a standard go-live checklist to verify that all items have been completed. It is anticipated that there will be one (1) production roll-out.

WBS A.6.2 Production Cut Over

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

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

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

AssetWorks will remain closely involved during this very critical period. AssetWorks will have one (1) resource on-site for the go live week. During the second week, AssetWorks will be available remotely on an as-needed basis to answer questions and make sure the cut-over is progressing well. Of course, additional on-site and off-site support and new development and/or items not part of the original production deployment plan is available to WHATCOM under a separate Statement of Work.

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

However, an additional **32** hours of post go-live support have been provided to WHATCOM for the Professional Services team to assist in areas of follow-up and further training required. WHATCOM can be transitioned to Customer Care and still utilize these Professional Services to refine and smooth out new processes in the months after go-live with an Implementation Consultant.

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

Deliverable for Deployment Services

- Customer begins use of FleetFocus in a live production operation

- Production rollout support for up to 48 hours

- Post go live support for up to 32 hours

FleetFocus Preliminary Schedule

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

WBS	Task Name	Duration	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12
A	⊿ COUNTY OF WHATCOM AssetWorks FleetFocus M5 Implementation	258 days												
A.1	⊿ Initiation	168 days												
A.1.1	⊿ Project Management Services	168 days												
A.1.1.1	Contract negotiations complete	0 days												
A.1.1.2	Prepare for and Conduct Remote Project Kick-off Meeting	5 days												
A.1.1.3	Project Management and Status Reporting	149 days												
A.1.2	▷ Hardware Acquisition Services	0 days												
A.1.3	▷ Software Application Installation Services	30 days												
A.2	⊿ Discovery	5 days												
A.2.1	Current State Discovery Review and System Overview	5 days												
A.3	⊿ Design	30 days												
A.3.1	⊿ System Setup Services	30 days												
A.3.1.1	Provide system set-up consulting	30 days												
A.4	⊿ Build	60 days												
A.4.1	▷ System Configuration Services	45 days												
A.4.2	⊿ Data Conversion Services	55 days												
A.4.2.1	Batch process training	5 days												
A.4.2.2	Load equipment master records	10 days												
A.4.2.3	Load part master records	10 days												
A.4.2.4	Load summary cost history	10 days												
A.4.2.9	Optional Additional Data Conversion Assistance	20 days												
A.4.3	⊿ Technical Services	20 days												
A.4.3.1	⊿ Existing FleetFocus Integrations & Initiatives	20 days												
A.4.3.1.1	MobileFocus SmartApps Implementation (Up to 3 Apps)	20 days												
A.4.3.1.2	Customer Access Module with PM Scheduling Installation	20 days												
A.4.3.1.3	Motor Pool Module & Reservations Portal Configuration	20 days												
A.4.3.1.4	API Module Installation and Overview Services	4 days												
A.4.3.1.5	Optional Billing Module Implementation	20 days												
A.5	⊿ Train & Test	41 days												
A.5.1	⊿ Testing Services	25 days												
A.5.1.1	Provide Standard Test Plan	5 days												
A.5.1.2	Support Standard Test Plan Execution	15 days												
A.5.2	⊿ Training Services	16 days												
A.5.2.1	Provide Standard Training Materials	5 days												
A.5.2.2	Prepare for Training	5 days												
A.5.2.3	Business Intelligence Training Services	2 days												
A.5.2.4	Provide training to system administrators	1 day												
A.5.2.5	Provide train the trainer	5 days												
A.6	⊿ Deployment	78 days												
A.6.1	⊿ Production Roll-Out Services	78 days												
A.6.1.1	Prepare for cut-over	5 days												
A.6.1.2	Commence Live Operations	0 days												
A.6.1.4	Provide go live support	9 days												
A.6.1.3	Provide post go live support	4 days												

Project Initiation Timeline

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

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

FleetFocus Milestone Schedule

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

Milestone #	Category/ Product	Milestone Name	Milestone Amount (USD)
Milestone 1	SaaS	One Time SaaS Environment and Reporting Database Setup Fee	$10,639.80 USD
Milestone 2	SmartApps	Installation of SmartApps in a Test and Production Environment	$3,457.93 USD
Milestone 3	SmartApps	Deliver SmartApps Training	$3,457.94 USD
Milestone 4	Motor Pool / Reservations	Motor Pool Module and Reservations Portal Configuration Complete in Production	$3,457.93 USD
Milestone 5	Customer Access	Installation of Customer Access Module in Production Environment	$7,093.20 USD
Milestone 6	API	Completion of API Module Installation and Overview Services	$2,216.62 USD
Optional Milestone 7	Billing Module	Configuration of Billing Module in Test Environment	$5,186.90 USD
Optional Milestone 8	Billing Module	Training on Billing Module in Test Environment	$5,186.90 USD

