

**Information Technology Department  
Memorandum #12-01**

**DATE:** January 12, 2012

**TO:** Honorable Mayor Joyce Downing and City Council Members

**FROM:** William Simmons, City Manager  
Bob Lehr, Information Technology Director *WAS*  
David Willett, Director of Public Works *DL*  
Norm Bell, Public Works Superintendent *NB*

**SUBJECT:** CR-4 Fleet Maintenance Software Procurement

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**BACKGROUND**

The Integrated Technology Master Plan was designed to update out of date manual processes and replace inefficient technology systems throughout the city with current integrated technology. Up to date technology streamlines processes and provides easily accessible data for better decision making. The current fleet maintenance system is the last application running on the City's legacy "Alpha" main-frame computer system. Hardware and database maintenance costs for the Alpha are approximately \$18,000/year. Once the fleet maintenance system is replaced the Alpha will be retired.

The Fleet Division maintains close to 250 pieces of equipment. The fleet maintenance software manages preventative maintenance activities, prioritization of equipment replacement, and tracks repair and maintenance histories, fuel consumption, and a parts inventory. Improved preventative maintenance scheduling and notification along with better reporting will help to reduce equipment down time and increase the longevity of the equipment.

Below is a summary of the three companies that responded to the City's RFP:

<b>Software Vendor</b>	<b>Purchase Price</b>	<b>Annual Maintenance</b>
Faster Asset Solutions	\$104,400.00	\$10,600.00
Core Partners Inc.	\$96,535.00	\$19,307.00
AssetWorks Inc.	\$81,324.00	\$4,039.00

Staff attended software demonstrations from each vendor to review the functionality of their software and recommends approval for the purchase of the AssetWorks fleet maintenance system. AssetWorks is the least expensive system, has the functionality required by the Fleet Division and the software will interface with the City's financial management software (Springbrook).

**BUDGET/TIME IMPLICATIONS**

The cost of the Fleet Maintenance Software as proposed is \$81,324.00, which includes the first year's annual maintenance cost. The proposed purchase would be funded out of the 2011 Capital

Improvement Fund as part of the Integrated Technology Master Plan project, in the General Fund. Future year's annual maintenance costs will be funded out of the Public Works Operating Budget.

#### **RECOMMENDATION**

Attached to this memorandum is a Resolution that, if approved, would allow the City Manager to issue a Purchase Order to AssetWorks Inc. in the amount \$81,324.00 for the purchase of the software, training, and services necessary for the implementation of a fleet maintenance software system. Staff recommends approval of this resolution.

#### **STAFF REFERENCE**

Bob Lehr at [blehr@northglenn.org](mailto:blehr@northglenn.org) or 303.450.8771

David Willett at [dwillett@northglenn.org](mailto:dwillett@northglenn.org) or 303.450.8783

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-4  
Series of 2012

\_\_\_\_\_  
Series of 2012

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO ASSETWORKS IN AN AMOUNT NOT TO EXCEED \$81,324.00 FOR THE PURCHASE OF SOFTWARE FOR THE FLEET MAINTENANCE PROGRAM

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City Manager is hereby authorized to issue a Purchase Order to AssetWorks in an amount not to exceed \$81,324.00 for the purchase of software for the Fleet Maintenance Program.

DATED at Northglenn, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
JOYCE DOWNING  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

Date: December 19, 2011

### City of Northglenn

*This Order Schedule is issued pursuant to attached Agreements and the parties agree to be bound by the terms therein. The terms and conditions herein shall apply to the purchase described below if this Order form is signed on or by **March 18, 2012**.*

#### Customer Information:

**Contact Name:** Bob Lehr  
**Contact Phone:** 303.450.8771  
**Contact Email:** blehr@northglenn.org

#### Summary Pricing:

Project Summary	Line Total
Software and Maintenance	\$ 19,914.00
Professional Services	\$ 56,160.00
Estimated Travel Expenses	\$ 5,250.00
Project Total	\$ 81,324.00

#### Annual Maintenance-3 year projection:

Annual Maintenance-3 Year Projection	Year
Year One (Included)	\$ 3,847.00
Year Two	\$ 4,039.35
year Three	\$ 4,241.32
Total Three Year Maintenance	\$ 12,127.67

### Software Pricing:

FleetFocus Software	Quantity	Unit Price	Line Total
FleetFocusFA Standard License: Active Equipment Units			
Base System Charge, Non-transit vehicle assets	275	\$ 48.00	\$ 13,200.00
<i>Subtotal - Standard License</i>			\$ 13,200.00
<b>Optional Modules</b>			
Shop Activity Module		10%	\$ 1,320.00
Reporting Module		5%	\$ 660.00
MAXQueue Integration Module		5%	\$ 660.00
Crystal Reports Server Embedded 2008	1	\$ 2,900.00	\$ 2,900.00
Crystal Reports Professional 2008 (First License)	1	Included	\$ -
Crystal Reports Professional 2008 (Additional Licenses)	1	\$ 495.00	\$ 495.00
		<b>Subtotal</b>	\$ 19,235.00
		<b>Software Maintenance - Year 1</b>	\$ 3,847.00
		* 20% Discount	\$ (3,168.00)
		<b>Subtotal Software</b>	\$ 19,914.00

\*Discount applies with purchase of optional modules

### Services Pricing:

Professional Services	Estimated Hours	Line Total
Project Management and Oversight	36	\$ 7,020.00
Software Installation	12	\$ 2,340.00
Software Configuration and Business Process Services	44	\$ 8,580.00
Data Load Assistance Services	32	\$ 6,240.00
Training Services	32	\$ 6,240.00
Support live operations	32	\$ 6,240.00
Configure Automated Fuel Interface	12	\$ 2,340.00
Develop and Configure Work Order Costs to GL Interface	48	\$ 9,360.00
Develop and Configure Fuel Costs to GL Interface	40	\$ 7,800.00
	<b>Subtotal</b>	\$ 56,160.00
	<b>Estimated Travel Expenses</b>	\$ 5,250.00
	<b>Total Professional Services</b>	\$ 61,410.00

In the event Customer's business practices require that Customer issue a purchase order number prior to payment of any AssetWorks invoices issued under this Agreement, then such purchase order number must be entered below. Customer's execution of the Order Form without designating a purchase order number shall be deemed Customer's acknowledgement that no purchase order number is required for payment of invoices hereunder.

