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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(F)(6)

Date: November 8, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Recommendation to Award, Fleet Management System

Resolution No. R-898-12

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve award of contract *RFP775, Fleet Management System* to AssetWorks, Inc. to provide a new Fleet Management System (System) for the Internal Services Department (ISD) Fleet Management Division (Fleet Management).

This System will replace the existing, antiquated 28-year old system, which does not provide the informational tools necessary to properly manage a fleet as complex and diverse as that of Miami-Dade County. The existing system is no longer supported by the original manufacturer and developer, remains largely paper-based, is dependent on extensive manual data input, is not fully integrated with internal and external systems utilized by Fleet Management, and lacks management and planning tools customary to a modern fleet operation. As of the end of June 2012, Fleet Management tracked (for maintenance and/or fueling services) 7,623 light vehicles, 3,070 heavy on-road equipment, and 354 off-road and construction equipment assigned to various County departments. In addition, Fleet Management also tracks fueling provided to over 1,800 vehicles that belong to external agencies, including the City of Miami. All County vehicles, utilized by multiple departments, are at various stages of their useful life and have different maintenance requirements; further necessitating a new System.

The new System will be configured to provide automated monitoring and management of key fleet business processes such as vehicle acquisitions and replacement planning, motor pool management, repair orders, preventative maintenance, parts inventory, fueling and billing. As an example, the new System has its own replacement planning module which will assist Fleet Management in determining the optimal vehicle replacement timing taking into account critical factors such as the vehicle's current operating condition, life to date repairs, and mileage as well as the current procurement purchase timeline. Also, the automation of the other capabilities mentioned above will lead to better management and control of all aspects of our fleet operation, including minimization of human error due to extensive data input, improved service and productivity, and improved shop performance. Additionally, a variety of decision-making tools are provided in order to readily discern the best course of action to achieve maximum savings. The selected fleet management software not only provides for the incorporation of best practices in fleet management but also facilitates the use of common data collection to facilitate performance comparisons with other professional fleet management organizations.

TERM: Three years with three, two-year options-to-renew

APPROVAL TO ADVERTISE: July 29, 2011

METHOD OF AWARD: To the responsive and responsible proposer whose offer resulted in the best value to the County.

PRIOR CONTRACT AMOUNT: None

CONTRACT AMOUNT: $745,000, which is composed of $610,000 for the actual software licenses, testing, implementation and training, and, $135,000 for maintenance and support for years 2 and 3 of the initial term. If the County chooses to exercise the three, two-year options-to-renew, the cumulative value will be $1,132,000.

BACKGROUND

ISD Fleet Management is responsible for the acquisition, maintenance, fueling and disposal of the County's mobile equipment fleet, including police cars, garbage trucks, non-MDT buses and construction equipment, which includes a loaner pool of approximately 600 vehicles. ISD Fleet Management provides maintenance and/or fueling services for approximately 13,000 pieces of diverse equipment for numerous County departments and various external agencies and municipalities.

A Request for Proposals was issued under full and open competition. The recommended vendor, AssetWorks, Inc., proposed the best-value technical solution to meet the operational needs identified in the solicitation. The contract will provide ISD with application software licenses, implementation, configuration, testing, planning, documentation, training and post-implementation support for the system, as well as future maintenance and support services to provide access to system updates, upgrades, enhancements and technical assistance. The software licensing model provided by AssetWorks, Inc. is easily scalable to allow for future expansion as County needs change in the future. Additionally, the County has the rights to the software programming code and would be able to continue to access and utilize the software in the event of a contract default.

The system is specifically designed to address modern fleet operations and is capable of meeting the operational needs of ISD without the need for extensive customization or development. It includes an integration management tool to allow for seamless integration with multiple existing systems, including the Financial Accounting Management Information System (FAMIS), CASCOR Warranty Services System, and the EJ Ward Automated Fueling system. This new System will also be able to integrate with future County software platforms, including Enterprise Resource Planning solutions. It will also provide extensive reporting and auditing tools to automate current manual processes. Based on the total number of County vehicles monitored in the new System, the average cost is $68 per vehicle. Additionally, the County's negotiation team was able to secure a reduction of $129,500 from the proposed price. This represents the best value to the County and it is therefore in the best interest of the County to move forward with this System.

USING/MANAGING AGENCY AND FUNDING SOURCE:

Department	Allocation	Funding Source	Contract Manager
Internal Services	$ 745,000	Internal Service Funds	Glen Cleghorn
The allocation and funding sources have been reviewed and approved by the Office of Management and Budget. There is no fiscal impact beyond what is stated in this award recommendation.			

VENDOR RECOMMENDED FOR AWARD:

Awardee	Address	Principal
AssetWorks, Inc.	998 Old Eagle School Road, # 1215 Wayne, PA 19087	Brian Beattie

VENDORS NOT RECOMMENDED FOR AWARD:

Proposers	Reason for Not Recommending
Agile Assets	Evaluation Score/Ranking
Chevin Fleet Solutions LLC	
Electronic Data, Inc.	
Faster Asset Solutions	
Maintstar, Inc.	
TMW Systems, Inc.	
Advoco	These firms offers were deemed non-responsive by the County Attorney's Office
Cetaris Inc.	
IBM	

CONTRACT MEASURES: A Small Business Enterprise Selection Factor was applied in accordance with the Ordinance.

LIVING WAGE: The services being provided are not covered under the Living Wage Ordinance.

USER ACCESS PROGRAM: The two percent User Access Program provision will apply and will be collected on all purchases.

LOCAL PREFERENCE: The Local Preference was applied in accordance with the Ordinance.

DUE DILIGENCE: Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine Contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Contractor responsibility. This information is being provided pursuant to Resolution R-187-12.

DELEGATED AUTHORITY: If this item is approved, the County Mayor or the County Mayor's designee will have the authority to exercise, at their discretion, contract modifications, subsequent options-to-renew, and extensions, and to issue work orders, in accordance with the terms and conditions of the contract.

PROCUREMENT CONTRACTING OFFICER: Beth Goldsmith

Edward Marquez
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: November 8, 2012

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(F)(6)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

✓ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(6)
11-8-12

RESOLUTION NO. R-898-12

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT IN THE AMOUNT OF $745,000, OR $1,132,000 IF THE THREE, TWO-YEAR OPTION-TO-RENEW PERIODS ARE EXERCISED, WITH ASSETWORKS INC. TO OBTAIN A FLEET MANAGEMENT SYSTEM, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the execution of an agreement in the amount of $745,000, or $1,132,000 if the three, two-year option-to-renew periods are exercised, with AssetWorks Inc., in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and all other rights contained therein.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Lynda Bell** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	**absent**		
Audrey M. Edmonson, Vice Chairwoman	**aye**		
Bruno A. Barreiro	**aye**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**aye**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Rebeca Sosa	**absent**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of November, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

Memorandum

MIAMI-DADE COUNTY

Date: August 15, 2011

To: Beth Goldsmith
Department of Procurement Management

From: Daniel Frastai
Assistant County Attorney

Subject: Responsiveness of Proposals RFP 775 Fleet Management System
AssetWorks Inc

In the attached memorandum, you have asked our office to provide a legal opinion regarding the responsiveness of AssetWorks Inc.'s proposal to the above referenced RFP. For the reasons described below the proposal is not responsive.

FACTS AND ANALYSIS

We rely on the information provided in the attached memorandum dated August 12, 2011 from Beth Goldsmith to Daniel Frastai as well as the copy of RFP 775 and the proposal submitted by AssetWorks, Inc., in response to the RFP.

In the RFP proposers are instructed that they "shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary, or confidential." Furthermore, the RFP states that "[i]n the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies the information in the proposal as protected or confidential, the County may, in its sole discretion… endeavor to redact and return that information to the proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal." You have indicated that AssetWorks submitted a section that was labeled as confidential. You have also indicated that after redacting that section, the four sections which constitute the balance of the proposal "contain all components required by the RFP for responsiveness." If after evaluating these four sections which constitute the balance of the proposal the proposal is responsive then the proposal is responsive.

Daniel Frastai
Assistant County Attorney

Memorandum

MIAMI-DADE COUNTY

Date: August 15, 2011

To: Beth Goldsmith
Department of Procurement Management

From: Daniel Frastai
Assistant County Attorney

Subject: Responsiveness of Proposals RFP 775 Fleet Management System
AgileAssets Inc

In the attached memorandum, you have asked our office to provide a legal opinion regarding the responsiveness of AgileAsset Inc.'s proposal to the above referenced RFP. For the reasons described below the proposal is not responsive.

FACTS AND ANALYSIS

We rely on the information provided in the attached memorandum dated August 12, 2011 from Beth Goldsmith to Daniel Frastai as well as the copy of RFP 775 and the proposal submitted by AgileAssets, Inc., in response to the RFP.

In the RFP proposers are instructed to include a Form A-1 with their proposal. Specifically in that form it states that "[f]ailure to sign this solicitation where indicated below by an authorized representative shall render the proposal nonresponsive." However, it then states that "[t]he County may, however, in its sole discretion, accept any proposal that includes an executed document which unequivocally binds the proposer to the terms of its offer." While Agile Assets did not include an A-1 form in their proposal, they did include a signed cover letter that unequivocally binds the proposer to the terms of its offer. The proposal clearly indicates that it is in response to the County's RFP 775 and the cover letter offering the proposal is signed by an authorized representative. As a result, AgileAssets Inc.'s proposal is responsive.

Daniel Frastai
Assistant County Attorney

Memorandum

MIAMI-DADE COUNTY

Date: August 15, 2011

To: Beth Goldsmith
Department of Procurement Management

From: Daniel Frastai
Assistant County Attorney

Subject: Responsiveness of Proposals RFP 775 Fleet Management System
Advoco

In the attached memorandum, you have asked our office to provide a legal opinion regarding the responsiveness of Advoco's proposal to the above referenced RFP. For the reasons described below the proposal is not responsive.

FACTS AND ANALYSIS

We rely on the information provided in the attached memorandum dated August 12, 2011 from Beth Goldsmith to Daniel Frastai as well as the copy of RFP 775 and the proposal submitted by Advoco in response to the RFP.

In the RFP proposers are instructed that they "shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary, or confidential." Furthermore, the RFP states that "[i]n the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies the information in the proposal as protected or confidential, the County may, in its sole discretion… endeavor to redact and return that information to the proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal." You have indicated that Advoco submitted a section that was labeled as confidential. You have also indicated that after redacting that section, the four sections which constitute the balance of the proposal "do not contain any components required by the RFP for responsiveness." I understand that to mean that after redacting the confidential section, an evaluation of the remaining sections would result in an unresponsive proposal. If so then the proposal is not responsive.

Daniel Frastai
Assistant County Attorney

Memorandum

MIAMI-DADE COUNTY

Date: August 15, 2011

To: Beth Goldsmith
Department of Procurement Management

From: Daniel Frastai
Assistant County Attorney

Subject: Responsiveness of Proposals RFP 775 Fleet Management System
Cetaris Inc.

In the attached memorandum, you have asked our office to provide a legal opinion regarding the responsiveness of Cetaris' proposal to the above referenced RFP. For the reasons described below the proposal is not responsive.

FACTS AND ANALYSIS

We rely on the information provided in the attached memorandum dated August 12, 2011 from Beth Goldsmith to Daniel Frastai as well as the copy of RFP 775 and the proposal submitted by Cetaris, Inc. in response to the RFP.

As part of their proposal, proposers were required to submit a price. According to the RFP, "all pricing must include **all cost elements** of the Solution being proposed. In its proposal, Cetaris did not include a price under the heading of "Table B4-Price Breakdown for Software Customization." Although a per hour rate was included, there is no way of knowing what the total price being offered by Cetaris is for software customization. As a result, Cetaris' proposal is not responsive.

Daniel Frastai
Assistant County Attorney

Memorandum

MIAMI-DADE COUNTY

Date: August 15, 2011

To: Beth Goldsmith
Department of Procurement Management

From: Daniel Frastai
Assistant County Attorney

Subject: Responsiveness of Proposals RFP 775 Fleet Management System
IBM

In the attached memorandum, you have asked our office to provide a legal opinion regarding the responsiveness of IBM's proposal to the above referenced RFP. For the reasons described below the proposal is not responsive.

FACTS AND ANALYSIS

We rely on the information provided in the attached memorandum dated August 12, 2011 from Beth Goldsmith to Daniel Frastai as well as the copy of RFP 775 and the proposal submitted by IBM in response to the RFP.

As part of their proposal, proposers were required to submit a price. According to the RFP, the submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. The proposer's price was supposed to be submitted in Form B-1, a copy of which was provided as part of the RFP. Although IBM did fill out and include a list of prices in its Form B-1, it indicated in bold letters at the top of the first page of its Form B-1 that "**[t]his pricing is not a formal proposal or contract. It is a written confirmation of our approach to assisting you with this work.**" As a result, IBM's proposal is not responsive.