FleetFocus Optional Services

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

FleetFocus Standard Assumptions

The following general assumptions apply to this proposal:

General

- Professional services other than custom interfaces, enhancements and existing integrations/initiatives and other modules will be provided on a **Time & Materials** basis.
- Any custom interfaces, enhancements, existing integrations/initiatives and other modules as noted above will be provided on a **Fixed Fee** basis with specific milestone amounts and adheres to the milestone schedule listed above.
- All professional services delivered will be invoiced at the beginning of each month following their delivery.
- For all time and materials work provided in this Scope of Work as noted above, a signed change order and/or other legally approved amendment must be provided from the customer in order to proceed with the billing of

additional costs not contained in this scope of work. The only exception being travel costs as that is variable and travel is provided as an estimate.

- Any onsite services provided are done so as a minimum of three (3) days onsite and require a minimum of eight (8) hours a day to be billed by an AssetWorks' resource or four (4) hours if the resource is available for an additional half day.

- This Statement of Work assumes the customer is properly licensed/subscribed for the necessary module(s) to utilize any areas which require licensing/subscription as part of the delivery of professional services and custom development services.

- Only the modules identified in the accompanying license/SaaS agreement and also specifically noted in this Statement of Work are to be implemented.

- Modules and/or product enhancement services purchased after implementation has begun will require a change order or separate statement of work for services related to installation, setup, configuration and training.

- All modules and product functionality to be delivered as part of this Statement of Work assumes out of the box usage of FleetFocus. Out of the box usage assumes implementation is limited to only fields and functionality available in FleetFocus at the time of implementation and that implementation adheres to the FleetFocus data type and field length for all available fields, unless noted otherwise.

- Where applicable, standard training materials will be utilized; scope does not include customized training materials.

- Travel expenses will be reimbursed as incurred. Expenses include actual costs for lodging, air, and ground travel and per diem rates for meal expenses (corporate rate/government agreement).

- This Statement of Work does not include any costs associated with third party vendors or software not already provided by AssetWorks that may be needed to complete the implementation.

- AssetWorks is the author, owner, distributor and sole source provider of fleet management software, professional services and maintenance services for the FleetFocus™ family of products which includes FleetFocus, FASuite, CAM, AssetWorks EAM, M5, MCMS, FuelFocus, M4 and FleetFocus™. Use of the products is subject to the Software License Agreement.

- If this order is abandoned/paused by WHATCOM for any reason mid-effort, WHATCOM will be billed for all of AssetWorks time incurred at the current contracted labor rate.

Customer Resources

- All functional and operational groups who will be using and/or impacted by the new system should participate in all the sessions which will be conducted once. Repeating previously run sessions may require a change order for additional project budget.

- WHATCOM will provide the resources described in this Statement of Work to ensure a successful implementation of the products.

- WHATCOM 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 WHATCOM project team resources will be committed to the project as of the project start date.

- WHATCOM commits to training appropriate functional and technical resources as required.

- WHATCOM is responsible for all manual data entry.

- WHATCOM will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system. If additional meetings are required to repeat discussions due to the unavailability of WHATCOM resources, additional cost will be invoiced.

- AssetWorks will provide onsite training to WHATCOM (as outlined above) in a classroom environment suitable for training. AssetWorks recommends class size to not exceed 10 users to ensure proper attention can be given to individual users and maintain the needed pace to ensure training sessions are completed in a timely manner consistent with the training schedule. If training is proposed as all remote, then web conferencing tools will be used in place but the customer is still encouraged to not exceed 10 users to allow for effective training.
- WHATCOM will be responsible for preparing the training facility. The training facility should include hardware comparable to that found in the actual work place. Some end-user training can take directly in the storerooms or on the shop
- All training sessions will be based on standard application training materials. WHATCOM will be responsible for customizing training materials to meet its implementation requirements.
- WHATCOM will make appropriate technical resources available to AssetWorks' consultants.
- In the event that WHATCOM schedules on-site services and due to circumstances within WHATCOM'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 WHATCOM to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