**Purchase Order Number:** \_\_\_\_\_

**Amount: \$81,324.00**

The following general assumptions apply to this proposal for AssetWorks and its subcontractors:

1. The costs for this project are provided on a time and materials basis. Actual hours and costs may be less than or greater than estimates.
2. AssetWorks' consulting estimates do not include installation and/or configuration of any computer hardware and peripheral equipment. The end user will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
3. Customer will purchase all hardware and software necessary for implementation, either through the AssetWorks product purchase schedule or through other means.
4. Customer will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system.
5. Customer is responsible for TCP/IP connectivity from all client workstations to the Customer's AssetWorks servers.
6. 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' Customer Support department.
7. Customer will make appropriate technical resources available to AssetWorks' consultants.
8. All training sessions will use standard application training materials.
9. This Proposal does not include any tailoring or customization of the GUI.
10. AssetWorks will perform as specified in the system documentation.
11. In the event the customer schedules on-site services and, due to circumstances within its 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 eight-hour day. AssetWorks provides on-site services on the basis of an eight-hour minimum per day per person.
12. AssetWorks will bill time for any travel over 8-hours (at \$200.00 per hour)
13. All travel estimates are estimates, AssetWorks will bill actual travel, monthly as incurred.

### AssetWorks SOFTWARE LICENSE AGREEMENT (SLA)

This License Agreement applies to all software provided to you by AssetWorks, Inc., a Delaware corporation ("AssetWorks") including software owned by AssetWorks and software owned by other parties that is embedded in software owned by AssetWorks or that is included in hardware provided by AssetWorks. You (CUSTOMER) should carefully read the following terms and conditions before installing the software or using AssetWorks supplied hardware that contains the software. Continuing installation of the software or use of the software or AssetWorks supplied hardware indicates your acceptance of the terms and conditions of this agreement. If you do not agree with the terms and conditions of this agreement, you should not install or use this software.

AssetWorks grants to CUSTOMER a non-exclusive, perpetual non-transferable license to make use of the software specified in the proposal (herein "Software") on the CUSTOMER's database servers, and application servers and/or web servers (referred to as the "Enterprise"); You assume responsibility for the selection of the software and/or the software on hardware to achieve your intended results, and for the installation, use and results obtained.

#### **License**

CUSTOMER shall have the right to use only one copy or image of the Software for production purposes to manage up to the number of Active Equipment Units identified in the Proposal. "Active Equipment Unit" shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted. CUSTOMER may increase the number of authorized Active Equipment Units by executing a subsequent Product Schedule and paying in full the applicable fees. Upon signing the subsequent Product Schedule and paying in full the applicable fees, CUSTOMER shall have the right to monitor the revised number of Active Equipment Units as set forth in the subsequent Product Schedule.

Customer may make one copy of the software for backup purposes. The backup copy must contain the complete program name, copyright and trademark notices. Backup copies are for your use only and cannot be assigned or transferred to another person or used on another computer.

**1. RESTRICTIONS.** You cannot sell, rent, lease, loan, transfer, distribute, copy electronically, or transfer any copy or part of this software without prior written consent of AssetWorks and the payment of additional license fees. You cannot modify, translate, disassemble, decompile, or create derivative works of the software or any copy in whole or in part.

**3. FEES AND PAYMENT.** All fees set forth in AssetWorks' quote are payable by CUSTOMER within thirty (30) days of receipt of invoice

**4. NO OTHER RIGHTS.** Except as stated herein, this Agreement does not grant you any rights to patents, copyrights, trade secrets, trade names, trademarks, (whether registered or unregistered), or any other rights or franchises in respect to the software and its documentation.

**5. TERM.** This license is effective until terminated. You can terminate it at any time by destroying the software including all media and documentation and erasing any copies residing on your system. Or, AssetWorks can terminate this License immediately for nonpayment of license fees or if you fail to comply with the terms and conditions of this Agreement.

**6. TRANSFER.** You cannot transfer, sublicense, or assign the license or the software except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign or transfer any of the rights, duties, or obligations hereunder is void and will terminate your license.

**7. WARRANTY DISCLAIMER/LIMITED WARRANTY.** THIS SOFTWARE IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE USE, PERFORMANCE AND RESULTS OF USING THE SOFTWARE AND ITS DOCUMENTATION IS WITH YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU CAN ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

**8. Limitation of liability** In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred, limited to the amount of fees for which AssetWorks contracted under the quote that is the subject of the claim provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.

Irrespective of the basis of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

**10. ACCEPTANCE.** By installing the software or using the AssetWorks supplied hardware that contains the software, you acknowledge that you have read this Agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the Agreement between us which

supersedes any proposal or prior agreement, oral, or written, and any other communications between us relating to the subject matter of this Agreement.

**11. THIRD PARTY SOFTWARE.** If the software is delivered to you preinstalled in AssetWorks supplied hardware, then additional license terms and conditions may apply to third party software included in the AssetWorks supplied hardware. The additional terms and conditions that apply to such third party software may be included in printed materials delivered with the AssetWorks supplied hardware or in online or electronic documentation included in the AssetWorks supplied hardware.

**12. GENERAL.** This Agreement will be governed by the laws of the state of Delaware. If any provisions of this Agreement shall be held by any court of competent jurisdiction to be contrary to the law, the provisions will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect. Neither party will assign or transfer its interest in this Agreement without the prior written consent of the other party.

You must comply fully with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Software, nor any direct products

thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. AssetWorks may audit your use of the software. All terms of any order document shall be superseded by this License. You will be entitled to support described in the Maintenance terms set forth below, provided you are current on payments.

**13. ADDITIONAL PROVISIONS.** No other party or company may make any warranty, either express or implied, regarding the software, its merchantability or its fitness for any particular purpose.

**14. Notices Addresses:**

**AssetWorks, Inc.**

998 Old Eagle School Rd. - Suite 1215

Wayne, PA 19087

Attn.: John Hines

Division President

### AssetWorks SOFTWARE MAINTENANCE AGREEMENT (SMA)

**1. Term**

Maintenance shall commence immediately upon the Effective Date and shall have a term of twelve (12) months. The term shall automatically renew each year thereafter for an additional twelve (12) month period unless terminated as set forth below.

**2. Correction of Deviations**

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

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

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

**3. Software Revisions and New Versions**

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

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

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

iii. No charge shall be made to the CUSTOMER for either Mandatory Revisions or Optional Revisions.

b. New versions ("New Versions") of the Software may be issued by AssetWorks from time to time. Compared to a Revision, a New Version substantially improves the performance of the Software and/or substantially increases its functionality and capability. AssetWorks, in its sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Versions for which there may be a charge.

**4. Telephone Hotline Assistance**

AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests, Monday through Friday, excluding State holidays, during normal business hours, that may be made by the CUSTOMER relating to the application and operation of the



Software. At other times such personnel are available by beeper for emergencies.

### 5. Technical Literature

AssetWorks shall make available to the CUSTOMER all technical literature that is considered by AssetWorks to be relevant to the Software and its use within the scope of CUSTOMER's operations.