Daniel Frastai
Assistant County Attorney

THIS SOFTWARE LICENSE, IMPLEMENTATION, INTEGRATION, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND ASSETWORKS INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, HAVING ITS PRINCIPAL OFFICE AT 998 OLD EAGLE SCHOOL ROAD, SUITE 1215, WAYNE, PA 19087 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

WITNESSETH:

WHEREAS, the Contractor has offered to provide a Fleet Management System, that shall conform to the Statement of Work (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 775 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated August 5, 2011, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Fleet Management System for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

(a) The term "Days" to mean calendar days unless otherwise specified.

(b) The term "Deliverables" to mean the tangible work product submitted by the Contractor to the County.

(c) The term "Final Acceptance" to mean the earlier of (i) successful completion of the Hardware Functionality, Data Load, Module Functionality, Integration, System Reliability Testing and User Acceptance Testing which demonstrate that all System functions are operational and perform as required by Appendix A: Statement of Work," of this contract or (ii) County using the system for thirty (30) days after GoLive.

(d) The term "GoLive" or "GoLive Date" to mean the date on which the delivered System is used in a production environment.

(e) The term "County Computer Network" to mean everything associated with providing Wide Area Network services, Local Area Network services and wireless services, including all servers and applications.

(f) The term ""Maintenance" to mean the product updates and product upgrades of Software provided by the Contractor to all customers.

(g) The term "Module" to mean a distinct component of the "Licensed Software."

(h) The terms "Statement of Work" to mean Appendix A of this Contract, which details the work to be performed by the Contractor or Subcontractor and related responsibilities of the County.

(i) The term "Software" shall mean the Contractor's proprietary computer programs in machine readable object code form and listed in Appendix A of this Contract attached hereto plus any subsequent error corrections or updates supplied to the County by the Contractor pursuant to this Agreement.

(j) The terms "Subcontractor" or "Subconsultant" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Contractor.

(k) The term "System" to mean the total complement of hardware, software, goods and services, peripherals and all other items, tangible and intangible, designed to operate as an integrated group.

(l) The term "Third-Party" to mean any company or subcontractor, other than the Contractor, who will provide software, and/or service to County.

(m) The term "User" to mean County staff accessing the licensed software.

(n) The term "Warranty Period" to mean the period beginning with Final Acceptance of the System and continuing for ninety (90) days.

(o) The terms "Work," "Services," "Program," "Project," or "Engagement" to mean all matters and things that will be required to be done by the Contractor in accordance with Appendix A, "Statement of Work" of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) These terms and conditions including all attachments, exhibits, and appendixes and any associated addenda thereof, 2) Contractor's proposal to RFP No. 775 and any associated addenda and attachments thereof, 3) County's RFP including all Addendums.

ARTICLE 3. GRANT OF RIGHTS

3.1 License. The Contractor grants the County a non-exclusive, perpetual, non-transferrable license to use the Software listed in Appendix A, "Statement of Work," at the quantities outlined therein on County owned hardware. This license shall include database copy or image of the Software for production purpose as outlined in Appendix A, "Statement of Work."

3.2 Additional Licenses. During the term of the Agreement, should the County wish to purchase additional licenses and/or increase the quantity of the existing License from the Contractor, the fees shall be according to Appendix B "Payment Schedule". All additional licenses purchased shall be documented in writing by the Contractor and amended in the Agreement.

3.3 Backup Licenses. The County may create and retain a backup instance of the Software. Backup copies are for County use only and cannot be assigned or transferred.

ARTICLE 4. DELIVERY

4.1 Software. The Contractor shall deliver to the County a master copy of the Software licensed hereunder in object code form, suitable for reproduction, in electronic files only.

4.2 Documentation. The Contractor shall deliver copies of the associated Software Documentation to the County in an electronic format.

ARTICLE 5. AGREEMENT TERM

5.1 The Agreement shall become effective on the date that is it is signed by the County or the Contractor, whichever is later and shall be for the duration of three (3) year(s). The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for three (3) additional two (2) year periods.

5.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals provided any fees associated with such extension shall be paid by the County.

5.3 Notification. The County will notify the Contractor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. SUPPORT AND MAINTENANCE SERVICES

6.1 Contractor Obligations.
Error Corrections and Updates. Contractor shall provide the County with support and maintenance services for the products licensed by the County from Contractor: The Contractor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with the Contractor's release schedule for the term of this Agreement, which shall include:

a) Provision of known error corrections by delivery of available patches via electronic communication and for download via the Internet.
b) Provision of available minor updates (bundling of several error corrections in one version) for download via the Internet.
c) Provision of available medium upgrades (version with additional / enhanced functions) for download via the Internet.
d) Provision of available major upgrades (version with substantially enhanced volume of functions).
e) Information via electronic communication (email) when new minor/medium/major updates are available.
f) Contractor shall make available electronically to the County technical literature that is considered by Contractor to be relevant to the Software.

The support and maintenance services listed in this clause 6.1 only comprise the products licensed by the County. All corrections and updates will be available for download or transmitted to the County electronically as mutually agreed. The County shall be solely responsible executing the appropriate instructions in order to transfer the corrections and updates onto to the County's system. New products or components ("New Products") of the Software may be issued by Contractor from time to time. Compared to a correction or update, a New Products substantially increases its functionality and capability. County, in its sole discretion, may elect to purchase any New Products. If County does not elect to purchase New Products, Contractor shall continue to support the Software licensed hereunder in accordance with this Agreement.

Telephone and Email Support. For the term of this Agreement, Contractor shall provide telephone and email support from technically qualified personnel to respond to all reasonable requests from County in the following manner: Queries for specific technical problems and failures are possible at any time. In the event that the County encounters an error and/or malfunction ("Deviation") in the Software, County shall communicate the circumstances and any supporting information to Contractor. Upon receipt, Contractor will respond as follows:

Live support for technical issues is available from Contractor from 7:00 AM – 7:00 PM (ET) Monday through Friday. At other times such personnel of Contractor are on call for emergencies.

Priority Description	Definition	Expected Average Response Time	Expected Average Resolution Time
Critical (1)	Error or Issue that renders the Software and/or Interfaces are inoperable.	1 hour during normal business hours, 2 hours outside of business hours	Work until corrected 24 hours per day, 7 days per week
Severe (2)	Error or Issue that results in a significant impairment of performance of the Software, and impairs essential operations.	1 business day	Work until corrected during normal business hours
Minor (3)	Error or Issue that has minor impact to County's business. Error that does not impact normal operation of the Software.	5 days	Future Patch or Release
Minimal(4)	Error or Issue that has minimal impact or no impact on County's business.	30 days	Future Release

6.2 County Obligations.
Access. The County shall provide appropriate remote access where Contractor may, with the permission of the County, use for the purpose of remote diagnostics and support of the Software.

Proper Use:

a. The County 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 County 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 Contractor is not obligated to correct such misuse, if mutually agreed, Contractor may attempt to correct the situation, if possible, at County's expense.

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

ARTICLE 7. SOFTWARE MODIFICATIONS

7.1 Software Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the licensed Software specifically to meet the needs of the County. Such features, enhancements or modification shall be known as "Developed Works." Upon the County's request for such enhancements/modifications, the Contractor (if it agrees) shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed and/or Developed Works to be provided. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications. As mutually agreed, the Contractor shall provide the requested Developed Works, including all relevant source code to allow the County to support the system enhancements/modifications. The County shall not sell, rent, lease, loan or distribute such Developed Works. Developed Works shall remain the sole property of the Contractor.

After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations. Nothing contained herein shall obligate Contractor to modify the product until a mutually agreed Statement of Work is executed by both parties. Any software enhancement or modification requested by County must be mutually agreed upon.

Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

ARTICLE 8. FUNCTIONALLY EQUIVALENT SOFTWARE

For as long as the County remains current on maintenance and support fees for the Licensed Software, the Contractor is obligated to provide maintenance and support pursuant to the contract. In the event that Contractor should wish to discontinue maintenance and support of the then current version of the Licensed Software as set-forth in Appendix A, "Statement of Work" or any amendment thereto, and as long as the County is current on Support, Contractor shall be required to provide to the County, free of charge, and with reasonable time to allow for uninterrupted use by the County, a new version of the software, if one is generally made available to all Contractor customers of the Licensed Software current on Support, which shall replace the previous version and perform the functions described in Appendix A, "Statement of Work" or any amendment thereto, and to support and maintain such new version of the License Software for the balance of the term of this Agreement without additional costs to the County, other than the payment of applicable Support fees.

In the case that Contractor is providing Support of the then current version of the License Software being used by the County, Contractor shall only provide any new version of the License Software if the County is current on Support and there are no outstanding account receivables and the new License Software is generally made available to all Contractor's customers current on Support. Any License Software that includes additional functionality or modules that the County wishes to use may require additional fees which fees shall be mutually agreed upon in writing by the parties herein.

In the event of a conflict between this Article 8 and any other Articles contained within this Agreement, this Article 8 will prevail.

ARTICLE 9. FEES AND PAYMENT

9.1 License and Service Fees. In consideration of the license rights granted in this Agreement, the County shall pay the Software License Fees as set forth on Appendix B "Payment Schedule" attached hereto. In consideration for the implementation services and maintenance, the County shall pay the fees set forth in Appendix B "Payment Schedule". The County shall have no obligation to pay the Contractor or any additional sum in excess of these amounts, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor or before County's approval of this Agreement shall be at the Contractor's risk and expense

9.2 Maintenance and Support Fees. Any and all support and maintenance services under this Agreement shall be compensated for by means of an annual flat rate. The fees are due for payment annually in advance upon invoicing by Contractor as set forth in Appendix B, "Payment Schedule." In the event the County acquires Software licenses in addition to that indicated in Appendix A from Contractor (the "Additional Software"), the Maintenance and Support set forth in Article 6 shall be extended to cover the Additional Software, and the County 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.

9.3 Travel. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

9.4 Fixed Pricing. Prices shall remain firm and fixed for the term of the Agreement, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof.

9.4 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Internal Services Department
111 N.W. 1st Street, 10th Floor
Miami, FL 33128
Attention: Olga Diaz

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. PROTECTION OF SOFTWARE

10.1 Proprietary Information. The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

10.2 Proprietary Rights. The Contractor hereby acknowledges and agrees that the County retains all rights, title and

interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under this Agreement.

Except as otherwise provided in Appendix A, "Statement of Work", the Contractor hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder.

10.3 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

10.4 Ownership. County further acknowledges that all copies of the Software in any form provided by the Contractor are the sole property of the Contractor or its licensors. The County shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of Contractor's proprietary rights therein.

ARTICLE 11. CONFIDENTIALITY

11.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 if the Florida Statutes. Notwithstanding anything else in this Article to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

a) Materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement or which the County holds the proprietary rights, may constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of the County, unless required by law.

b) In addition to the foregoing, all County employee information and County financial information may be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

11.2 Maintenance of Confidential Information. The Contractor shall advise each of its employees, agents, subconsultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subconsultants or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

11.3 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subconsultants or suppliers without the prior written consent of the County.

11.4 Survival. Licensee's obligations under this Article 11 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason

ARTICLE 12. INSURANCE AND INDEMNIFICATION

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from claims, demands, suits, causes of actions or proceedings for personal injury, death, property damage or infringement

arising directly out of the acts or omissions of Contractor its employees, agents, servants, partners principals or subcontractors which may be brought against the County or its officers, employees, agents or instrumentalities. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractors expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned (if any), non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance in the amount of $1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI DADE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL33128

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension

periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 13. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager:

Miami-DadeCounty
Internal Services Department
111 N.W. 1st Street, 24th Floor
Miami, FL 33128

Attention: Glen Cleghorn
Phone: (305) 375-1520
E-mail: clegg@miamidade.gov

and to the Contract Manager:

Miami-Dade County
Internal Services Department
111 N.W. 1st Street, Suite 1300
Miami, FL33128-1974

Attention: Beth Goldsmith
Phone: (305) 375- 4417
Fax: (305) 375- 5688
E-mail: bgoldsm@miamidade.gov

(2) To the Contractor

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

Attention: President
Phone: 610.687.9202
Fax: 610.971.9447
E-mail: john.hines@assetworks.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 14. NONASSIGNABILITY

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

ARTICLE 15. INSPECTOR GENERAL REVIEWS

15.1 Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

15.2 Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County Agreements, throughout the duration of said Agreements, except as otherwise provided below. The cost of the audit for this Agreement shall be one quarter (1/4) of one (1) percent of the total Agreement amount which cost shall be included in the total Agreement amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Agreement renewals and extensions.