Infrastructure

- WHATCOM will provide a project work area and infrastructure at the centralized implementation location appropriate for the size of the combined WHATCOM/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.
- WHATCOM will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
- WHATCOM is responsible for providing browser access to the FleetFocus™ application.
- WHATCOM is responsible for providing and maintaining TCP/IP connectivity with sufficient bandwidth from all user workstations to the FleetFocus™ servers.
- WHATCOM will receive all standard, out-of-the-box reports with the purchase of the reporting module; the reporting module leverages the Crystal Reports Server OEM Edition license. A non-production and production reporting environment will be implemented.
- WHATCOM will implement this solution such that all assets will be in a single production FuelFocus™ database. Only one "Company "is to be implemented as part of this Statement of Work. Additional database "Companies" will require a change order. A test database instance will also be available.
- The following information technology services are not included in this Statement of Work: network connections; telecommunications network(s); operating system, network and database administration; disaster recovery planning; the acquisition, installation, testing and tuning of any required hardware, operating software, peripherals and communications infrastructure.

Project Management and Risk Factors

- WHATCOM and AssetWorks will agree on scope, services, and deliverables for optional modules and services prior to the Notice to Proceed.
- WHATCOM project manager will be responsible for obtaining any required authorizations, approvals and/or signoffs by WHATCOM 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 WHATCOM 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 WHATCOM or WHATCOM resources assigned to the project.
- WHATCOM 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 WHATCOM will discuss these changes in good faith at their earliest opportunity.
- This proposed Statement of Work includes implementation support for only those optional modules, interfaces, and modifications listed in the task list. Any change to the proposed Statement of Work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements or change orders.
- Unless otherwise noted, all integration, enhancement and report development effort quoted in this proposed Statement of Work are an estimate based on AssetWorks' experience providing similar services for other clients based on our current understanding of the requirements. AssetWorks will develop a detailed Development Specification for all services before proceeding with any development.
- This Statement of Work includes services to determine WHATCOM's requirements and preparing the development specifications and quotes for only those development items identified in this Statement of Work. Any requirement analysis and specification work for additional items not identified in this Statement of Work would be done on a time and materials basis.

Project Delays

- When Professional Service days are contracted, they are removed from AssetWorks' capacity and considered sold to the customer, and as a result AssetWorks makes financial plans based upon the revenues it expects to achieve from the full performance of the contract. It is impossible for AssetWorks to know in advance whether or under what circumstances it would be able to resell the service days if the customer does not use them, either as the result of delaying or canceling meetings, tasks, or deliverables. In most instances, when customers do not use the contracted time, AssetWorks is unable to resell those days or services. Even when days or services may be resold, it is costly to re-market the services, and such efforts divert effort to do so. While customer days have been held out of AssetWorks' capacity planning, AssetWorks may have turned away or delayed the start of other customers in order to meet AssetWorks' commitment to the customer. For these reasons, AssetWorks and the customer agree that in the event of delay or cancellation of scheduled project tasks and meetings at the customer's request within two weeks of execution, AssetWorks shall be due compensation equal to the contracted amount to deliver the services cancelled including any travel expenses incurred in preparation for the delayed or cancelled services.

Technical Services / Interfaces

<u>**Custom Reports Standard Terms**</u>

- All custom reports require a licensed and installed Reporting Module in a non-production and production environment for reports to be run from the FleetFocus web portal.

- If AssetWorks is contracted to make modifications to a customer created report and identifies areas with incorrect design and/or data, AssetWorks will notify the customer immediately. If the customer requires AssetWorks to resolve the issue, it will require a change order.
- Customer is responsible for working with AssetWorks' Professional Services to provide their business process and identify specific system data mapping/elements requirements for the purposes of developing an approved functional and technical specifications for AssetWorks' Development to proceed with building a custom report.

Product Enhancements Standard Terms

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

Custom Notifications Standard Terms

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

Custom Interfaces Standard Terms

- The custom interface(s) assumes usage of all FleetFocus settings out of the box, no additional rules outside of standard application logic are to be used such as advanced lookups or data transformations unless noted above in the scope and assumptions.
- Interface is quoted for supported versions and only for a specific version if noted above in the scope and assumptions.
- The interface will be delivered in a future release if specified above or a custom package for customer's current version, as determined by AssetWorks during the development phase. Interfaces are quoted for supported versions and assumed logic is quoted utilizing the latest major build release. If a version of the interface is requested to be delivered that is lower than the version noted in the approved specification, it will require a change order.