### 6. Transmission

All Revisions and New Versions will be transmitted to the CUSTOMER on magnetic tape, magnetic disk or other suitable media, at the option of AssetWorks. The CUSTOMER shall be solely responsible for mounting the media and executing the appropriate instructions in order to transfer the Revisions or New Versions onto its system.

### 7. Remote Diagnostic Access

The CUSTOMER shall provide appropriate modem facilities by which AssetWorks may, with the permission of the CUSTOMER, remotely access the Software for the purpose of remote diagnostics and support.

### 8. Proper Use

- a. The CUSTOMER agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.
- b. In the event that the CUSTOMER or its agents misuses the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although AssetWorks is not obligated to correct such misuse, AssetWorks shall be entitled to attempt to correct the situation, if possible, at CUSTOMER'S expense.
- c. In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the CUSTOMER, relates to problems not caused by a Deviation in the Software, such assistance shall be at the CUSTOMER's expense.

### 9. Software Maintenance Fee – Paid Up License

In consideration of the Maintenance services to be provided by AssetWorks for each twelve month period hereunder, CUSTOMER shall pay to AssetWorks an amount equal to twenty percent (20%) of the total amount of the non-discounted License Fee for the Software in effect at the time of the renewal.

### 10. Additional Software Maintenance Fee – Paid Up License

In the event the CUSTOMER acquires Software in addition to that indicated in the proposal (the "Additional Software"), the Maintenance shall automatically be extended to cover the Additional Software, and the CUSTOMER shall pay an additional annual Maintenance fee in an amount equal to twenty percent (20%) of the then current license fee for the Additional Software starting with the next renewal date unless otherwise agreed by the parties in writing.

### 11. Other Fees and Expenses

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

### 12. Payment Terms

- a. Annual payments for Maintenance will be due in advance of the commencement of the initial one-year term of the Maintenance and each anniversary thereafter.
- b. AssetWorks reserves the right to change the annual Maintenance fee by providing CUSTOMER written notice of the increase at least thirty (30) days prior to any scheduled renewal date.
- c. AssetWorks reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the date of the invoice.

### 13. Default and Termination

- a. The CUSTOMER shall have the right to terminate Maintenance upon delivery of written notice at least ninety (90) days prior to any scheduled renewal date.
- b. AssetWorks may cancel Maintenance in the event that the CUSTOMER does not implement a Mandatory Revision within sixty (60) days of receipt thereof or such longer period as AssetWorks may consent to in writing. In the event that CUSTOMER does not implement a Mandatory Revision within thirty (30) days following receipt of written notice from AssetWorks of CUSTOMER's failure to implement a Mandatory Revision, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER.
- c. In the event of any breach of the terms and conditions of this Agreement by the CUSTOMER, AssetWorks will, by written notice to the CUSTOMER, give the CUSTOMER a period of thirty (30) days within which to institute remedies to correct such breach. In the event that such breach has not been corrected to AssetWorks' satisfaction within said thirty (30) day period, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER.
- d. In the event that Maintenance is terminated by AssetWorks, AssetWorks shall have no continuing obligations to the CUSTOMER of any nature whatsoever with respect to Maintenance. Furthermore, termination by AssetWorks pursuant to the provisions hereof shall be without prejudice to any right or recourse available to AssetWorks, and without prejudice to AssetWorks' right to collect any amounts, which remain due to it hereunder.

### 14. Limitation of Liability

- a. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred (including cost of cover), limited to the amount of fees paid to AssetWorks for maintenance services; provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.
- b. Irrespective of the basis or theory of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind,

including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

### 15. General Terms

- a. Neither AssetWorks nor CUSTOMER will assign or transfer its interest in this Agreement or any Attachment without the prior written consent of the other party.
- b. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- c.. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.
- d.. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.
- e. This Agreement, including its interpretation and enforcement, will be governed by the substantive laws of the Commonwealth of Delaware excluding its conflict of laws rules.
- g. In the event of any dispute arising in the performance of this Agreement or any Attachment, AssetWorks and the CUSTOMER will seek to resolve such dispute through good faith, amicable discussions and negotiations. Any specific agreed upon problem escalation procedure will be stated

- in the related Attachment. In the event of a conflict between the terms of an Attachment and this Agreement, the Attachment shall control unless otherwise provided in the Attachment. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.
- h. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including, without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.
  - i. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties.

## ASSETWORKS STANDARD PROFESSIONAL SERVICES AGREEMENT

### 1. SERVICES

This Agreement shall apply each time Customer engages ASSETWORKS to provide services. All services provided will be described in a ASSETWORKS quotation (see above) or a mutually agreed upon "Statement of Work" ("SOW") as applicable (hereinafter referred to as "Services"), if attached.

### 2. TERMS

**2.1 Requests for Service; Quotes and Orders.** Customer shall sign and return this agreement for the initial order for Services. All subsequent orders for Services must specify ASSETWORKS'S quotation (if any), and reference the Service(s) requested and invoice address. Customer may place orders in writing, by telephone or by facsimile transmission. Telephone orders must be confirmed in writing or by facsimile. All orders are subject to acceptance by ASSETWORKS.

**2.2 Prices.** The prices charged for Services purchased under this Agreement will be ASSETWORKS'S then current charges for such services in each ASSETWORKS region or as quoted by ASSETWORKS. If the Services are being performed on a time and materials basis, any estimates provided by ASSETWORKS are for planning purposes only.

**2.3 Additional Fees; Taxes.** Prices are exclusive of all country, provincial, state and local sales, use, value added, excise, privilege, franchise and similar taxes. Taxes imposed on ASSETWORKS (other than taxes related to ASSETWORKS' income) in connection with the Services purchased under this Agreement will be paid by Customer and will appear as separate items on ASSETWORKS'S invoices.

**2.4 Invoicing and Payment.** Customer's payment terms will be net thirty (30) days from the date of invoice.

**2.5 Term.** This Agreement will begin on the effective date stated above and will continue until terminated in accordance with its terms. Each SOW will continue for the term stated therein, unless otherwise terminated pursuant to this Agreement.

**2.6 Termination.** Either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other. Termination of the Agreement will not terminate any outstanding SOWs and the terms of this Agreement will survive such termination to the extent that such terms are incorporated into any outstanding SOWs. Either party may terminate an individual SOW if the other party commits a material breach of such an agreement and the breach is not cured within thirty (30) days of receipt of written notice from the injured party. Termination of one or more SOW will not terminate this Agreement. Upon

termination, all rights and obligations of the parties under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations and any obligations that expressly or by implication are intended to survive termination.