15.3 Exception. The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following Agreements: (a) IPSIG Agreements; (b) Agreements for legal services; (c) Agreements for financial advisory services; (d) auditing Agreements; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance Agreements; (h) revenue-generating Agreements; (I) Agreements where an IPSIG is assigned at the time the Agreement is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted Agreement at the time of award

15.4 Inspector General Powers. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County Agreements including, but not limited to, those Agreements specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Agreements, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with Agreement specifications and to detect fraud and corruption.

a) Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Agreement documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 16. COUNTY USER ACCESS PROGRAM (UAP)

16.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Agreement, or any Agreement resulting from this solicitation and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Agreement shall invoice the Agreement price and shall accept as payment thereof the Agreement price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

16.2 Joint Purchase. Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Agreement pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

16.3 Contractor Compliance. If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with this Agreement.

ARTICLE 17. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

Vendor Registration. The Contractor shall be a registered vendor with the County Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit*** (Section 2-8.1 of the County Code)
2. ***Miami-Dade County Employment Disclosure Affidavit***(*Section 2.8-1(d)(2) of the County Code)*
3. ***Miami-Dade Employment Drug-free Workplace Certification*** *(Section 2-8.1.2(b) of the County Code)*
4. ***Miami-Dade Disability and Nondiscrimination Affidavit*** *(Section 2-8.1.5* of the County Code*)*
5. ***Miami-Dade County Debarment Disclosure Affidavit*** *(Section 10.38 of the County Code)*
6. ***Miami-Dade County Vendor Obligation to County Affidavit*** *(Section 2-8.1 of the County Code)*
7. ***Miami-Dade County Code of Business Ethics*** *(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)*
8. ***Miami-Dade County Family Leave Affidavit*** *(Article V of Chapter 11 of the County Code)*
9. ***Miami-Dade County Living Wage Affidavit*** *(Section 2-8.9 of the County Code)*
10. ***Miami-Dade County Domestic Leave and Reporting Affidavit*** *(Article 8, Section 11A-60 11A-67 of the County Code)*
11. ***Subcontracting Practices*** *(Ordinance 97-35)*
12. ***Subcontractor /Supplier Listing*** *(Section 2-8.8 of the County Code)*
13. ***Environmentally Acceptable Packaging*** *(Resolution R-738-92)*
14. ***W-9 and 8109 Forms*** (as required by the Internal Revenue Service)
15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
   - Identification of individual account records
   - To make payments to individual/Contractor for goods and services provided to Miami-Dade County ***Affidavit***
   - Tax reporting purposes
   - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. ***Office of the Inspector General*** (Section 2-1076 of the County Code)
17. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. ***Antitrust Laws***
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 18. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

ARTICLE 19. GOVERNING LAW AND VENUE

This Agreement, including appendices, and all matters relating to this Agreement (whether in Agreement, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida, the county of Miami-Dade. All claims, disputes, or lawsuits arising out of or in connection with services provided in this Agreement shall be conducted in the exclusive venue in a court of competent jurisdiction in Miami-Dade County, Florida.

ARTICLE 20. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE 21. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 22. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 23. MANNER OF PERFORMANCE

a) The Contractor shall provide the implementation services more specially described in Appendix A ("Statement of Work" described herein in a competent and professional manner in accordance with the terms and conditions of this Agreement. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its

employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that any individual is not performing in a manner consistent with the requirements for such a position.

c) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

d) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 24. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

24.1 The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Statement of Work; and claims for damages, compensation and losses.

24.2 The Contractor shall be bound by all reasonable determinations or orders and shall promptly obey and follow every order of the Project Manager consistent with this Agreement, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

24.3 The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

24.4 In the event of such dispute, the parties to this Agreement authorize the County Mayor designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive and final, unless review is sought in the appropriate court. . Any such dispute shall be brought, if at all, before the County Mayor within a reasonable time frame after the occurrence, event or act out of which the dispute arises and after unable to reach agreement with the Project Manager.

24.5 The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after receiving the County Mayor decision or a reasonable time after the Contractor has submitted the dispute to the County Mayor in writing and the County Mayor has failed to render a decision.

ARTICLE 25. MUTUAL OBLIGATIONS

25.1 This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

25.2 Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

25.3 In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 26. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 27. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 28. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 29. SUBCONTRACTUAL RELATIONS

29.1 If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

29.2 The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

29.3 Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

29.4 In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

29.5 The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 30. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

30.1 The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

30.2 The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with termination under 30.1 or cancellation, including attorney's fees.

30.3 The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

30.4 The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

v. take no action which will increase the amounts payable by the County under this Agreement; and

30.5 In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

30.6 All compensation pursuant to this Article are subject to audit.

ARTICLE 31. EVENT OF DEFAULT

31.1 An Event of Default shall mean a breach of this Agreement by either party. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default by Contractor, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis;

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Contractor has failed in the representation of any warranties stated herein.

31.2 When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

31.3 In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 32. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs by one party, in the determination of other party, the non-defaulting party shall so notify the defaulting party ("Default Notice"), specifying the basis for such default, and advising the defaulting party that such default must be cured within thirty (30) day period or immediately if required or this Agreement may be terminated. If the defaulting party fails to rectify the default within a thirty (30) day period, the nondefaulting party may grant an additional period of such duration as the that party shall deem appropriate without waiver of any rights hereunder, so long as the defaulting party has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the nondefaulting party prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 33. REMEDIES IN THE EVENT OF DEFAULT.

If an Event of Default occurs, the defaulting party shall be liable for direct damages resulting from the default.

The County may also bring any suit or proceeding for specific performance or for an injunction. The parties shall have all rights and remedies at law and in equity.

ARTICLE 34. PATENT AND COPYRIGHT INDEMNIFICATION

a)The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b)The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c)In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d)The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e)The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 35. PROJECTS AND SERVICES

The parties anticipate that from time to time they will be in contact regarding the County's needs for assistance on clearly defined Projects ("Projects") in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities ("Additional Services").

ARTICLE 36. ADDITIONAL STATEMENTS OF WORK

Prior to the commencement of Additional Services for any Project, the County and the Contractor shall mutually agree upon the terms and conditions required to complete a Statement of Work ("Additional SOW") for the specific Project that shall define in detail the Services to be performed. After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement.

ARTICLE 37. REVIEWING DELIVERABLES

The Contractor agrees to submit all Deliverables required to be submitted for review and approval by the County in accordance with the specific requirements in the Statement of Work, and as specified herein. "Deliverables" do not include software corrections and updates provided pursuant to Article 6. The Contractor understands that the County shall have final approval on all Deliverables.

In reviewing the Deliverables, the Contractor understands that the County will provide the Contractor with:

i. a written notification of the County's approval,

ii. a written notification that each Deliverable is approved subject to the Contractor providing prompt correction of a

minor deficiency, or,

iii. in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiently advise the Contractor of the basis on which the Deliverable was determined to be unacceptable.

The Contractor understands that failure by the County to provide a notice of approval or disapproval within thirty days of receipt of the Deliverable will constitute approval.

Furthermore:

For each Deliverable made hereunder, the County shall have thirty (30) business days, commencing on the first business day after receipt by the County of the Deliverable, to determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.

Unless an extension of time has been granted by the County pursuant to Article 43, "Extension of Time", within five (5) business days after receipt of the County's notification of "disapproval", the Contractor shall deliver to the County the necessary revisions and/or modifications for a second review by the County or a plan for providing such revisions and modifications.

If after the second review period the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to:

Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,

Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval

The County shall have the right to approve or accept part of any Deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Contractor must correct any deficiencies within the time the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to correction of minor deficiencies) or, if no time is given, promptly. If the County does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the County, be regarded as void and of no effect.

ARTICLE 38. IMPLEMENTATION SERVICES

The Contractor shall bear the risk of loss or damage to delivered Software and/or Deliverable until the time the Project Manager certifies that the Software and/or Deliverable has successfully completed the System Acceptance Test, except loss or damage arising from the negligence or willful acts of the County.

Contractor agrees to install the Software at the County's Information Technology Department's Data Facility. Contractor agrees to commence installation of the Software according to Appendix C, "Implementation Timeline" unless a different time for implementation is otherwise mutually agreed upon by the parties hereto. All implementation services will be performed during normal business hours whenever possible; however some services to be provided may be required outside of normal business hours to accommodate County operations. Work to be performed outside normal business hours will be mutually agreed by both parties. Contractor shall diligently pursue and complete such implementation services without interruption and in accordance with Appendix C, "Implementation Timeline," so that such Software is in good working order and ready for use by the dates set forth in Appendix C, "Implementation Timeline" provided County has allow access to the Data Facility. Contractor will not be responsible for delays caused by the County.

Contractor agrees to provide the services set forth in Appendix A, "Statement of Work," for proper implementation of the Software and to perform its implementation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work to

complete Software System installation. The County shall be responsible for resolving all disputes relating to Site access between Contractor and/or County personnel. Contractor shall provide materials necessary to properly implement the Software System as more specifically defined in Appendix A, "Statement of Work." The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the implementation services described herein.

Software testing shall consist of the tests described in Article 42 and Appendix A, "Statement of Work," which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate operability of the Software in conformance with the requirements of the Contract. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance if the Software fails to conform to the specifications outlined within this Contract, including an appendixes or attachments.

ARTICLE 39. SOFTWARE RELATED DOCUMENTATION

The Contractor shall provide to the County Software-related Documentation in electronic format. Such Documentation shall consist of all standard manuals, guides, design documents and other materials that the Contractor makes generally available to customers, in addition to customized written specifications for any interfaces or development completed specifically for the County. The County will have the right, as part of the license granted herein, to make as many additional copies of the Documentation as it may deem necessary for use consistence with this Agreement.

ARTICLE 40. SOFTWARE WARRANTIES

40.1 Ownership. The Contractor represents that it is the owner of the entire right, title, and interest in and to Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

40.2 Limited Warranty. Contractor represents and warrants to the County that the Software, when properly installed by the County will perform substantially as described in Contractor's then current Documentation for such Software, and will meet the requirements and uses as represented to County by Contractor, for a period of ninety (90) business days from the date of Final System Acceptance. For purpose of this provision, Documentation includes Contractor's electronic files available to County at Contractor's website and in the Contractor's response to the RFP.

40.3 Limitations. Notwithstanding the warranty provisions set forth in Section 40.2 above, all of Contractor's obligations with respect to such warranties shall be contingent on County's use of the Software in accordance with this Agreement and in accordance with Contractor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Contractor from time to time. The Contractor shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, or extreme power surge.

40.4 County Remedies. If Software fails to meet the warranties requirements and Contractor fails to remedy the non-compliance or replace the Software within thirty (30) days of written notice specifying the non-compliance or failure, County, at its sole discretion may require Contractor to refund the amount paid by County for the Software concerned upon return of such Software or the amount paid for the entire product, depending on the failure, to Contractor, or terminate the "Statement of Work" and refund that portion of any fees received that correspond to such failure to perform. All replaced Software thereof shall be returned to and become the property of Contractor. If such replacement is not so returned, County shall pay Contractor in accordance with this Agreement. Contractor shall have no liability under this provision after expiration of the Warranty Period. If the County elects to have Contractor refund all or part of the fees for Software because of a breach of warranty in this section 40, County's damages are limited to that refund and County shall have no further remedy or claim against Contractor. County may, at its election, not to seek a refund and shall have all rights and remedies available in this Agreement and at law. For clarity, this provision does not apply to Services, which are warranted under Article 41.

ARTICLE 41. ADDITIONAL WARRANTIES

41.1 Services Warranty. For the warranty period, The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

41.2 Third Party Warranty. In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractors' and suppliers' warranties and representations with respect to the Software provided hereunder.

ARTICLE 42. TESTS

The Contractor shall configure and program the Software System to conform to Appendix A, "Statement of Work."The Software and/or Deliverables will be subject to several tests, including a Final System Acceptance test as further outlined in Appendix A, "Statement of Work", and Acceptance Criteria to be developed and agreed by both parties. To assure System performance, the County's Project Manager will coordinate all testing of the Software and/or Deliverables and provide Final System Acceptance upon completion of all milestones and deliverables as outlined in Appendix B, "Payment Schedule." Final System Acceptance shall be subject to the time restraints established in Article 37, "Reviewing Deliverables."

Failure of the Software and/or Deliverables to satisfy the acceptance criteria and conform to the requirements set forth in Appendix A, "Statement of Work" by the timeframes set forth in Appendix C, "Implementation Timeline," may result in the County withholding payment until satisfactory acceptance is granted to the Contractor provided the County has promptly advised Contractor of any issues.

Unless otherwise provided in a Statement of Work for Additional Services, Enhancements or Modifications, after Final System Acceptance is granted, any modifications, fixes, enhancements, and/or new releases of the Software will be as follows:

- Contractor's Customer Service Team will provide written notice to the County Project Manager, or his designee, of modifications, fixes, enhancements, and/or new releases of the software available for download.
- County may test and implement at its discretion.
- Contractor will provide release notes for the modifications, fixes, enhancements, and/or new release of software.
- The updated source code for the software will be then provided to the authorized Escrow Agent.