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

Custom Deliverable(s) Standard Terms

- This quote assumes customer is properly licensed for necessary module(s) to utilize any areas which require licensing.
- All custom deliverable(s) (interfaces, reports, enhancements and/or notifications) or changes to out of the box reports and/or notifications assumes that only fields currently available within FleetFocus are available to be sent and all fields, screens and tables utilized adhere to the FleetFocus data type and field length of the specific field, unless noted above in the scope and assumptions of this Statement of Work.
- All technical services must be re-quoted and AssetWorks reserves the right to adjust the quoted delivery version and standard delivery timeline, if not signed with 60 days of delivery of the quote or earlier if noted above.

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

Logistical and Scheduling Support

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

Procedures for Handling Change Orders

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

Confidentiality

This proposed Statement of Work (SOW) contains CONFIDENTIAL INFORMATION of AssetWorks Inc. In consideration of the receipt of this document, WHATCOM agrees to not reproduce or disclose this information except to WHATCOM employees directly involved on a "Need to Know" basis. Except as required by the Public Records Act.

SOW Signature Block

COUNTY OF WHATCOM Authorized Representative:			
Signature:		Date:	
AssetWorks Authorized Representative:			
Signature:		Date:	

Contractors Service Level Standard – Additional Terms and Conditions (SaaS – GSA)

Hosting/SaaS Scope of Services. AssetWorks provides hosting services via a third-party data center ("Hosted Environment") inclusive with subscriptions to SaaS and to support installation and upgrade management of Software licensed by Customer ("Hosting Services"). If the Order includes Hosting Services or SaaS, then the Service/SaaS for purpose of the Agreement includes the following:

Application. Application refers to AssetWorks' proprietary software and third-party software listed on the Order.

Support Software. Support Software includes the operating service, utilities, database software, and all necessary licenses required to operate the Application as detailed in the Documentation.

Hosted Environment Hardware. Server infrastructure using redundant web and database servers deployed within the Hosted Environment. If required, Customer will provide the telecommunications equipment, communications line, and services for connecting Customer's site to the Hosted Environment.

Database Instances. AssetWorks will maintain a single production database instance to provide the daily, real-time transaction data to the Users and will populate a test database (if applicable) with Customer's production data up to four (4) times in any twelve (12) month period at no additional cost. Updates or patches are first introduced to the test environment and it is Customer's responsibility to perform testing and report any errors within ten (10) days. If Customer does not report any errors within ten (10) days, the new release or patch will then be discharged in the production environment. AssetWorks may use the test environment to trouble shoot or configure and test new functionalities or reports. A Reporting Database may be provided for an additional fee on a 24-hour refresh.

Custom Reports. For an additional charge pursuant to a Statement of Work, AssetWorks will certify a Customer-built ad-hoc report for scheduling execution from within the Application directly against the production database, certifying that the report performs within appropriate performance guidelines and does not cause unacceptable response time issues. Once certified, AssetWorks will install the report into Customer's production environment to make it available for execution submission from within the Application.

Backups. Hosted Environment database and incremental file Service backups are performed daily with local retention at fifteen (15) to thirty (30) days, local workloads enabled with cloud tiering to Microsoft Azure Blob storage for archive data from thirty-one (31) to ninety (90) days; target recovery time objective (RTO) is forty-eight (48) hours or maximum of four (4) business days; Recovery Point Objective (RPO) under one (1) minute.

Hours of Service Operation. The Application will be accessible and available to Customer and capable of normal operating functions twenty-four (24) hours-per-day, seven (7) days-per-week, except for periods of scheduled maintenance and AssetWorks' approved outages with prior customer notification. AssetWorks will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond AssetWorks' external network interface, nor will those hours of inaccessibility count as unavailable.

Hosted Environment Maintenance. AssetWorks will complete routine maintenance (typically between 2-4 major releases per year with minor releases/patches added as needed) on the Hosted Environment. Upgrade/patch notifications are normally sent two (2) business days in advance and generally occur during off-hours. All routine, additional, and emergency maintenance will be considered a period of scheduled maintenance. AssetWorks will endeavor to provide at least thirty (30) days' notice to any changes in the schedule. If AssetWorks is required to perform additional non-emergency maintenance outside of the scheduled maintenance window, it will notify Customer in writing of its request and Parties will mutually agree on the downtime.