### 3. PROPRIETARY RIGHTS

ASSETWORKS will retain exclusive ownership in all deliverables created by ASSETWORKS hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by ASSETWORKS under this Agreement. ASSETWORKS will also retain all intellectual property rights with respect to the tools and/or software that ASSETWORKS uses to deliver the Services. Subject to payment in full for the applicable Services, ASSETWORKS grants Customer a perpetual, non-exclusive, non-transferable, royalty-free right to use the deliverables solely for Customer's internal use.

### 4. EXPORT; REGULATORY REQUIREMENTS

Customer acknowledges that the Services sold under this Agreement, which may include technology and software, are subject to the customs and export control laws and regulations of the United States ("U.S.") and may also be subject to the customs and export laws and regulations of the country in which the Services are rendered and/or received. Customer agrees to abide by those laws and regulations. Customer further represents that any software provided by Customer and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide ASSETWORKS with all of the information needed for ASSETWORKS to obtain export licenses from the United States government and to provide ASSETWORKS with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. ASSETWORKS may also require export certifications from Customer for Customer provided software. ASSETWORKS'S acceptance of any order for Services is contingent upon the issuance of any applicable export license required by the United States Government; ASSETWORKS is not liable for delays or failure to deliver Services or a product resulting from Customer's failure to obtain such license or to provide such certification.

### 5. CUSTOMER RESPONSIBILITIES

It is the Customer's responsibility to backup data on Customer's system. ASSETWORKS WILL NOT BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO DATA OR LOSS OF USE OF ANY COMPUTER OR NETWORK SYSTEMS. Customer acknowledges that ASSETWORKS'S performance and delivery of the Services are contingent upon: (i) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information and (ii) Customer's timely decision-making, notification of relevant issues or information and granting of approvals and/or permission. Customer will promptly obtain and provide to ASSETWORKS any required licenses, approvals or

consents necessary for ASSETWORKS'S performance of the Services. Information disclosed by Customer pursuant to a separate Nondisclosure Agreement ("NDA") signed by both parties will be protected under the terms of the NDA. Customer acknowledges that any information or data disclosed or sent to ASSETWORKS that is not protected under a separate NDA is not confidential or proprietary to Customer. Customer accepts responsibility to obtain the appropriate license, intellectual property rights, or any other third party permissions, regulatory certifications or approvals required to support any SOW or ASSETWORKS' performance of the Services in Customer's environment.

### 6. LIMITED WARRANTY & LIMITATION OF LIABILITY

**6.1 Limited Warranty.** ASSETWORKS WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, ASSETWORKS MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS OR THIRD PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION ASSETWORKS MAY MAKE; AND, ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION ASSETWORKS MAY PROVIDE.

**6.2 Limitation of Liability.** NEITHER CUSTOMER, ASSETWORKS NOR ASSETWORKS'S SUBCONTRACTORS WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY ASSETWORKS EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ASSETWORKS SHALL NOT HAVE LIABILITY FOR (I) LOSS OF INCOME, PROFIT, OR SAVINGS, WHETHER DIRECT OR INDIRECT, (II) LOST OR CORRUPTED DATA OR SOFTWARE, OR (III) PRODUCTS NOT BEING AVAILABLE FOR USE. EXCEPT FOR CLAIMS THAT THE SERVICES (EXCLUDING THIRD PARTY PRODUCTS) CAUSED BODILY INJURY (INCLUDING DEATH) DUE TO ASSETWORKS'S NEGLIGENCE OR WILLFUL MISCONDUCT, ASSETWORKS'S TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY SERVICES PURCHASED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE MONTH PERIOD.

### 7. INTENTIONAL OMISSIONS

### 8. MISCELLANEOUS ITEMS

**8.1 Assignment; Subcontracting.** Unless otherwise provided in the SOW, Customer may not assign this Agreement without the prior written consent of ASSETWORKS. ASSETWORKS has the right to hire subcontractors to perform the Services provided that ASSETWORKS shall remain responsible for the performance of Services under this Agreement, or to assign Services to its affiliates.

**8.2 Entire Agreement; Severability.** This Agreement (with attachments) is the entire agreement between ASSETWORKS and Customer with respect to its subject matter and supersedes all prior oral and written understandings, communications or agreements between ASSETWORKS and Customer. No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.

**8.3 Independent Contractor.** The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement.

**8.4 FORCE MAJEURE** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

**8.5 DISPUTE RESOLUTION** The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute. If the dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the negotiation process or diminish the respective rights of the parties to pursue any and all remedies available in law and/or equity at any time.

**8.6 Notices.** To give notice under this Agreement, the notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, facsimile telecommunication or electronic mail to the address which appears below each party's signature below or to such other address as any party shall specify by notice in writing to the other party and will be effective upon receipt.

**8.7 Section Headings.** The section headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**8.8 Governing Law, Jurisdiction and Language.** The laws of the Commonwealth of Delaware will govern this Agreement.

**8.9 Limitation Period.** Neither party may institute any action in any form arising out of this Agreement more than two (2) years after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of last payment.

**8.10 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Accepted by Customer:

Signature

Name

Title

Date

Accepted by AssetWorks, Inc.:

Signature

Name

Title

Date

*To expedite shipment and scheduling, please email or fax this signed document and your Purchase Order to Joe Keefe:*

Tel: 720.633.3043

Fax: 720.247.9001

[joseph.keefe@assetworks.com](mailto:joseph.keefe@assetworks.com)

via mail:

**AssetWorks, Inc.**

998 Old Eagle School Rd. - Suite 1215

Wayne, PA 19087

Attn.: John Hines

Division President



STATEMENT OF WORK

**City of Northglenn, CO**



**FleetFocus Asset and Maintenance Management Applications**  
**October 12, 2011**

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## Introduction

AssetWorks is pleased to partner with the City of Northglenn, CO (Northglenn) for a successful implementation of the FleetFocus asset and maintenance management application. This proposal identifies the tasks and estimated costs required for the implementation of the FleetFocus solution. This Statement of Work is based on AssetWorks' current understanding of the requirements and AssetWorks' previous experience with similar engagements.

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

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

## Project Task Descriptions

### WBS A.1.0 Project Management Services

#### Project kick-off and planning

AssetWorks will conduct a kick-off conference call with the Northglenn project leaders to finalize the project schedule and timeline. After the call, AssetWorks will revise the project tasks and schedule as necessary. AssetWorks will provide the revised schedule to Northglenn.

#### Project management and oversight

AssetWorks will provide overall management for this implementation. AssetWorks will provide regular budget and milestone information to the Northglenn team, as well as acceptance documents and other project correspondence.

AssetWorks will assign a senior-level program manager to provide additional subject matter expertise, monitor the project resources and budget, and ensure quality delivery of services. This manager is Northglenn's first escalation point for any issues arising during the project.