ARTICLE 43. EXTENSION OF TIME

43.1 If the Contractor is delayed at any time hereunder due to any of the following then the affected schedule or the required performance of Work may be extended by the County in the reasonable exercise of its discretion for such reasonable time as the County may determine, subject to the following conditions:

i. The cause of the delay is beyond the Contractor's control and arises without its fault or negligence, and arises after the execution hereof and neither was nor could have been anticipated by the Contractor by reasonable investigation; and

ii. The completion of the Work will be actually and necessarily delayed by the causes set forth in "i" above; and

iii. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and

iv. The Contractor has provided a written request and other information to the County, as described in subsection 43.4 below. The Contractor shall specifically state in such notice that an extension is or may be requested and identify the cause of the delay, describing the nature and its effect on the completion of the affected portions of the Work identified in the notice. All of the conditions of this subsection 43.1 must be met in order to be deemed an Excusable Delay.

43.2 All references in this Article to the Contractor shall be deemed to include subcontractors and suppliers, all of whom shall be considered as agents of the Contractor.

43.3 The period of any extension of time shall be only that which is necessary to make up the time actually lost. The County reserves the right to rescind or shorten any extension previously granted if the County subsequently determines that any information provided by the Contractor in support of its request for an extension of time was erroneous or that there has been a material change in the facts stated.

43.4 The County may require the Contractor to furnish such additional information or documentation, as the County shall

reasonably deem necessary or helpful in considering a extension request. The Contractor understands an extension of time will not be granted unless the Contractor affirmatively demonstrates to the County's reasonable satisfaction that the circumstances shown justify such extension.

43.5 Within ten (10) business days of its receipt of all information and documentation as may be required by the County, the County shall advise the Contractor of its decision on such requested extension. Notwithstanding the foregoing, where it is not reasonably practicable for the County to render its decision within such thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.

43.6 Since the granting of an extension of time may materially alter the scheduling plans and other actions of the County and since, with sufficient notice, the County might, if it should so elect, attempt to mitigate the effect of the delay for which an extension of time might be claimed, and since mere oral notice may cause a dispute as to the existence or substance thereof, the giving of written notice as required in subsection 43.1(iv) above shall be a condition precedent to the Contractor's rights hereunder.

43.7 Should any person seek a restraining order, preliminary injunction or an injunction, of which the Contractor becomes aware, which may delay the Services, the Contractor shall promptly give the County a copy of all legal papers received or prepared or received by the Contractor in connection with such action or proceeding.

ARTICLE 44. EXTENSION OF TIME NOT CUMULATIVE

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 43, "Extension of Time" above, the Contractor shall be entitled to a separate extension of time for each one of the causes but only one period of extension shall be granted for the delay. In addition, the Contractor shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall Work unless the overall Work is necessarily affected by the delay. Accordingly, in the event of a delay, the Contractor shall proceed continuously and diligently with the performance of the unaffected portions of the Work.

ARTICLE 45. NO DAMAGES FOR DELAY

The Contractor hereby agrees to make no claim for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any acts or omissions to act of the County, or any of its representatives or other contractors, and agree that any such claim shall be fully compensated for by an extension of time to complete performance of the Work, as provided for in Articles 43, "Extension of Time", Article 44, "Extension of Time Not Cumulative", and 45 "No Damages for Delay". Notwithstanding the foregoing, the Contractor reserves the right to request a change order in accordance with Article 46 for additional hours or cost incurred because of any delay not the responsibility of the Contractor.

ARTICLE 46. CHANGES AND EXTRA WORK

46.1 The Contractor may request and the County reserves the right to order changes which may result in additions to, reductions to or deletions from the amount, type or value of the Work required by this Agreement. Any such work shall be known as "Extra Work". It is understood and agreed by the Contractor that the amount to be paid or deducted from payment by the County for Extra Work shall be computed on the basis of the applicable rates set forth in the Price Schedule for equivalent items as determined by the Project Manager. Extra Work so ordered must be as mutually agreed. .

46.2 No Extra Work shall be performed except pursuant to written orders of the Project Manager expressly and unmistakably indicating his intention to treat the work described therein as Extra Work. In the absence of such an order, if the Project Manager shall direct, order or require any work which the Contractor deems to be Extra Work, the Contractor shall give written notice to the Project Manager stating why he/she deems such work (hereinafter "Disputed Work") to be Extra Work. Said notice is for the purposes of (1) affording an opportunity to Project Manager to cancel promptly such order, direction or requirement; (2) affording an opportunity to the Project Manager to keep an accurate record of the materials, labor and other items involved; and (3) affording an opportunity to the County to take such action as it may deem advisable in light of such disputed work.

46.3 No change in or modification, termination or discharge of this Agreement in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or his duly authorized representative; provided, however, that any change in or modification, termination or discharge of this Agreement, expressly provided for in this Agreement shall be effective as so provided. The County may only be bound hereunder by a properly authorized officer

of the County.

46.4 In the event that the County shall order Extra Work for which there are no applicable rates set forth in the Price Schedule for equivalent items as determined by the Project Manager, it is understood and agreed by the Contractor that the County and the Contractor shall negotiate a mutually agreeable price to be paid by the County for the Contractor's performance of such Extra Work.

ARTICLE 47. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 48. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 49. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 50. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 51. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization,

dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 52. SOFTWARE ESCROW

The County requires that the Contractor maintain a software escrow account throughout the lift of the Agreement to protect against failure of the Contractor to provide the agreed upon services. A copy of the vendor's source code is to be kept by a trusted third party to ensure that the County will have access to the source code in the event that the Contractor is unable to support the software. The Contractor is required to maintain the most current version of the application with the escrow agent including but not limited to all incremental releases and upgrades as well as customized development or interfaces completed for the County. The specific provisions of such Escrow Agreement are attached hereto as Exhibit 4, "Escrow Agreement."

ARTICLE 53. FORCE MAJEURE

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which in not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractors, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, or the like including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war.

ARTICLE 54. LIMITATION OF LIABILITY

Except with respect to claims arising out of Article 34, "Patent and Copyright Indemnification," in the event of any claim brought by either party against another hereunder, a party will be liable only for actual, direct losses or damages incurred, limited to the amount of the total value of this Agreement, 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.

ARTICLE 55. SOLE SOURCE PROVIDER

The Contractor 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 FASuite, G2K, MCMS, M4 and FleetFocus™. Contractor is solely authorized or certified to provide this service.

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IN WITNESS WHEREOF; the parties have executed this Agreement effective as of the Agreement date herein set forth below.

CONTRACTOR	**MIAMI-DADECOUNTY**
By: _____	By: _____
Name: John H. Hines, III	Name: _____
Title: President	Title: _____
Date: 3- Feb-2012	Date: _____
Attest: _____ Corporate Secretary	Attest: _____ Clerk of the Board
Corporate Seal	Approved as to form and legal sufficiency _____

APPENDIX A

STATEMENT OF WORK

AssetWORKS

STATEMENT OF WORK

Miami-Dade County

FleetFocus™

FleetFocus™ Asset and Maintenance Management Applications

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Introduction

AssetWorks is pleased to partner with Miami-Dade County (the County) for a successful implementation of the FleetFocus™ asset and maintenance management applications. This Statement of Work identifies the tasks required for the implementation of the FleetFocus™ application and is based on AssetWorks' current understanding of the requirements and AssetWorks' previous experience with similar engagements. AssetWorks recommends the County 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.

The following work plan details the effort required both from the AssetWorks Implementation Services team and the County's Project Team to complete a successful implementation. The services provided under this Statement of Work include project management, system analysis, testing, training, and general consulting and implementation assistance.

Project Implementation and Training:

Project Management and Administration – AssetWorks will assign a Project Manager to assist the County with the implementation of FleetFocus™, including conducting a project Kick-Off Meeting; developing and managing the implementation schedule; managing AssetWorks resources and deliverables; conducting regular progress meetings; and providing regular project status reports.

Business Process Review – AssetWorks will review the County's proposed fleet and maintenance management business process to identify opportunities to engineer those processes to take full advantage of the functionality and capabilities of the FleetFocus™ application. AssetWorks will also assemble the final requirements for all application functionality, including any interfaces, enhancements and reports. AssetWorks will document and review the requirements with the County before proceeding with the application design, setup and training.

System Setup and Configuration – AssetWorks will consult with the County on the setup and configuration of the FleetFocus™ application to support the loading of the pre-production data. This task includes setting up the application's security module, creating user roles, and populating reference codes. The County will have principal responsibility for loading the data and setting system flags and attributes, with direction from AssetWorks. AssetWorks will provide the County with templates for loading unit records into the system. AssetWorks will assist the County with the design of the user roles and work-flows during a work-flow planning workshop. The County will have responsibility for configuring the advanced functionality needed to support the planned work flows such as defining job schedules and standards; billing; warranty terms; motor pools and inventory reorder parameters.

Documentation – AssetWorks will provide the County with our standard documentation and training aides. The County will be responsible for customizing standard AssetWorks documentation to be used as training guides for the County users. AssetWorks will review completed documentation to insure the edited documents correctly support the application. In addition to the standard documentation, AssetWorks will develop customized written specifications for any interfaces or development completed specifically for the County. This documentation will be provided to the County in electronic format.

Application Readiness – AssetWorks will assist the County with conducting a conference room pilot implementation prior to the production rollout of the application. This testing will focus on proving that the application has been populated and configured correctly and is ready to deploy in accordance with specifications.

Training – AssetWorks will provide on-going training throughout the implementation. This training will include: Key-User, Application, and User training sessions. AssetWorks will provide on-site training to all County fleet personnel as requested in the RFP. All training will be conducted by AssetWorks Implementation Consultants.

Production Rollout – AssetWorks will provide on-site support during the initial production roll-out for a smooth transition to the FleetFocus™ application.

Technical and Development Support:

Client Hosted Software Installation –the County may host the FleetFocus™ application in their data center and will have responsibility for the procurement of any needed hardware. AssetWorks will install the FleetFocus™ application in the County production and test environments. Installation includes the FleetFocus™ application and batch services, the Crystal Reports Server/Business Objects Enterprise reporting environment, and the FleetFocus™ Oracle or SQL Server production and test database instances.

Data Loading – AssetWorks will provide templates and instructions for extracting and loading large volume record sets to populate master records and appropriate history. The County will have responsibility for populating the templates and submitting the templates for loading.

Interfaces - Together with the County, AssetWorks will develop specifications for any interfaces between FleetFocus™ and the County internal and external systems. The interfaces will be development in the format required by the internal systems. Completed interfaces will be delivered in a schedule maintenance release or upgrade.

Modifications and Enhancements – AssetWorks will provide custom development services on a time and materials basis. For each enhancement, AssetWorks will prepare a detailed development specification and budget that must be approved by the County before proceeding.

Custom Reports - AssetWorks will provide custom report services on a time and materials basis. It is expected during the requirements review and the design phase that specific reporting requirements will be identified that cannot be met by an existing standard report, dashboard, or on-line query. For these requirements detailed development specifications and quotes will be prepared.

Implementation Work Plan

The following Work Breakdown Structure (WBS) tasks represent those services necessary to minimally implement FleetFocus™ at a client location. These services include the installation of the FleetFocus™ application and database; project management services; basic training services; and master record data conversion. The proposed project plan assumes that AssetWorks will provide instruction and direction to the County during the implementation with the County Project Team responsible for conducting most of the task work.

AssetWorks will commence the project upon receiving an executed contract from the County.

WBS 1.0 Project Start-Up

This initial project phase is about getting the project underway by scheduling a Project Start-Up conference call. AssetWorks will initiate the Project Start-Up conference call with the County's designated Project Manager to discuss how to proceed with the implementation. Key points for this initial call include:

Introducing members of the AssetWorks and the County project teams
Scheduling of the Project Orientation
Reviewing project deliverable, terms, and conditions
Distributing the FleetFocus™ Implementation Questionnaire

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

Deliverable for Project Startup

- Facilitate a Project Start-Up conference call

WBS 2.0 Project Management and Oversight Services

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

Coordination of project resources and work so that milestones are met in an efficient manner; tasks will be designed so as to reasonably minimize implementation time and cost while taking into consideration resource and time constraints such as the County staff availability;
Serve as the main point of contact for the County project manager;
Provide regularly scheduled updates to the work plan

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

The AssetWorks Project Manager will monitor the project resources to ensure quality delivery of services and that the deliverables are completed on time and in accordance with the project requirements. The Project Manager will also be responsible for preparing periodic billings in accordance with the payment terms laid out in the License and Professional Services agreements. The AssetWorks Project Manager will assist the County in developing appropriate measures to determine if Deliverables have been completed in order to facilitate Acceptance.

Deliverable for Project Management Services

- Relevant Project Status Meetings and Reports to be conducted upon mutual agreement between AssetWorks and the County.

WBS 3.0 Project Kick-Off and Orientation Meeting

The Project Kick-Off Meeting will be orientation training for the County project team. After completing this session, the project team will have an understanding of the implementation process and will be prepared to start collecting the data required to setup and configure the system.