Data Classification. The Hosted Environment maintains SSAE-16 SOC 2 certification/ISO27001 compliance as a facility housing CUI (Controlled Unclassified Information) data based on the DOJ assessment using NIST 800-53 guidelines for FISMA (Federal Information Standards Management Agency) standards. (SC Information Service = [(confidentiality, MODERATE), (integrity, LOW), (availability, LOW)].

Customer Responsibilities. The Service/SaaS specifically excludes the following items which Customer agrees to be responsible for:

Maintenance Exclusions. Maintenance does not include: (a) custom programming, consulting, configuration services, and upgrade support; (b) on-site support or installation, travel, hotel, and per-diem expenses related thereto;

(c) support of any software other than the Software accessed as part of the Service; (d) training; (e) support for third-party integrations; (f) support of Customer's computer equipment, servers, printers, or problems which arise therefrom; (g) remediation of issues resulting from: Customer's misuse of the Software or data files in contravention of the Documentation, failure to implement a mandatory revision or update the Software to a current or supported version when recommended, failure to obtain or decision to otherwise previously forgo Maintenance; (h) diagnostic assistance for issues unrelated to a Deviation; and (i) any Professional Services which AssetWorks ordinarily performs pursuant to a SOW

Proper Use. Ensuring the Service is used in accordance with this Agreement and in a manner that does not violate nor threaten to violate applicable laws or rights of others (such as by inputting Excluded Data into the Service) and promptly notifying AssetWorks upon discovery of misuse or suspected misuse by Customer, its Users, or any third party.

Unauthorized Access. Customer shall take reasonable steps to prevent unauthorized access to the Service such as by protecting passwords and securely managing log-in credential. Customer shall notify AssetWorks immediately of any suspected unauthorized use of the Service or breach of its security and shall use best efforts to stop said breach.

Key Personnel Assigning primary and alternate Customer-designated key personnel to coordinate all communications and activities related to the Services on a regular basis.

Customer SOW Resources Customer will provide, maintain, and make available to AssetWorks, at Customer's expense and in a timely manner, the resources described in the SOW and such additional resources as AssetWorks may reasonably request in connection with AssetWorks' performance of the Professional Services. Delays in the provision of these resources may result in delays in the performance of the Professional Services and/or additional fee. Customer will designate qualified representatives with project management responsibilities and/or decision making authority to consult with AssetWorks on a regular basis in connection with the Professional Services. Customer will furnish such documentation and other information as is reasonably necessary to perform the Professional Services. Customer will meet all assumptions noted in the SOW and agrees to be responsible for any additional fees should any SOW assumptions not be met. Includes Customer's hardware responsibilities.

Customer Credentials & Application-level Security. Providing up-to-date user identification data, determining the appropriate security profile for each User, keeping all User identifications and passwords secure ("Customer Credentials"), and promptly notifying AssetWorks upon suspicion that Customer Credentials were compromised. Customer is solely responsible for application-level security and for secure management of Customer Credentials.

Customer's Site. Installation, operation, and maintenance of all workstation software, existing data communications and configurations, LAN, hardware, or other application software required at Customer's site. Customer will furnish access to Customer's premises and appropriate workspace for any AssetWorks personnel working at Customer's premises, or license necessary for performance of those on-premises portions of the Professional Services.

Customer's Environment. Ensuring only one (1) copy of the Software is used in the Customer Environment which is compliant with the Documentation.

Testing updates, fixes, and upgrades. Customer will test updates applied by AssetWorks. *In the event that AssetWorks provides Customer with more than one production environment*, then, with the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the production environment within a mutually agreed upon timeframe and upgrades will be moved to production by AssetWorks at the end of the Customer testing period unless specific problems are documented in writing to AssetWorks.

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

Service Level Objectives.