## **WBS A.2.0 Hardware Procurement and Installation**

AssetWorks recommends the following hardware configuration and hardware specifications for Northglenn's FleetFocus implementation. For optimal performance, AssetWorks recommends Northglenn take advantage of FleetFocus' n-tiered architecture. FleetFocus runs in the following tiers:

- InfoCenter: the browser user interface
- GUI: the presentation layer (graphical user interface)
- APP: the application
- Database: the database

For this implementation, AssetWorks recommends Oracle or Microsoft SQL Server as the Relational Database Management System (RDBMS). AssetWorks recommends the following specifications for the production environment, based on assumptions of fewer than 500 equipment units and 40 or fewer concurrent users. For this implementation, AssetWorks recommends a Windows-based operating system on the application and web servers.

### Database Server

The requirements for a database server depend primarily on the size of the FleetFocus database and the maximum number of concurrent users. Memory on the database server is a major factor affecting FleetFocus performance; AssetWorks recommends always allowing for future expandability. For a database server dedicated to FleetFocus, AssetWorks recommends:

Processors: 2  
Processor Speed: 2.0+ GHz  
Hard Drives: 4 (RAID-5)  
Size: 36.2 GB each  
RAM: 4 GB

### Application/Web Server

The requirements for the application server(s) depend primarily on the maximum number of concurrent FleetFocus users. AssetWorks recommends machines that meet the following specifications:

Processors: 2  
Processor Speed: 2.0+ GHz  
Hard Drives: 2 (RAID-1)  
Size: 36.2 GB each  
RAM: 4 GB

### Reporting and Interface Server

The requirements for a Crystal Reports server depend primarily on the maximum number of concurrent reporting users. AssetWorks recommends machines that meet the following specifications:

Processors: 2  
Processor Speed: 2.0+ GHz  
Hard Drives: 2 (RAID-1)  
Size: 36.2 GB each  
RAM: 4 GB

For this implementation, Northglenn can likely use the InfoCenter web server as the reporting server, as well. Please note that excessive reporting or interface requirements could alter the recommended server specifications.

### Workstation Specifications

For all configurations, client workstations should be running Windows XP. We recommend at least 256 MB of RAM. The GUI and InfoCenter require a minimum display resolution of 1024 x 768 for proper viewing. AssetWorks recommends a machine that meets the following specifications:

256MB RAM  
10GB HDD  
Mouse and Keyboard  
17" Monitor (19" Monitors recommended)  
Windows XP or 7  
10/100 Ethernet NIC

### Additional Requirements For Any Configuration

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

- An appropriate number of printers
- A standby power supply to protect the servers from power problems
- Modems and Remote Management software to support remote diagnostic communications with AssetWorks
- AssetWorks recommends 19" monitors in order to take better advantage of the FleetFocus screen and window capabilities
- Provision for disaster recovery

AssetWorks will not be responsible for any site preparation or construction or communications or cabling infrastructure. AssetWorks will not install any servers at any site. AssetWorks will not provide any operating system or Relational Database Management System (RDBMS) software for the servers.

## **WBS A.3.0 Software Installation Services**

### Northglenn to prepare for the installation

Northglenn will install the servers on the Northglenn network and ensure that the TCP/IP protocol is configured correctly. Northglenn will load the Relational Database Management System (RDBMS) on the servers as outlined in the FleetFocus Installation Guide.

Northglenn will install the hardware, operating system, and RDBMS software on the database, web, and application servers. AssetWorks assumes that Northglenn will install the servers and resolve network configuration issues that arise as a result of the server operating system installation (in order to connect to the Northglenn wide area network).

Northglenn will provide the required RDBMS, web server (the web server must use Microsoft IIS), and other operating software (including licenses, media, and documentation) for this installation task. AssetWorks will not be responsible for any construction or communications infrastructure. AssetWorks will not install any servers or other hardware.

AssetWorks will work with Northglenn to correctly size the FleetFocus database and ensure the Northglenn network environment is ready for the new system.

### Database and applications

AssetWorks will assist (remotely) in creating the test (or development) and production FleetFocus databases. AssetWorks requires the use of web-conferencing services to support AssetWorks' troubleshooting efforts throughout the project. If AssetWorks must perform this effort while on-site, there may be additional costs.

AssetWorks will work with Northglenn to install the software on the server and on one workstation. Northglenn is responsible for installing and configuring software after these first installations.

Northglenn will devise a procedure to upgrade FleetFocus when AssetWorks makes new releases available. It is recommended that Northglenn document the procedure for making new versions of the system and documentation available to all locations.

## WBS A.4.0 Business Process Services

### System Set-up Consulting

AssetWorks recommends Northglenn appoint a project lead and a small project team to complete this project. Northglenn should involve every department, and each department should participate and provide input on these critical implementation decisions. Decisions made during this phase of the project will have a **direct effect** on the work flow in the roll-out of FleetFocus.

This group must have the authority and charter to make appropriate decisions regarding the FleetFocus implementation. The group representatives should have complete knowledge and familiarity with the operation, including maintenance, engineering, parts inventory, and procurement. The group members should be familiar with the current processes and systems.

AssetWorks will lead the session to complete the coding conventions for equipment numbering, equipment classes, repair codes, PM schedules, PM parameters, PM checklists, and other items. We will also finalize the work flow for all job functions, including work order management and parts inventory management.

Northglenn'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. AssetWorks expects this task to take three days.

### Finalize data definition and processes

Northglenn will take action items from the System Set-up Consulting to finalize the definition of all relevant FleetFocus data elements and work processes, including maintenance, parts management, procurement, and other job functions. Northglenn's deliverable for this task is complete documentation of Northglenn's definitions for all applicable FleetFocus data elements. This deliverable is a critical prerequisite to the development of the training material for the rollout. AssetWorks will work with Northglenn to prepare this documentation.

AssetWorks will work with the Northglenn team to configure FleetFocus per the discussed work flow. This configuration will build on the setup defined with the Northglenn core team and will focus on specific decisions, such as location options, department settings, etc. Northglenn will perform setup tasks as assigned by AssetWorks.

## Configure Modules

AssetWorks will provide an orientation for the following modules:

- Shop Activity
- Reporting
- Dashboards/KPI's
- Customer Access
- Ad Hoc Query Tool
- Enterprise Portal

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

- Assigning user groups for specific functions
- Creating automatic report schedules and distribution lists
- Initializing notifications to facilitate business processes
- Assisting with Dashboard layout and design
- Create custom, reusable ad hoc queries
- Creating custom menus for specific user groups

## **WBS A.5.0 Data Loading Services**

### Batch Processing

AssetWorks will provide a training session for Batch Processing for Northglenn administrators. A user with a solid understanding of Microsoft Excel will likely be able to grasp this tool and process very quickly. Northglenn staff will use Batch Processing to load its data into FleetFocus.