The Kick-Off Meeting is devoted to the core project team (described in detail in a later section) that is responsible for the decision-making with regard to the FleetFocus™ system. This meeting is typically one-two days and includes detailed discussion and review of the following topics:

FleetFocus™ system orientation,
Review of the Implementation Questionnaire,
Potential changes to business practices,
System Implementation Steps (Jump Start Implementation document) and assignment of customer responsible tasks,
Contract deliverables,
Data loading processes,
Orientation on the FleetFocus™ system.

After a high-level review of the County's existing business practices and future process requirements, AssetWorks will explain the implementation steps as detailed in the Jump Start Implementation document.

The AssetWorks Project Manager will use this information to revise the project plan and assign AssetWorks and the County staffing resources to various tasks in the plan. Following the Kick-off Meeting, an updated project schedule will be delivered to the County by AssetWorks.

The County will assist in facilitating this session. The County will provide hard copies of the orientation materials for attendees, which will include presentation materials outlining the project objectives and product information.

Deliverable for Project Team Implementation Orientation

- Project Team Orientation materials (presentation materials, approximately 30-50 slides in length)
- Kick off meeting will consist of two days of on-site meetings and discussions

WBS 4.0 Miami-Dade County Hosted Installation

Hardware Acquisition

The County controls its infrastructure and technology. AssetWorks is not responsible for the purchase and installation of hardware or database software. AssetWorks will provide a System Requirements document detailing the recommended hardware requirements and configurations to successfully deploy the FleetFocus™ application.

AssetWorks will not be responsible for any construction or communications infrastructure. AssetWorks will not install any servers or other hardware. The County will be responsible for purchasing all hardware and installing the hardware in its data center. The County is responsible for establishing network connectivity, installation of all firewall and network security software. The County will be responsible for testing that the hardware is correctly installed and successfully configured on the network. AssetWorks assumes that the County 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 County wide area network).

The County will complete appropriate configuration in accordance with Exhibit 1, "System Requirements." The County 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. All operating systems and related software, including the relational database management system (RDMS) – either Oracle 10g or SQL Server – not directly purchased from AssetWorks must be pre-installed by the County prior to the installation of FleetFocus.

AssetWorks will install the database instances. The FleetFocus™ instance can be installed along existing database instances if the County has the appropriate licenses permitting use of the database application with FleetFocus™. AssetWorks will work with the County to correctly size the FleetFocus™ database and ensure the County network environment is ready for the new system.

Prior to scheduling the FleetFocus™ installation, the AssetWorks Project Manager will review with the County's Project Manager that the required hardware is available and configured on the County's network. The AssetWorks Installation Engineer will contact the appropriate the County technical staff ***prior*** to the schedule installation date to verify that technical environment is prepared. During that call, a pre-installation configuration questionnaire will be completed by the AssetWorks Installation Engineer.

Deliverable for Hardware Acquisition

- System Requirements and Database Sizing Guide

Software Installation

Once the County's environment is ready for the installation, the Project Manager will schedule the AssetWorks Technical Support Engineer into the appropriate the County location. The Technical Support Engineer will complete the following software installation tasks:

Installation of FleetFocus™ application server software, including the batch server;
Installation of Business Objects Enterprise or Crystal Reports Server software (if purchased from AssetWorks);
Installation of the FleetFocus™ database schemas; and
Certification of the application installation by AssetWorks.

The software installation will include installation of two FleetFocus™ environments to be used during the project lifecycle: Production and Test. The Test environment provides an alternative to production for testing data conversions, interfaces, and software upgrades. The Application and Test application environments must be installed on separate servers as the business components in the two environments can vary. A single Batch and Reports Server will be installed, but will contain separate file structures for test and production reports and batch programs. AssetWorks will also install test and production database schemas into two separate client-installed database instances. License keys for FleetFocus™ and all licensed optional modules will be installed by AssetWorks activating the application. Once completed, the Technical Support Engineer will publish a URL for each environment deploying the application. An installation software CD or downloaded file, a copy of any third-party software provided by AssetWorks, and a copy of the Installations Guide and Database Tables Layouts Guide will be provided to the County during the installation process.

The AssetWorks Technical Support Engineer will complete an Installation Worksheet form that documents the installation for later use in support troubleshooting. The Technical Support Engineer will also complete a basic test plan to insure the system is correctly installed and functionality. Once completed, the Technical Support Engineer will conduct an informal training session with the County technical staff to review the installation and basic application maintenance and upgrade procedures.
The County's technical resources from its Network, Database Administration and Web-services areas are expected to be involved during the installation process.

AssetWorks will also provide one day of remote technical assistance with the installation of the preproduction application upgrade. This will include running the Install-Shield installation program and aiding the County with the setup and configuration of supporting services for the County interfaces and enhancements.

Deliverable for Software Installation Services

- Installation of AssetWorks software and database in a test environment
- Installation of AssetWorks software and database in production environment

WBS 5.0 Business Process Review

Following the Project Kick-off, AssetWorks will initiate a high-level cooperative review of the County's planned fleet business processes and procedures and its strategic goals in order to develop a set of requirements for a successful system implementation. The goal of this phase is to develop an understanding of the County's policies and procedures, identify opportunities to adopt best practices that support the application's implementation and determine how FleetFocus™ will be integrated into the day-to-day operation of the fleet.
The Implementation Questionnaire introduced during the Kick-Off Meeting will be the starting point for the Business Process Review. The County's core team is responsible for completing the Implementation Questionnaire before any training sessions can be scheduled. The County's preparation for this phase includes the assimilation of all relevant fleet, operations, and maintenance operating procedures and documents supporting the proposed data and work-flows.

Once the Questionnaire has been completed and all relevant documentation assembled, AssetWorks will meet with the Core Team to commence the Operations Review. The Operations Review is a series of meetings and interviews to review the Implementation Questionnaire; observe operations; sketch out FleetFocus™ work-flows; and discuss strategic objectives for future operations.

One of the outcomes of the Business Process review is the determination of the requirements for all interfaces, functionality enhancements, system modifications and custom reports. AssetWorks understanding of the initial requirements identified during the procurement stage are outlined in later section of this Statement of Work. During the Business Process Review, AssetWorks will identify specific development requirements and work with the County to document the requirements for each development item. These requirements will be the basis for the development of a detailed development specification and cost quote for each of the items.

Deliverables Business Process Review

- Implementation Questionnaire
- Interface, Enhancement and Custom Report Requirements

WBS 6.0 System Setup Services

Key-User Workshop

AssetWorks recommends the County appoint a project lead and a small project team of Key-Users to complete this project. The County should involve representatives from every department within the fleet organization, 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 Key-User 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 parts inventory and procurement.

AssetWorks will lead a three to four day Key-User Workshop. The objective of this Workshop is to provide key users with the skills and information necessary to make decisions and perform all system set-up tasks with relation to system security, reference codes, departments, locations, vendors, units, employees, products, inventory, scheduled jobs, warranties and items. The Key-User workshop is very much a dialogue and exchange of information where the County's project team will plan the overall integration of FleetFocus™ into the County operation under the guidance of AssetWorks' application experts.

The County's preparation for this engagement includes the assimilation and distribution of relevant 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.

Prerequisite: This session requires the installation of FleetFocus™, and the configuration of the production database. The customer must also provide a training room with workstations that can access FleetFocus™. AssetWorks recommends no more than two attendees per computer.

System Configuration

AssetWorks will advise the Project Team on how to setup and configure FleetFocus. The County will take action items from the Key-User Workshop to finalize the definition of all relevant FleetFocus™ data elements and references and to use these definitions to configure the application. This configuration will build on the setup defined with the County core team during the Key-User Workshop and will focus on setting system flags, setting up new codes, configuring code attributes and loading references.
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 loading the data will often depend on the number and type of records to be loaded, the availability of electronic sources to convert from, and the complexity of the reference. For many references, it is far easier to simply key in the code and required description. Departments, Locations, Vendors, and Employees include a record copy feature to copy one configured record to a new record on the table, speeding the entry of these records.

AssetWorks will provide direction to the County during the setup; with the County having the primary responsibility for loading all data and verifying that all data has been entered or converted correctly.AssetWorks does offer a Jump Start code set that can be used to pre-populate some of the codes, such as Job Reason Codes, System Codes, and Category Codes.

The County's deliverable for this task is complete documentation of the County's definitions for all applicable FleetFocus™ data elements. This deliverable is a critical prerequisite to the development of the training material for the roll-out. AssetWorks will work with the County to prepare this documentation. The County must work through each of the reference and setup screens to insure that manually entered and electronically converted data are loaded correctly and to complete fields not loaded during the data loading or conversion.

The information to be loaded during the System Configuration includes:

Reference	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 the County 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 of 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 setup is completed, AssetWorks and the County will review the converted and loaded reference codes to verify that all of 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 pre-production 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.

Deliverables System Setup Services

- Implementation Questionnaire
- Key-User Workshop
- List of data elements that will require data loading/mapping services
- Standard FleetFocus™ System Setup and Configuration Documentation

WBS 7.0 Data Loading Services

The objective of these data loading services is to process data from the applicable the County sources and map the data into FleetFocus. AssetWorks will determine the necessary data required to make the system operational (e.g., asset data, current assignments and locations, etc.) and then identify, in conjunction with the County staff, what data will be available from current systems, and what data the County may have to develop or enter.

The County will provide a sample of the data as soon as possible. Using this sample, the team will define exactly what data will be loaded and define a mapping of data into FleetFocus. AssetWorks will help the County finalize the data mapping and identify the specific sources for each data element the will be included in the actual conversion.

No historical data will be converted. Only master records will be loaded electronically, particularly assets, parts, employees, departments, vendors and direct account codes - where such data is available electronically.

Data Loading Preparation

Once the data loading specifications are completed, AssetWorks will be responsible for populating FleetFocus™ with approved and "clean" the County data. AssetWorks assumes that all the County data files are formatted to facilitate uniform electronic loading. AssetWorks requires that the County supply all loading data in text documents (flat file ASCII format) with necessary documentation. AssetWorks will provide Microsoft Excel templates to assist in loading data into FleetFocus. AssetWorks will convert only the data that maps into FleetFocus. Data that does not map into FleetFocus™ will not be loaded. Further, only data elements that can be entered on a FleetFocus™ screen are part of this loading.

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

The data files for the asset, part, and other master records will be text-based flat files with one row of data per unique record.
The data files for the summary cost history records will be text-based flat files with one row of data per entry.
AssetWorks will use default values for any data element that FleetFocus™ requires that is not in the data file.
The County will provide each test data file and each production data file in exactly the same format.
AssetWorks will not be responsible for "scrubbing" or "cleansing" legacy the County data.
AssetWorks will not source or manually enter any data.

Pre-production Data Loading

After AssetWorks and the County have jointly documented the data mapping and data load process, AssetWorks will develop the scripts needed to load a pre-production database instance with the County's data. AssetWorks will load the data based on the rules defined earlier in the project. The pre-production instance will be exported to the County and imported into a pre-production test environment for review.

County Validation of Data Loading

The County will be responsible for validating the loaded data. AssetWorks will assist the County Project Manager in the validation process by conducting sample tests against the converted data. Additionally AssetWorks will supply the County 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 correct table. It will be up to the County to correct the records, either by adding the missing keys or updating the reference.
The corrected and finished preproduction environment will be preserved and become the basis for the production environment. AssetWorks requests that during the implementation phase, the County implement procedures to track changes to the converted data

and begin making simultaneous changes to keep the production database in sync with the legacy system. A strategy will be developed by AssetWorsk and the County for updating and maintaining data to be moved to the production implementation at Go-Live. This is necessary as records in FleetFocus will be assigned attributes and configured to support FleetFocus and these settings need to be retained or the County.

Production Conversion

In the run-up to Go-Live, a series of production conversion scripts will be executed to load recent values such as meter readings, last PM date and other variables that are used by the application. The County will be responsible for extracting the data, linked to the same primary key found in FleetFocus, into AssetWorks provided templates. AssetWorks will provide scripts to the County to load these values into the prepped pre-production database just prior to Go-Live.

Deliverables for Data Loading Services

- Data Element Mapping Document
- Data Template Specification and Instructions
- Data Templates
- Data Loading Scripts
- Loaded Data in Test environment
- Validation of Data in Test environment
- Loaded Data in Production environment at agreed upon date prior to Go-Live

WBS 8.0 System Configuration

Application Workshop

AssetWorks will conduct Application Workshop sessions for the County system administrators, core project team members and key system users 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 County with application functionality and work-flows that the application can support.

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

Unit Set-up
Unit Acquisition and Disposal
Work Order Processing
Parts Inventory
Account and Billing Set-up
Automated Labor Input
Standard Jobs and PM Forecaster
Billing and Accounting Functions
Optional Modules (i.e. Motor Pool, Replacement, Performance Monitoring)

This training will be divided into separate sessions with each session covering a specific topic. 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. A typical agenda may include:

Day 1 – Asset Management
Day 2 – Maintenance Operations
Day 3 – Inventory Management
Day 4 – Batch Processes, Interfaces, and Standard Reporting
Day 5 – Fuel Management, Advanced Functionality, and Review of Optional Modules

The Project Manager will be responsible for having the appropriate key personnel from each functional area available for the training sessions.