Availability. AssetWorks will use commercially reasonable efforts to provide Services with an average of 99% Availability for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to Customer's ability (i.e. documented inability) to access the Service during such quarter, and will be calculated as follows:

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

"X" is the Availability of the Service during the quarter;

"Y" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to access the Service because of: (a) regularly scheduled maintenance windows and for times in which Customer has been notified in writing (including e-mail) by AssetWorks in advance thereof; (b) Force Majeure; (c) non-performance of hardware, software, Customer's internet service provider (ISP) connections, and/or non-performance of other equipment that is neither provided nor certified by AssetWorks for use in conjunction with the Service (except as such non-performance is directly or indirectly caused by AssetWorks); and

"Z" is the number of hours in such month during which the Customer is unable to access the Service (other than for reasons set forth in the definition of "Y" above); provided that AssetWorks has been notified, is otherwise aware, or reasonably should be aware of Customer's inability to access the Service.

Service Credit. In the event the average Availability for the Service is less than ninety-nine percent (99%) during any two (2) consecutive quarters, Customer will receive a service credit (i.e. fee adjustment) to its account with AssetWorks of five percent (5%) of the amount of a quarter's aggregate Service fees paid or payable by Customer to AssetWorks. AssetWorks' obligation to provide the service credit set forth above is conditioned on Customer providing detailed written notice of its contention that AssetWorks was unable to meet the applicable Availability levels within fifteen (15) days of the relevant quarter's end as provided in the notice section of this Agreement. Upon receipt of such notice, AssetWorks shall have thirty (30) days to investigate the contention and, if it is determined that AssetWorks did in fact fail to meet the applicable Availability levels, Customer will receive the appropriate service credit to its account during the next invoice cycle. THE SERVICE CREDIT SET FORTH ABOVE SHALL BE CUSTOMER'S SOLE REMEDY AND ASSETWORKS' ENTIRE LIABILITY IN THE EVENT OF A BREACH OF THESE SERVICE LEVEL OBJECTIVES INCLUDING THE FAILURE OF ANY AVAILABILITY MEASUREMENTS TO MEET THE THRESHOLDS SET FORTH ABOVE.

AssetWORKS

ORDER FORM

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

Order #: Q-11393-5
Date: 08/18/2024
Expires On: 10/30/2024

Ship To
Garrett Reynolds
County of Whatcom
Fleet Manager
901 West Smith Road
Bellingham, Washington 98226
United States
360-778-6417
(360)380-8115
greynold@co.whatcom.wa.us

Bill To
County of Whatcom
Fleet Manager
901 West Smith Road
Bellingham, Washington 98226
United States

This Order Form and statement of work SOW-Q-11393 are subject to the terms and conditions of the GSA Contract #: GS-35F-317GA contract which are hereby incorporated into this Order Form. Parties agree to be bound by those terms and conditions.

FleetFocus M5 SaaS

Description	QTY	Annual Unit Cost	List Cost	GSA Total (Whatcom County Price)
SaaS – FleetFocus (GSA - Base Price) Base annual price per link above is $42.00 per unit per year $42.00 * 800 units = $33,600.00 Base Price = $33,600.00 Base Included modules Invoiced upon URL being made available to customer	800	USD 42.00	USD 35,616.00	USD 33,600.00
KPI/Dashboards Module	800	USD 0.00	USD 0.00	Included
Ad Hoc Reporting Module	800	USD 0.00	USD 0.00	Included
Shop Activity Module	800	USD 0.00	USD 0.00	Included
Screen Designer Module	800	USD 0.00	USD 0.00	Included
Integration Manager and AssetWorks APIs Subscription	800	USD 0.00	USD 0.00	Included
Customer Access Module	800	USD 0.00	USD 0.00	Included
Motor Pool Module (GSA – Motor Pool) – 10% of Base Price Base Price ($42.00) * 10% = $4.20 * 800 units = $3,360.00	800	USD 4.20	USD 3,561.60	USD 3,360.00
Motor Pool Reservations Module (GSA Reservations) Base price ($42.00) * 5% = $2.50 * 800 units = $1,680.00	800	USD 2.10	USD 1,780.80	USD 1,680.00
MobileFocus / SmartApps, Enterprise (GSA MobileFocus) Base price ($42.00) * 25% = $10.50 * 800 units = $8,400.00	800	USD 10.50	USD 8,904.00	USD 8,400.00
SaaS Total:			USD 49,862.40	USD 47,040.00

FleetFocus M5 SaaS – Server Setup

Description	List Total	GSA Total
One-Time SaaS Environment and Reporting Database Setup Fee (GSA – Server Setup) - Fixed fee per Link Above	USD 10,560.00	USD 10,107.81
SaaS Server Setup Total:	USD 10,560.00	USD 10,107.81

FleetFocus M5 Professional Services Implementation   .