### Assist with Data Loads for Equipment and Parts

Northglenn will extract the agreed-upon data from its current systems. AssetWorks will not be responsible for “scrubbing” or “cleansing” legacy Northglenn data. Northglenn will be responsible for populating FleetFocus with approved and “clean” Northglenn data.

AssetWorks will provide Microsoft Excel™ templates to assist in loading data into FleetFocus. Northglenn 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. Northglenn, with assistance from AssetWorks, will use FleetFocus’s batch processing feature to load the data on these screens.

Northglenn 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 Northglenn’s legacy system(s):

- The data files will be text-based flat files with one row of data per asset or per part.
- Northglenn will use default values for any data element that FleetFocus requires that is not in the data file.
- Northglenn will provide each test data file and each production data file in exactly the same format.
- Northglenn will convert only master equipment records and master part records.
- AssetWorks will provide assistance in the form of troubleshooting errors in batch runs and providing direction in the mapping of legacy data elements to FleetFocus fields.

### Conversion of Specific Data

AssetWorks and Northglenn will jointly resolve issues arising out of the data translation, including codes (if any) to be changed. AssetWorks will help Northglenn finalize the data mapping and identify the sources for each data element. Northglenn will be responsible for mapping old codes into new codes (i.e., translating) within the data set to be converted.

### Data Conversion Testing and Validation

After AssetWorks and Northglenn have jointly documented the data mapping and data load process, Northglenn will test the results from the data extractions. These tests will validate the data migration strategy that the team defined in earlier stages. This process will require involvement from the Northglenn Information Technology personnel supporting the existing systems.

## **WBS A.6.0 Training Services**

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

### Develop Training Materials

AssetWorks and Northglenn will complete the training materials and begin scheduling and planning for the training. 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 work flows included in the training will be those finalized by the Northglenn team during the system setup and follow-up tasks. Any deviations in the defined and agreed upon work flow will cause delays and added costs to the training.

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

### Northglenn Trainer Training

AssetWorks will provide up to 40 hours of trainer training for the roll-out of FleetFocus (according to the project plan) for up to 14 users (assuming Northglenn's training facility has a sufficient number of workstations for these concurrent training sessions). The topics and work flows included in the training will be those finalized by the Northglenn team during the system setup and follow-up tasks. However, Northglenn should remain especially sensitive to necessary last-minute procedural changes or clarifications based on end user feedback.

#### **Maintenance I (Technicians) - Work Orders and Parts Requests**

*(1 day course)*

System login	Work order look-up functions
Labor and time entry	Materials and parts request functions for technicians
Use of selected standard reports	Basic troubleshooting

#### **Maintenance II (Supervisors) - Complete Maintenance System**

*(1 day course)*

System login	Work order management functions
Labor and time entry and management	Materials and parts request functions for managers
Use of selected standard reports	Basic troubleshooting

#### **Inventory Management**

*(1 day course)*

System login	Fulfilling Parts Requests
Part Primary Records and cross-references	Physical inventory, adjustments, transfers
Use of selected standard reports	Basic troubleshooting

**Other Training***(1 day course)*

System login

Architecture

User Groups and Users

Set-up Options

Basic troubleshooting

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

### **WBS A.7.0 Provide Post-Implementation Support**

When Northglenn commences live operations using FleetFocus, AssetWorks staff will provide up to 32 hours of on-site and remote "go live" assistance for the Northglenn operation. This step is critical to success.

During the post-implementation 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 sensitive period. 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 is available to Northglenn under a separate Statement of Work.



## 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. Please see the complete Project Plan for more detail.

WBS	Task Name	Duration	Month 1	Month 2	Month 3	Month 4
A	<input type="checkbox"/> City of Northglenn FleetFocus Implementation	69 days				
A.1	<input type="checkbox"/> Project Management Services	69 days				
A.2	<input type="checkbox"/> Hardware Acquisition Services	0 days				
A.3	<input type="checkbox"/> Software Installation Services	1 day				
A.4	<input type="checkbox"/> Business Process Services	35 days				
A.5	<input type="checkbox"/> Data Load Assistance Services	20 days				
A.6	<input type="checkbox"/> Training Services	5 days				
A.7	<input type="checkbox"/> Roll-out Services	4 days				

AssetWorks resources are scheduled after contract award.

## Optional Technical Services

### WBS B.1.0 Configure Automated Fueling System Interface

To provide a very straightforward and flexible solution, AssetWorks proposes that Northglenn use FleetFocus' Automated Fuel Systems screen (shown below) to define its fuel interfaces. The base application includes this screen, with which end users can create fuel interface definitions for use with the Automated Fuel Tickets screen. Using this screen, Northglenn could build many of its own batch interfaces for processing fuel transactions.

**Fuel System Description**

Name: AUTOMATED FUEL INTERFACE #1

Date format: MMDDYY, MM/DD/YY, MM-DD-YY, MMDDYYYY, MMDDXXYY, MMDD, YYMMDD, YY/MM/DD, YYYYMMDD, YYYY/MM/DD, YYDD, YDDD, DDD

Time format: NONE, HHMM, HHMM, HHMM PM, HH:MM PM

☒ System available

Transaction format information

Transaction format: FIXED, COMMA-SEPARATED

Transaction record length

Minimum: 25, Maximum: 150

☐ Transactions separated by newline characters

Skip transactions beginning with: X

**Processing Rules - General**

Equipment identifier: EQUIPMENT ID, FUEL CARD ID, CREDIT CARD EQ, CREDIT CARD OPER

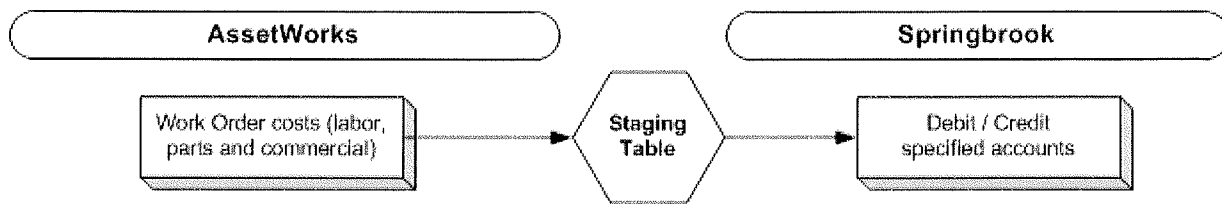
**Data Format**

Descriptive data items	Data type	Starting position	Length	Field number	Right aligned
EQUIPMENT ID		24	12		<input type="checkbox"/>
DATE		36	8		<input type="checkbox"/>

Quantitative data items	Data type	Starting position	Length	Field number	Decimal point explicit
METER 1 READING		90	6		<input checked="" type="checkbox"/>
FUEL QUANTITY		97	4		<input type="checkbox"/>

AssetWorks will assist Northglenn in defining its fuel interfaces using FleetFocus' Automated Fuel Interface feature. Northglenn will provide AssetWorks a sample fuel file with appropriate documentation for the fuel system's data files. AssetWorks may require remote control access to Northglenn servers for this task.