Prerequisite: This session requires the completion of the FleetFocus™ configuration steps and the initial conversion process. Experience indicates that conducting this workshop with the County's own data promotes an increased comprehension of the

material. The County must also provide a training room with workstations running FleetFocus™. AssetWorks recommends no more than two attendees per computer.

Work-Flow Design Workshop

AssetWorks will conduct a Work-Flow Design Workshop with the Core Project Team to outline the specific work-flow and user roles supporting the County's implementation of FleetFocus™. AssetWorks recommends that key-users and stakeholders from each of the functional areas participate in the design workshop to bring practical experience to the process.

AssetWorks will utilize the FleetFocus™ Work-Flow Skills Matrix to assist the County with outlining user roles that integrate those requirements into FleetFocus. The Work-Flow Skills Matrix will be used by the County to develop custom user menus and to configure user security roles during the system setup and configuration phase.

After the Work-Flow Design Workshop, the County will document the agreed upon work-flows and is responsible for develop corresponding Standard Operating Procedures. These documents will outline the various application work-flows and serve as the basis for all future end-user and roll-out training sessions.

Application Configuration

The final phase before go-live involves setting up various functions that support the planned workflows. Similar to the reference code configuration process, the County's user will be responsible for updating FleetFocus™ directly.

The functionality that is configured will depend largely on those system functions identified during the Application and Work-Flow Workshop as integral to supporting the County's business processes. Possible functions that must be configured 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.
User Roles and User Setup	The County 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.
Asset Management	The user must load and configure a 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
Billing	Any customer that plans to charge-back fleet users or run a general ledger interface must configure billing. This includes creating billing items, assigning account codes to departments and items, setting charge-back rules, and creating billing codes to determine how costs are identified and processed for each unit in the application.
Standard Job Schedules	Users define by maintenance class the schedule for each standard job. Job schedules can be setup by time, usage and/or fuel consumption.
Fuel Management	Users that plan to use a commercial fuel interface must setup product definitions, fuel location, and fuel card information. Customers that will use an interface to a third-party system or AssetWorks FuelFocus hardware must also configure tank types, tank and hose settings, and ICU configurations for each of the fuel locations. An initial inventory balance is received and fuel cards are created.
Unit Availability	This functionality allows users to setup a count of units to meet operational requirements by class of equipment and location. User defines the lines by location, the unit counts and count times.

Billing Configuration Workshop

Because of Fleet Management Division's role as the fleet services to County fleet users and its various charge-back methods and rate structures, AssetWorks is recommending a task dedicated to the configuration of the Billing module and the billing interface.

AssetWorks will work with County staff to review in detail the billing, charge-back and markup functionality and aide the County in defining the Billing Items, Billing Codes, Charge-back Schemes, Tax Schemes, and Markup Schemes for each County client. AssetWorks will also work with the County to define the direct account master and matching account codes to the appropriate owning and using department records. The County will be responsible for loading FleetFocus with the identified settings.

Any custom requirements to support County specific billing methodologies or to generate County custom invoices will be identified and specified during this task and incorporated into the appropriate interface and custom development tasks.

Deliverable for System Configuration Task

- Application Workshop
- Work-Flow Design Workshop
- Work-Flow Matrix
- Billing Configuration Workshop
- Standard Application Documentation

WBS 9.0 Systems Interface Development

Interface Development Preparation

AssetWorks develops County-specific interfaces based on a review of requirements with the customer and development of a design specification that must be approved by the customer before development begins. The AssetWorks Project Manager will have responsibility for preparing the specification for all interfaces. There are a few general principles that AssetWorks follows when interfacing to external systems:

Define one system as the system of record – where the data contained is considered the definitive record and the other system(s) contain a replicated record.
Maintain detailed fleet-related transactions in FleetFocus™ and pass this data to the external system.
Interface only high volume transactions and records.
Use isolated batch interfaces providing for rollback of data in the event of a catastrophic failure.
All files exported from FleetFocus for input to the external system conform with standard file layouts
Unless updated with an interface, the County will manually keep all necessary base codes synchronized between FleetFocus™ and external systems.
External systems will use the FleetFocus™ IDs as a primary (and unique) record identifier for all interfaces.
AssetWorks and the County will mutually agree on the data elements and formats of the transactions to be passed through any staging tables or interim transfer point.
The County will provide for storing FleetFocus™ unique identifiers in external systems where necessary. For example, the County will provide fields for the FleetFocus™ request ID and line item number on purchase requests.
Once any transaction has been processed into the external systems, the work flow will follow the current business process. AssetWorks is not responsible to re-define, tailor, adjust, or configure business processes downstream from the entry into the external systems. FleetFocus™ will "feed" the County's systems process already defined and implemented.
The County is responsible for all development work required on the external systems to complete the interfaces.
Each interface will have its own development specification that will include a fixed cost quote for customizing an existing interface/adapter or to develop a new interface/adapter depending on the specification. The number of development days required will vary based on:
Type of interface being developed (i.e.: Batch-Flat File, Batch-Table Driven, Web Service),
Data/File transfer method(s) supported (i.e.: FTP, XML, event-driven notification, manual file transfer, staging table),
User customization of related functionality in external system,
Customizations arebrequired in FleetFocus™ to support the interface.

Design specification must be accepted before any development will begin. Changes to the original specification that may require a modification to the cost quote that will be documented and presented to the client for approval before the modifications will be

added to the original specification. No work will be completed without an acceptable specification and agreed-upon development quote in place.

AssetWorks will develop the FleetFocus™ side of all interfaces and integrations. For in-bound interfaces, AssetWorks will develop either a batch loader process or a web-service to load the data via our standard component process as described below. For out-bound interfaces, AssetWorks will develop a process to extract the data in the required format and submit that data to the target system either as a file, thru a web-service or populating a staging table. The customer is responsible for all development in their source/target system and for maintaining the communication channel with FleetFocus. Unless otherwise indicated, all customizations to third-party systems to support customer interface requirements will be the responsibility of the customer to fund and deliver.

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

Create a preliminary specification/interface design plan
County project team reviews the preliminary specification/interface design plan
AssetWorks reworks the specification/interface design plan as required
County project team provides final approval of the specification/interface designplan
AssetWorks builds interface and incorporates into the development environment
AssetWorks and the County test interface
AssetWorks provides documentation
County gives acceptance of interface
AssetWorks and the project team will develop a mutually acceptable plan and schedule for the work to be completed and identify the resources and timeframe required for the efforts. AssetWorks assumes the County will involve the appropriate staff to reach consensus and decisions on all interface specifications during the discussion and according to the proposed timeline.

Interfaces that require no modification to the FleetFocus™ application can be delivered to the custom as part of a regularly scheduled patch or a customer specific patch. Any Interface that will required modifications to a FleetFocus™ screen or component can only be delivered as part of a scheduled upgrade release, or depending on the extent of the change with the permission of the FleetFocus™ Product Manager a scheduled patch release.

Once development has been completed and tested by AssetWorks in its test environment, AssetWorks will deliver the interface to Fleet Services for testing in its FleetFocus™ test environment. AssetWorks will provide documentation – typically the final development specification – and instruction in how the interface is to be installed and executed. Fleet Services will be responsible for testing the interface in the environment and providing final approval. Each interface program is tested using Fleet Services database and test cases defined in the technical specification. The interfaces are then ready to be placed into production.

When AssetWorks customizes interfaces/adapters or develops new interfaces/adapters for customers, AssetWorks takes full responsibility for maintaining the integrity of that adapter with all new FleetFocus™ release and maintenance updates. The County is responsible for changes if the external system is changed. If the County decides to develop their own interface, AssetWorks takes no responsibility if a FleetFocus™ upgrade or patch breaks an interface. It will be up to the County to maintain the interface if a change to the FleetFocus™ application occurs that conflicts with the County-developed interface.

The following assumptions and designs have been incorporated:

FAMIS Billing Interface

AssetWorks Billing module is designed to produce an output file of either summarized or detailed transactions by account code that can be exported into a financial system. AssetWorks will develop a billing interface to FAMIS that will be executed will generate a batch file when Billing is closed for the fiscal period. These summarized or detail account totals will be used to create General Ledger journal entries for fleet expenses and revenues based on the assets assigned owning and operating department, transaction type, and corresponding account codes. The actual structure of the data will be based on current FAMIS interface structure. The County will be responsible for picking up the output file from FleetFocus in order to provide the file to FAMIS. The County will be responsible for any modifications to FAMIS.

EJ Ward Fuel Transactions Interface

AssetWorks will provide an interface to accept fuel transaction information from the County's fuel system. AssetWorks will provide a mechanism to monitor an ftp site for new fuel transaction files and process them using the internal fuel tickets screen. The County will

provide AssetWorks a sample fuel file with appropriate documentation. AssetWorks assumes it will use the County's standard flat file as the data source for this interface. AssetWorks may require remote control access to the County servers for this task. The County will be responsible for posting new files to the ftp site. Each time a new file is placed in the pre-determined ftp location, FleetFocus™ will process the file and capture any failed records in an error handler. The County will be responsible for re-processing errors from this interface.

CASCOR Warranty Export Interface

AssetWorks has an existing CASCOR export interface that extracts data used by CASCOR to evaluate work orders for potential warranty reimbursement. This standard interface generates a batch file on a scheduled basis that can be sent by the client to CASCOR. The County will be responsible for picking up the output file from FleetFocus in order to provide the file to CASCOR. AssetWorks will aid the County with the configuration of the CASCOR interface. Any changes to the format, layout or structure of the existing interface will result in a change order. The County will be responsible for notifying CASCOR in order to complete interface testing.

Deliverable for Systems Integration Development

- Documented interface plan and functional specification for each of the interfaces described above.
- Deploy interfaces in test environment. County will complete interface testing.
- Deploy interfaces in production environment.

WBS 10.0 Business Intelligence Support

FleetFocus has multiple business intelligence tools, including: Crystal Reports based standard reports, an integrated ad-hoc reporting module, and Dashboards and the Performance Measure and Metrics (PMM) modules. During this task, AssetWorks will provide support to the County with the setup and configuration of each of the reporting tools as described below.

Reporting Requirements Analysis

During the early stages of the project, AssetWorks will meet with the County staff to identify general reporting requirements and help the County determine which FleetFocus tool may be the most appropriate tool to meet the various reporting needs of the organization. A reports matrix will be created identifying the reporting need, frequency, user(s), the data to be reported and the proposed approach to providing the data. This will be become a reference tool for the remaining tasks.

Custom Report Development

The County will have access to all of the standard reports that are delivered and installed with the application (over 200 Crystal Reports-based reports). AssetWorks has included a set of hours for custom report development services. However, should the need arise for custom reports development during the course of the project, AssetWorks can provide requirements definition, technical design, build, test and installation services.

A budget of 80 hours has been included in this Statement of Work to address critical reports or business intelligence support. The actual hours needed to develop reports will be determined based on a review of requirements and the production of specifications for needed development. These hours may be completed during the initial term or any optional renewal period.

AssetWorks will develop any requested custom reports in accordance with the specification approval process outlined above. For specifications that are approved, an AssetWorks Report Writer will begin developing the report and associated .ASPX launch pages. Once development has been completed and tested by AssetWorks in its test environment, AssetWorks will deliver the new reports to the County as either part of a next schedule numbered version release or as a stand-alone patch.

The County will be responsible for installing the update first in its test environment. AssetWorks will provide documentation – typically the final development specification and release notes – and instruction in how report is to be installed and used. The County will be responsible for testing the report in its environment and providing final approval.

The County also has the option of using Crystal Reports to modify a standard FleetFocus™ report and use the Report Options and/or the Alternate Report functionality to substitute their customized version of the report. The Report Options functionality will launch the customer's version of the report when the report is executed from with FleetFocus™.If a customer decides to develop its own reports or modify a standard report, AssetWorks takes no responsibility if an upgrade or patch breaks the report. It will be up to the customers to maintain the report if a change to the application occurs that conflicts with the customer-developed report.

When AssetWorks develops custom reports for customers, AssetWorks takes full responsibility for maintaining the integrity of the reports with all new release updates. AssetWorks developed custom reports also include a report-specific report launch page and integrated filters. Once implemented, our application team will take on the responsibility for maintaining the reports. AssetWorks will also insure that the customer reports will remain compatible with all future releases of FleetFocus™.

Dashboard Design & Configuration

The FleetFocus Dashboard module is fully user-configurable and includes a set of standard dashboard definitions and gauges. AssetWorks will work with the County to instruct them on how to create Dashboard KPI Groups, develop the SQL for specific dashboards, and build user dashboard pages including configuring gauges. AssetWorks will consult on determining which dashboards to setup and how to design the SQL to get the right data results. This task does not include developing custom KPI SQL scripts to generate non-standard or the County specific dashboards. These services can be provided on a time and materials basis.