Description	List Total	GSA Total
Project Management Services (GSA -Processional Services) - $216.12 hourly rate * 88 hours = $19,018.64	USD 19,360.00	USD 19,018.64
Project Kickoff & Orientation Services (GSA -Processional Services) - $216.12 hourly rate * 12 hours = $2,593.45	USD 2,640.00	USD 2,593.45
System Setup Services (GSA -Processional Services) - $216.12 hourly rate * 40 hours = 8,644.84	USD 8,800.00	USD 8,644.84
System Configuration/Design Services (GSA -Processional Services) - $216.12 hourly rate * 56 hours = 12,102.77	USD 12,320.00	USD 12,102.77
Data Conversion Services (GSA -Processional Services) - $216.12 hourly rate * 84 hours = $18,154.16	USD 18,480.00	USD 18,154.16
MobileFocus SmartApps Implementation Services (Up to 3 Apps) (GSA -Processional Services) - $216.12 hourly rate * 32 hours = $6,915.87	USD 7,040.00	USD 6,915.87
Installation of Customer Access Module with PM Scheduling in Production Environment (GSA -Processional Services) - $216.12 hourly rate * 32 hours = $6,915.84	USD 7,040.00	USD 6,915.84
Business Intelligence Training Services (Dashboards, Ad Hoc, Database, and Reports Training) (GSA -Processional Services) - $216.12 hourly rate * 16 hours = $3,457.92	USD 3,520.00	USD 3,457.92
Motor Pool Module and Reservations Portal Configuration Services (GSA -Processional Services) - $216.12 hourly rate * 16 hours = $3,457.92	USD 3,520.00	USD 3,457.92
API Module Installation and Overview Services (GSA -Processional Services) - $216.12 hourly rate * 10 hours = $2,161.20	USD 2,200.00	USD 2,161.20
Testing Services (GSA -Processional Services) - $216.12 hourly rate * 24 hours = $5,186.88	USD 5,280.00	USD 5,186.88
- Training Services (1 trip - onsite) (GSA -Processional Services) $216.12 hourly rate * 40 hours = $8,644.80	USD 8,800.00	USD 8,644.80
Go Live Support Services (1 trip - onsite) (GSA -Processional Services) - $216.12 hourly rate * 48 hours = $10,373.76	USD 10,560.00	USD 10,373.76
Post Go Live Services (1 trip - onsite) (GSA -Processional Services) - $216.12 hourly rate * 32 hours = $6,915.84	USD 7,040.00	USD 6,915.84
Estimated Travel Services (3 Trips) (Travel expenses will be submitted actuals per local GSA rate)	USD 7,500.00	USD 7,500.00
M5 Professional Services Implementation Total:	USD 124,000.00	USD 122,043.89

Additional Data Conversion Services

Description	QTY	List Total	GSA Total
Data Conversion Services - 36 additional optional hours for data conversion assistance (Time & Materials) ([GSA -Processional Services](#)) - $216.12 hourly rate * 36 hours = $7,780.32	36	USD 7,920.00	USD 7,780.32
101Additional Data Conversion Services Total:		USD 7,920.00	USD 7,780.32

Billing Module Services

Description	QTY	List Total	Line Total
Billing Module Implementation Services (Does not include custom integration development work. It is anticipated Open API would be used for possible integration)) ([GSA -Processional Services](#)) $216.12 hourly rate * 48 hours = $10,373.76	48	USD 10,560.00	USD 10,373.76
Billing Module Services Total:		USD 10,560.00	USD 10,373.76

Grand Total:	**List** USD 202,902.40	**GSA** USD: 197,345.78

FleetFocus M5 – Five-year totals

Description	GSA Total
FleetFocus M5 – Year 1 Total	USD 197,578.71
FleetFocus M5 – Year 2 Total	USD 50,332.8
FleetFocus M5 – Year 3 Total	USD 53,856.10
FleetFocus M5 – Year 4 Total	USD 57,626.02
FleetFocus M5 – Year 5 Total	USD 61,659.84

Accepted by Customer: **Accepted by AssetWorks:**

Signature: _____   **Signature:** _____

Name (Print): _____   **Name (Print):** _____

Title: _____   **Title:** _____

Date: _____   **Date:** _____

Please sign and email to Jim Hammond at jim.hammond@assetworks.com.

THANK YOU FOR YOUR BUSINESS!