### WBS B.2.0 Work Order Costs to GL - AssetWorks to Springbrook



AssetWorks will develop an interface to provide work order costing information to the Springbrook financials system.

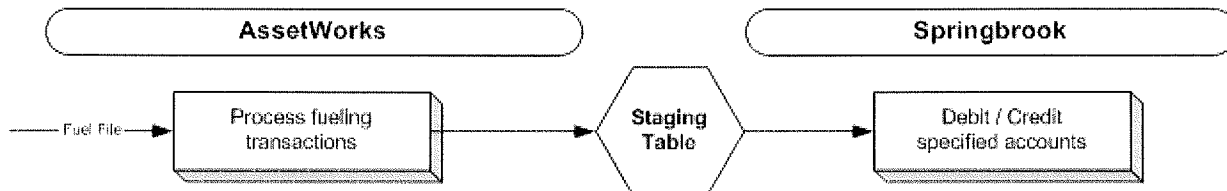
Northglenn will use one of the rate structures within FleetFocus' hierarchy of labor rates to calculate labor costs. Northglenn will review these rate options, as well as various markup and overhead capabilities, during the implementation. In any case, the labor rate in effect for a given task will be used to calculate the labor cost for that task; AssetWorks will use this cost for a subsequent Journal Voucher (JV) entry. All parts, labor, and commercial costs will include any of the FleetFocus mark-ups implemented by Northglenn.

AssetWorks will provide a JV entry for parts, labor, and commercial repair transactions on these work orders, as they occur. The JV transactions will use the account ID specified in an "interface definition file" for Maintenance and the vehicle's account ID (based on current assignment or FleetFocus account ID entry (e.g., for damage on a pool vehicle) at the time of the transaction). AssetWorks will provide a JV transaction for each direct charge transaction.

According to the mutually agreed upon schedule, FleetFocus will send this JV transaction via flat file to a ftp site or shared network drive from which the Springbrook system will process the data. Northglenn will provide the services to have Springbrook process this JV transaction from the ftp site or network drive into Springbrook. Once the JV transaction has been processed in Springbrook, it will follow the currently-defined business process.

## WBS B.3.0 Fuel Costs to GL – AssetWorks to Springbrook

The accounting procedures for the fueling process are represented in the chart below.



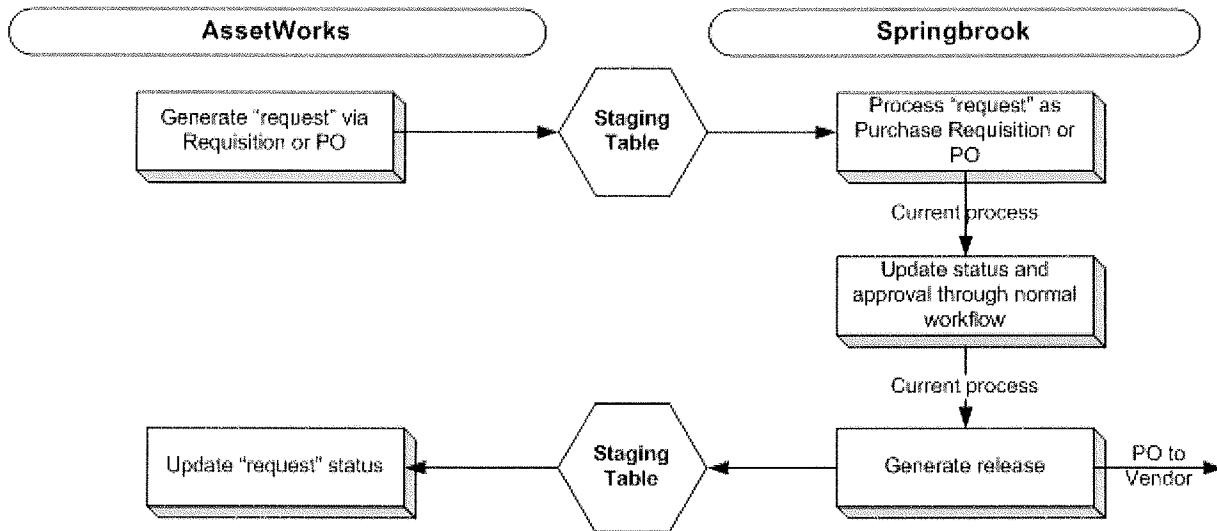
AssetWorks will provide an interface to provide fuel dispensing information to Springbrook. AssetWorks will provide a journal voucher (JV) entry for each of these fuel dispensing transactions (issue or reversal). The JV records will use the single account code for fuel inventory (specified in an interface definition file) and the account ID for the vehicle (based on current assignment at the time of the fueling transaction).

AssetWorks will provide a JV transaction for each fuel dispensing transaction or for some roll-up or summary of transactions (e.g., all fueling for each day, all fueling in a month, etc.) to reduce the number of JV transactions. Northglenn and AssetWorks will determine an appropriate "roll-up level" during the project.

According to the mutually agreed upon schedule, FleetFocus will send this JV transaction to the Staging Table. Springbrook will process this JV transaction from the Staging Table into Springbrook. Once the JV transaction has been processed in Springbrook, it will follow the current business process.

## WBS B.4.0 Parts Requests to Create Requisitions – AssetWorks to Springbrook

This section includes the interface to create requisitions in Springbrook and the interface to update the status of those “requests” in FleetFocus.



Users will enter a request to purchase a new “maintenance” item in FleetFocus using the Parts Requests, Purchase Order, Quick Orders, or Reorders screen. A “maintenance” item is defined as any item routinely purchased by and for the maintenance department. Northglenn will segregate these items from other Northglenn stock keeping units (SKUs) using one or more commodity or classification codes in Springbrook.