PMM Module Implementation

The PMM module allows for the comparison of various performance measures and metrics by location, asset type and fiscal period. AssetWorks will provide support to the County with the setting up of the PMM module framework including creating PMM Groups, the PMM location hierarchy, and defining asset types. AssetWorks will review the current set of standard PMM and review with the County how to configure the application to support the calculation of each PMM and identify custom PMM to match the County specific requirements. The development of custom PMM scripts is not included in the proposed task budget and can be provided on a time and materials basis.

Standard and Ad-hoc Reports Training

AssetWorks will provide a training session to various County business analysts and reports developers on the execution of the standard reports, a review of the FleetFocus database for developing custom Crystal Reports, and how to develop ad-hoc reports with the FleetFocus Ad-hoc reporting module.

Deliverable for Business Intelligence Support

- Reporting Requirements Matrix
- Specifications for AssetWorks developed custom Crystal Reports
- Custom Crystal Reports based on the approved specifications
- Reports, Database and Ad-hoc Training
- Dashboard Module training and consulting
- Performance Measure and Metric Module training, configuration assistance and consulting

WBS 11.0 User Training Preparation

The AssetWorks project team will develop and deliver a comprehensive training program to provide FleetFocus™ training for various types of the County users. The training will be role-based and will differ for trainees from the various organizational and functional areas. Each the County 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.

After the initial user training, the County will provide all subsequent user training required in connection with new members entering the user community and on an ongoing basis. Any training materials, including presentation materials, delivered to the County will be delivered as electronic media in Microsoft Word or Microsoft PowerPoint format.

Develop Training Plan

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

Assessment of required levels of training for the County's current Operations user roles and Trainer roles (see below)

Samples of training media for each type of role described below (e.g., handouts, practice exercises, and screenshots with step-by-step instructions).

Standard Training Materials

Once the County approves the Training Plan, the AssetWorks project team will provide standard training materials. 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 County team during the system set-up 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 to the County. The County will be authorized to use training materials for ongoing training within the County. All courses will consist of a combination of classroom and hands-on instruction. Training will include classroom and hands-on instruction through the use of the actual application.

Training Preparation Deliverables

- Training Plan for trainers and end users
- Training materials for trainers and end users

WBS 12.0 Application Readiness Review

A Readiness Review is used to verify FleetFocus™ in a controlled environment to ensure that the application is ready for deployment. For smaller operations this will serve as a pilot implementation before deploying the application in the shop and storeroom. The purposes of this review is to walk through the work-flow process and using a test environment verifying that the processes and system are functioning in accordance to the specifications for the tested function.

During this review, the focus will be on:

Data Loading/Conversions – Was the legacy data correctly mapped and transformed into FleetFocus™? Are there missing data elements that have not been converted that are available from an electronic source, or that need to be manually loaded?

Application Configuration – Has the application been configured correctly to support planned work flows and is the data processed according to the expected configuration? Are the user roles correctly defined and authorizations assigned to meet expected work flows?

Proposed Workflow - Do the proposed workflows efficiently support real-life operations? Are the proper procedures in place to support the collection and entry of information?

A pre-production test environment will be established to test application settings and functionality in a controlled environment using the County data and configuration settings. This approach assumes that all data entered will be test information and that the test environment will not be the system of record.

Prepare System Test Plan

AssetWorks will provide a standard System Test Plan that will consist of the following primary functional and data validation tests:
Verify the security and access control functions for several User Roles
Verify a sample of asset master records
Add and modify equipment primary information
Reassign a unit to a new department, location and operator
Update a unit's meter
Add and modify parts primary information
Create automatic and manual work requests, including: scheduled PMs, incidents, and campaigns.
Open a repair order, add work requests and manually add jobs
Charge labor to the work orders and verify the charges/credits of hours and costs
Charge stock and non-stock parts to the work orders and verify the charges/credits of quantity and cost as well as proper inventory relief
Charge commercial charges to the work orders and verify the charges of labor and parts
Update notes and attachments
Close the repair and PM orders
Verify work order charges and markups
Verify a sample of vehicle maintenance history
Verify a sample of part master records
Receive inventory into stock
Adjust parts inventory both upward and downward, including transfers between storerooms
If utilized, create purchase orders and receive against open purchase order lines

Execute all deployed standard batch processes, including: Forecaster, End-of-Day, End-of-Period, Auto Requisitions and Billing
Generate a sampling of standard reports including transaction journals used to verify processing of test data.

Additional testing items may be required based on the County planned deployment of the application and its modules. The standard Test Plan will be modified or expanded to include any the County specific processes not addressed in the standard Test Plan.

If enhancements or interfaces are required to support any of the planned work-flows, the County will be responsible for testing these items following delivery and installation of the completed item in a patch or upgrade release. Enhancements or Interfaces will not be include in Test Plan; separate test scripts will be provided for each development item based on the item's specifications.

Readiness Review Workshop

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

Where the results of the test did not meet expectations, these items will be reviewed with AssetWorks to determine if the data entered was invalid; if the application requires additional configuration; if the application must be reconfigured and if the failure was caused by a failure in the application code.

AssetWorks will consult with the County on the best method for correcting the identifying issues. Issues discovered during this initial testing phase that are attributed to problems with the FleetFocus™ application will be documented as items in our FOCUS software management system and addressed by the development team. Any items requiring modification to the application code will be scheduled into a planned patch or release depending on the severity of the issue and its impact to the County's ability to go-live.

Deliverable for System Testing Services

- Standard Written System Test Plan
- AssetWorks review of and response to issues documented during the Readiness Review

WBS 13.0 User Training Services

AssetWorks will provide on-site training to the County (as determined in WBS 11.0 above) in a classroom environment suitable for training. The County will be responsible for providing and preparing the training facility. AssetWorks will deliver the following training. AssetWorks recommends a "train-the-trainer" approach for end-user training, whereby AssetWorks assists with assembling the training materials and conducts the first sessions. The County personnel, usually core project members, designated trainers and key-users conduct the subsequent sessions. This approach ensures that the County has the expertise necessary for ongoing training and internal support after the implementation is complete.

In addition to the core project team and designated trainers, AssetWorks recommends the County identify at least one key-user at each location to attend the training. These individuals will be responsible for closely support the cut-over by answering initial end user questions, and, most importantly, implementing subsequent changes or alterations to the documented procedures at their location.

All end-user training sessions are broken down by job function (mechanic, service writer, parts technician, asset clerk, etc.) and are based on the work-flows to be implemented; insuring training is targeted to the needs of the end-users. The duration of the end-user training sessions depends on the complexity of the work-flows and functionality to be implemented. AssetWorks recommends that the County allot five to ten days to training users before production roll-out occurs at each location.

The topics and work flows included in the training will be those finalized by the County team during the system setup and follow-up tasks. The County should remain especially sensitive to necessary last-minute procedural changes or clarifications based on end user feedback. Examples of session by role include:

Training Session	Functional Areas/Topics	Typical Attendees
Shop Operations	Opening/closing work orders Work request management PM schedules/forecasting Work order history Shop reporting Labor capture Motor Pool Reservations Meter Entry	Shop Supervisors Foreman Service Writers Clerical Support
Shop-Floor	Updating Work Orders Labor capture Adding/Completing jobs Part Entry Unit repair history	Mechanics
Part Operations	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	Parts Supervisors Parts Room Staff
Asset Management	Unit and Component Setup Accounting/Billing Purchasing . Disposal Licensing Assignment User-defined fields	Asset Managers Accounting Clerical support
Customer / Management	System Navigation Standard report generation and scheduling Look-ups and queries Meter Entry	Fleet Customers Senior Management
System Administration	User Role and Application User Creation and Maintenance System Flag Setup and Maintenance Application Logging and Troubleshooting Batch Processing Interface Configuration and Processing Crystal Reports Server Maintenance and Troubleshooting Patch and Upgrade Installation	System Administrator Database Administrators

The End User training can occur in a classroom setting for certain user groups or actually on the shop floor for others. The County should schedule End User training sessions so that every employee work shift is able to attend an appropriate training session. AssetWorks strongly recommends the County determine those end users who may require basic computer skills training and provide this training prior to the End User sessions.

Prerequisite: AssetWorks strongly recommends the County determine the end users who may require basic computer skills training and provide this training prior to the End User sessions. The FleetFocus™ Implementation Roll Out schedule must be defined so that each End User training session can be scheduled. The County must also have FleetFocus™ executing in the shop environment. Any bar-coded code data should be available.

Deliverable for Training Delivery Services

- On-site training sessions for all Miami-Dade FMD staff:

Role (User Count)	Duration
Technical/IT Staff (3 users)	2 Days, 8 Hours Per Day

Administrative Staff (10 users)	2 Days, 8 Hours Per Day
Shop Supervisors (42 users)	3 Days, 8 Hours Per Day, Multiple Sessions
Shop Support Staff (25 users)	3 Days, 8 Hours Per Day; Multiple Sessions
Shop Technicians (170 users)	5 Days, 8 Hours Per Day, Multiple Sessions

WBS 14.0 Production Deployment Support Services

The final task is the actual production roll-out for each location. This task requires the completion of End User training at the County location being rolled out and the FleetFocus™ system to be "live". The County must also have FleetFocus™ running in the shop environment.

Prepare for Cut-over

AssetWorks will gather feedback and observations from the readiness review, user training and any testing to present a recommended plan for the extended roll-out of FleetFocus.

AssetWorks is proposing to roll-out the application to all users at the same time by job function. This will allow AssetWorks and the County to concentrate training resources on a particular work area, providing flexibility to quickly shift resources to locations having difficulty with the roll-out.

Prior to the production deployment, AssetWorks will be onsite staging and preparing for the system roll-out/cutover. This time includes final site testing of hardware and system readiness and review of procedures with user personnel.

Cutover support

When the County commences live operations using FleetFocus, AssetWorks will be on-site for a period of 80 hours to "go live" assistance for the County maintenance operations. This step is critical to success. The AssetWorks and the County team will provide refresher training and help on the shop floors and offices to make sure the transition is as smooth as possible. This on-site support could include data imports, report development, hands-on help for the users, etc.

Deliverable for Production Deployment Support Services

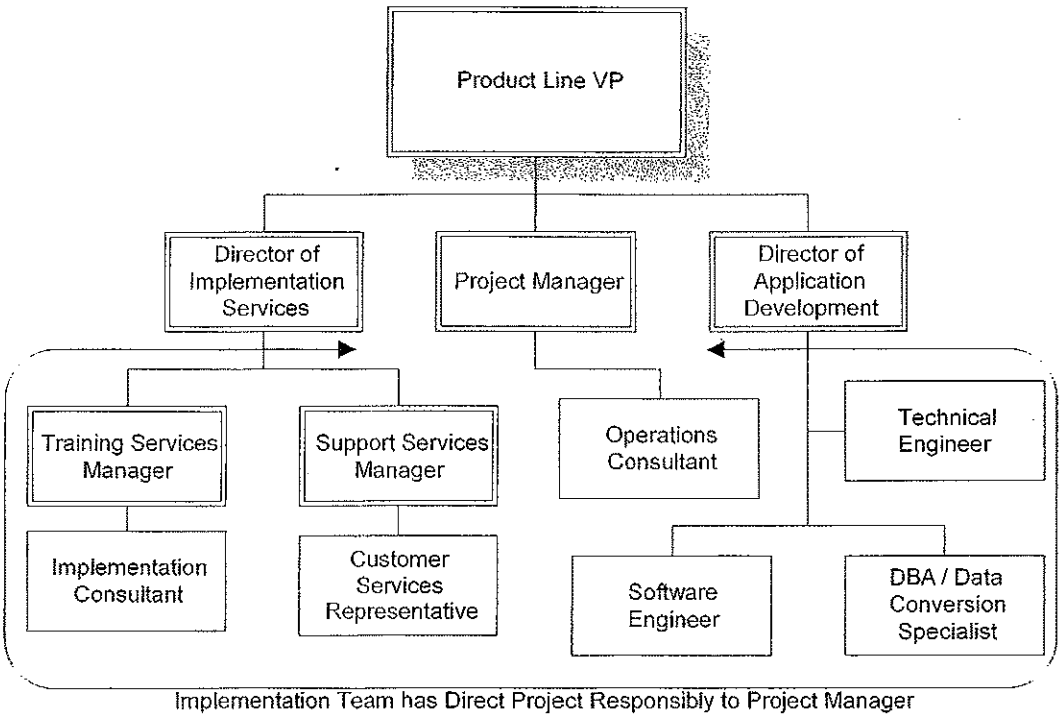
- Live production environment and operations
- Final System Acceptance

Project Organization

AssetWorks Project Team

The AssetWorks project team is a team of highly experienced AssetWorks staff who has been "field hardened" in fleet operations and real implementations. Many AssetWorks senior managers have been with the company since 1979. Most of the AssetWorks Professional Services employees have fleet operations backgrounds as Fleet Managers, Shop Supervisors, Mechanics, and Inventory Managers. This real world experience is invaluable in helping our clients implement the application and our ability to understand their needs.