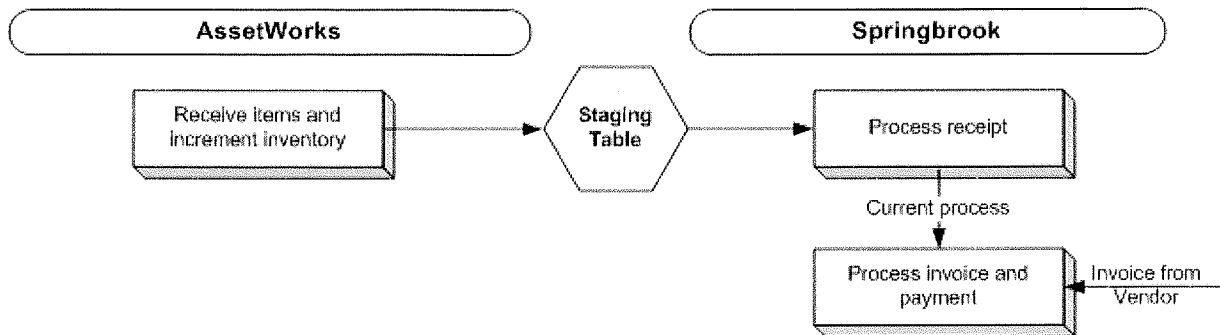
FleetFocus will not provide the workflow (edits, data entry rules, checks, etc.) that might exist in Springbrook. Once the transaction is successfully processed, FleetFocus will send this request to the Staging Table.

Northglenn will provide the services to have Springbrook process this request from the Staging Table into Springbrook Purchasing. If the requested item does not yet exist in Springbrook, Northglenn will create the item in the item master table in Springbrook, if required. (In each transaction sent to the Staging Table, AssetWorks will include FleetFocus data elements required by Springbrook to create a new item master record, if one must be created.)

Northglenn will provide services to send a “Release” transaction to the Staging Table when Northglenn sends the Purchase Order to the vendor. AssetWorks will provide the services to process this update from the Staging Table and update the request in FleetFocus.

This scope of work assumes Northglenn will be able to use AssetWorks standard purchasing interface formats. The interface will not connect or communicate directly with Springbrook. Northglenn will manually review and re-process any errors encountered.

## WBS B.5.0 Receipt of Parts – AssetWorks to Springbrook



Users will take delivery of ordered maintenance items in FleetFocus using the Receipts screen. FleetFocus will not provide the workflow (edits, data entry rules, checks, etc.) that might exist in the Springbrook Receipt Processes. Once the transaction is successfully processed, FleetFocus will send this receipt to the Staging Table.

Northglenn will provide the services to have Springbrook process this transaction from the Staging Table into Springbrook. Once the receipt has been processed in Springbrook, it will follow the current business process through invoice matching, payment, etc. Northglenn will enter all invoice information directly in Springbrook. FleetFocus will provide the receipt information (as described above) to support the matching activity, but will have no role in the actual match or payment process. Correction for all invoicing and payment discrepancies will be handled manually.

If necessary, Northglenn will maintain item definitions (master records) in both FleetFocus and Springbrook. FleetFocus will be the system of record for all maintenance item information, including on-hand quantity, on-hand value, current unit price, warranty information, and other items to be determined during the implementation. Springbrook will have an item master record for each purchased item, but will not necessarily house all the item detail information that might be stored in FleetFocus (i.e., FleetFocus will be the system of record for the part detail information). This Statement of Work does not include the synchronization of item detail, such as on-hand quantity, etc., between the two systems. The Springbrook item master records will be added either manually by Northglenn staff or when requested by the FleetFocus users through the interface described above.

This scope of work assumes Northglenn will be able to use AssetWorks standard purchasing interface formats. The interface will not connect or communicate directly with Springbrook. Northglenn will manually review and re-process any errors encountered.

## **Assumptions**

The following general assumptions apply to this proposal:

### **General**

1. Services will be provided on a not-to-exceed basis.
2. AssetWorks' consulting estimates do not include installation and/or configuration of any computer hardware and peripheral equipment. The end user will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
3. Northglenn will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system.
4. Northglenn 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.
5. All training sessions will be based on standard application training materials.
6. Northglenn will implement this solution such that all assets will be in a single production FleetFocus database.
7. AssetWorks will provide on-site training to Northglenn (as outlined above) in a classroom environment suitable for training. Northglenn will be responsible for providing and preparing the training facility.
8. This proposal includes only the interfaces stated in this Statement of Work between FleetFocus and other systems. AssetWorks will provide estimates for other interfaces as may be required on an as-needed basis.
9. Northglenn will receive all standard, out-of-the-box reports at no extra cost.
10. This Statement of Work does not include any costs associated with 3rd party vendors or software that may be needed to complete the implementation.
11. Northglenn commits to training appropriate functional and technical resources as required.
12. Northglenn is responsible for all manual data entry.

### **Project Management and Risk Factors**

13. The Northglenn project manager will be responsible for obtaining any required authorizations, approvals and/or signoffs by Northglenn 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 Northglenn tasks not completed within the work plan timeframe will be subject to the Change Order Management process, delayed deadlines, and increased services fees.
14. This Statement of Work does not include the expenses associated with Northglenn or Northglenn resources assigned to the project.
15. Northglenn remains responsible for all integration effort not described in this Statement of Work.
16. 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.
17. Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and Northglenn will discuss these changes in good faith at their earliest opportunity.

## **Infrastructure**

18. Northglenn will provide a project work area and infrastructure at the centralized implementation location appropriate for the size of the combined Northglenn/AssetWorks project team. This infrastructure should include desks, chairs, telephones, and workstations with network access to printers and to the applications and implementation databases.
19. System, server, and workstation backups are the responsibility of Northglenn. This includes the development and execution of the system backups and recovery programs.
20. Northglenn personnel assume the responsibility for applying software patches.
21. Acquisition, installation, testing, support, and tuning of any additional required application software, hardware, RDBMS, other software, peripherals and communications infrastructure will be the responsibility of Northglenn.
22. Northglenn will be responsible for deploying access to the FleetFocus system and for providing all supporting software, hardware, and connectivity for the servers. The Web server must use Microsoft IIS.
23. 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.

## **Northglenn Resources**

24. Assumes all key Northglenn project team resources will be committed to the project as of the project start date.
25. Assumes Northglenn will provide the following resources to insure a successful implementation of the products.
  - Executive Steering Committee – Without proper vision and guidance from a company's executives, many projects fail to reach their desired goals and objectives. The role of the Executive Steering Committee will be to participate in setting the goals and scope of the project and to participate in periodic status meetings with the project team.
  - Project Manager - A Project Manager will be assigned with appropriate decision-making authority.
  - Subject Matter Experts - These resources will be considered part of the core project team and will participate in tasks including Project Team training. Often these experts consist of Functional Leads in their respective areas of expertise (e.g., Bus Maintenance), as well as other supporting personnel from the various departments. The resources designated for these roles should have a good working knowledge of how Northglenn processes are performed and understand the reasons for the current processes.
  - Technical Experts – A team of Technical Experts will be involved in the technical duties that come with a AssetWorks implementation. Examples include a Technical Lead for system administration, database administration, web administration, printer administration, software patches, etc.