The proposed project team will consist of the following key positions:
Project Director
Project Manager
Implementation Consultant(s)
Technical Engineer
Software Engineer(s)
DBA/Data Conversion Specialist



Implementation Team has Direct Project Responsibly to Project Manager

Project Director

The AssetWorks Project Director will have the ultimate responsibility for the success of the County's implementation. The Project Director will oversee the AssetWorks Project Team, including the on-site implementation team and the AssetWorks development and support resources. The Project Director will be responsible for approving all specifications for new system enhancements and system integrations. The Project Director has sole responsibility within AssetWorks for accepting all contract change orders. The Project Director will also review and approve all project billing and is available to meet periodically with the County's executive team to review the project status, discuss challenges facing the project, and identify opportunities to advance the project.

Project Manager

Every AssetWorks software implementation will have a dedicated Project Manager that is assigned to the project from start to finish. The AssetWorks Project Manager is the principal AssetWorks contact, and has day-to-day responsibility for the successful completion of the project and will report to the Project Director. The Project Manager is responsible for directing the day-to-day activities of the project and managing the rest of the project team. The Project Manager is responsible for coordinating resources and activities to

ensure that the project is completed successfully and on schedule. The Project Manager is also the primary point of contact for the customer.
Project management activities include:
Develop Program Implementation Schedule
Coordinate all internal resources necessary for project implementation.
Monitor quality of performance in design, coding, testing, training and implementation efforts.
Support project team inquiries and direct AssetWorks support group efforts as necessary.
Provide regular Management Update Reports.

Implementation Consultants

Implementation Consultants are responsible for executing the training plan developed jointly by the County and the AssetWorks project manager and for assisting the County with setting up and configuring the application. The Implementation Consultants will also assist with the Business Process Review, the work-flow analysis and design, and developing any custom documentation. In smaller implementations such as this, the Project Manager may also serve as the Implementation Consultant and conduct all training sessions.

Prior to any involvement with the County, the Implementation Consultants will be apprised of any decisions between the Project Manager and the County. This information is critical for them to understand what information should be presented and whether there are any topics that should be avoided related to functionality that the customer will not be implementing.
During any training or configuration session, the Implementation Consultant will keep a log of all pertinent questions that may indicate changes in the direction of the implementation or possible issues. Once a training session is complete, the Implementation Consultant will discuss with the AssetWorks Project Manager the results and any issues that may have occurred. Because the Implementation Consultant typically meets with a larger number of customer personnel, it is important that functionality decisions made outside of any training session be made know to them.

After initial sessions with the customer, it is typical for the customer to contact the Implementation Consultant for either questions or advice on functionality. The Implementation Consultant will communicate back to the AssetWorks Project Manager any and all discussions.

Technical Engineer

The AssetWorks Technical Engineer is responsible for the initial installation of the system at the customer site. Activities include, loading the test, training and production databases; configuring application server; installing client workstation software; initial operational system test; and providing technical software installation training to the customer's technical representative.

Software Engineers

Software Engineers are assigned as needed to the project to complete any system modifications, interface programming, and developing custom reports. The Software Engineers work under the direction of the Project Manager and the Director of Technical Services.

Data Conversion Specialist

The Data Conversion Specialist is responsible for completing much of the data conversion. Duties include assisting with developing the data conversion plan, writing the conversion scripts and executing the data conversion.

The County Project Team

To best facilitate the implementation, AssetWorks assumes the County will adequately staff the project with sufficient resources to support the project's successful completion and that all appropriate resources will be committed to the project as of the project start date.

AssetWorks recommends that the County resources include:

Executive Members

The role of the Executive Members will be to participate in setting the goals and scope of the project and to participate in periodic status meetings with the Project Team. These Members will provide general project oversight and guidance to the Project Team relative to the organizations overall goals and objectives.

Project Manager

This is the point person within the County who can address specific project issues and serve as the main point of communication between AssetWorks and the County.

Operations Workgroup

A small group of experienced stakeholders from the County that can come together to define what functionality FleetFocus™ is to provide; determine what information is to be gathered and how it is to be collected; define the standards for setting up codes and other corporate references, and for developing the standard work-flows to rolled-out to each location. A typical customer project team consists of personnel from the following job classifications, although in smaller implementation one individual may represent multiple areas:

Shop supervisor/foreman
Acquisitions/Procurement Specialist
Parts storeroom supervisor/specialist
Accounting / Billing Specialist
System Administrator
Training Specialist
Technical Specialist

It is important that this team remain intact throughout the entire implementation and should attend each training session to obtain a consistent representation during all project tasks.

Technical Support

FleetFocus™ is easy to install and easy to maintain, since the installation is done once on the server. The following technical resources are recommended:

Application Specialist – This required resource must be familiar with Windows IIS-based web applications and VB and .Net components. During the installation, they will assist with the creation and configuration of the applications web site. After the installation they will be responsible for applying application upgrades, installing new releases, and maintaining the overall FleetFocus™ application. This resource will serve as the principal technical resource supporting the FleetFocus™ application and will be AssetWorks' primary technical contact.

Database Administrator - Required for assisting with the installation of FleetFocus™ and configuring the initial application database instances. After installation, the DBA will perform regular database backups, apply database upgrades, and periodically run table maintenance scripts. The DBA will also be called upon to import tables and records during the data conversion process.

Network Engineer–A resource familiar with Windows TCIP networking and security is required at the start of the implementation to assist with configuring the servers, connecting the servers to the network, and managing firewall settings. This resource may also be needed to establish and maintain network connectivity to user workstations. After installation these resources may be called upon to handle network and security issues related to FleetFocus™ and user workstations.

PC Specialist–This resource maybe needed to install and upgrade Windows and IE on user workstations.

Training Facilities

AssetWorks will provide on-site training in a classroom environment suitable for training. The County will be responsible for providing and preparing the training facility. AssetWorks recommends class size to not exceed 12 users to insure proper attention can be given to individual users and maintain the needed pace to insure training sessions do not run over. 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

Logistical and Scheduling Support

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

County Responsibilities

Miami-Dade County Resources

1. the County will provide the resources described in this Statement of Work to insure a successful implementation of the products.
2. the County commits to training appropriate functional and technical resources as required.
3. the County is responsible for all manual data entry.
4. the County 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. the County 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
6. All training sessions will be based on standard application training materials. The County will be responsible for customizing training materials to meet its implementation requirements.
7. the Countywill make appropriate technical resources available to AssetWorks' consultants.
8. AssetWorks will need assistance from the County to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

Infrastructure

9. the County will provide a project work area and infrastructure at the centralized implementation location appropriate for the size of the combined the County/AssetWorks project team. This infrastructure should include desks, chairs, telephones, and workstations with network access to printers and to the applications and implementation databases.
10. AssetWorks' consulting estimates do not include installation and/or configuration of any computer hardware and peripheral equipment.
11. the County will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
12. the Countywill be responsible for establishing access to the FleetFocus™ Application, Business Objects Enterprise, and DBMS servers, providing all supporting software, hardware, and connectivity for the application server.
13. The Web server must use Microsoft IIS.
14. 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 the County.
15. the County will verify that the hardware environment is installed, configured and operating over the network before scheduling the Software Installation.
16. the Countyis responsible for providing browser access to the FleetFocus™ application.
17. the County is responsible for providing and maintaining TCP/IP connectivity with sufficient bandwidth from all user workstations to the FleetFocus™ servers.
18. System, server, and workstation backups are the responsibility of the County. This includes the development and execution of the system backups and recovery programs.
19. the County will receive all standard, out-of-the-box reports at no extra cost;.
20. the County will implement a single production FleetFocus™ database. A test database instance will also be implemented.
21. the County will implement this solution 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 mutually agreed upon Amendment to this contract.
22. the County personnel assume the responsibility for applying software patches.
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.

Project Management and Risk Factors

24. the County remains responsible for all integration effort not described in this Statement of Work
25. 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.
26. This Statement of Work includes services to determine the County'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.

APPENDIX B

PAYMENT SCHEDULE

APPENDIX B
PAYMENT SCHEDULE

A. PAYMENT SCHEDULE

Scheduled Payment	Total Amount Due
Milestone 1 – Kick-off – Includes WBS 1.0 and 3.0	$18,200.00
Milestone 2 – Installation – Includes WBS 4.0 and initiation of Year 1 Maintenance Support Services	$170,466.00
Milestone 3 – Business Process – Includes WBS 5.0	$17,900.00
Milestone 4 – System Set-up – Includes WBS 6.0	$22,100.00
Milestone 5 – System Configuration – Includes WBS 8.0	$24,200.00
Milestone 6 – Data Loading – Includes WBS 7.0	$24,800.00
Milestone 7 – Business Intelligence – Includes WBS 11.0	$56,600.00
Milestone 8 – Interface Delivery – Includes WBS 9.0	$24,460.00
Milestone 9 – User Training – Includes WBS 14.0	$46,900.00
Milestone 10 – Production Deployment – Includes 15.0	$201,465.00
Milestone 11 – Maintenance Support and Escrow Fees – Year 2	$66,276.00
Milestone 12 – Maintenance Support and Escrow Fees – Year 3	$68,877.00
Total For Initial 3 Year Term:	**$744,244.00**
OTR 1 - Maintenance Support and Escrow Fees – Year 4	$71,582.00
OTR 1 - Maintenance Support and Escrow Fees – Year 5	$74,395.00
OTR 2 - Maintenance Support and Escrow Fees – Year 6	$77,321.00
OTR 2 - Maintenance Support and Escrow Fees – Year 7	$80,364.00
OTR 3 - Maintenance Support and Escrow Fees – Year 8	$83,529.00
CUMULATIVE CONTRACT TOTAL (SHOULD ALL OTRS BE EXERCISED):	**$1,131,435.00**

B. PRICE BREAKDOWN – INITIAL TERM

DESCRIPTION	PRICE
FleetFocusM5 Software License Fee – Includes 10,000 Vehicle Units and 30,000 Component/Other Asset Units	$180,000.00
FleetFocusM5 Fuel Only Software License Fee – Includes 3,000 Vehicle Units and 9,000 Component/Other Asset Units	$15,000.00
M5 Dashboard Module – Software License Fee	$9,750.00
M5 Customer Portal Module – Software License Fee	$9,750.00
Performance Measures and Monitors Module – Software License Fee	$29,250.00
M5 Motor Pool Module– Software License Fee	$19,500.00
M5 Motor Pool Reservations Portal – Software License Fee	$9,750.00
M5 Screen Designer – Software License Fee	$9,750.00
M5 Shop Portal – Software License Fee	$9,750.00
M5 Ad Hoc Query Module – Software License Fee	$9,750.00
M5 MAXQueue Integration Module – Software License Fee	$9,750.00
MobileFocus for Pocket PC – Software License Fee – Includes 5 Mobile Device Licenses	$2,880.00

DESCRIPTION	PRICE
Crystal Reports Server 2008 Software License Fee – Includes 10 Concurrent Access License (CAL) Pack	$9,792.00
Crystal Developer – Software License Fee	$459.00
Professional Services	$54,400.00
Testing and Implementation Services	$82,400.00
Software Customization Services / Interfaces – Includes FAMIS Billing Interface, EJ Ward Fuel Transaction Interface, and CASCOR Warranty Interface	$20,000.00
Training	$82,160.00
Travel Expenses	$45,000.00
Maintenance Support and Escrow Fees – Year 1	No Cost
Maintenance Support Fees – Year 2	$65,026.00
Escrow Fees – Year 2	$1,250.00
Maintenance Support Fees – Year 3	$67,627.00
Escrow Fees – Year 3	$1,250.00
Total:	$744,244.00

C. OPTIONAL YEARS TO RENEW FEE SCHEDULE

DESCRIPTION	PRICE
OTR 1 - Maintenance Support Fees – Year 4	$70,332.00
OTR 1 – Escrow Fees – Year 4	$1,250.00
OTR 1 - Maintenance Support Fees – Year 5	$73,145.00

OTR 1 – Escrow Fees – Year 5	$1,250.00
OTR 2 - Maintenance Support Fees – Year 6	$76,071.00
OTR 2 – Escrow Fees – Year 6	$1,250.00
OTR 2 - Maintenance Support Fees – Year 7	$79,114.00
OTR 2 – Escrow Fees – Year 7	$1,250.00
OTR 3 - Maintenance Support Fees – Year 8	$82,279.00
OTR 3 – Escrow Fees – Year 8	$1,250.00
Total:	**$387,191.00**

D. OPTIONAL ADDITIONAL ITEMS AND SERVICES

Pricing for Optional Additional Items is valid for one year from contract execution and is then subject to mutual agreement between the County and the Contractor.

Description	Unit Cost	
Additional unit pricing		
FleetFocus Size (10000-12499 Units)- per vehicle unit	$ 18.00	
FleetFocus Size (12500-14999 Units)- per vehicle unit	$ 16.79	
FleetFocus Size (15000-19999 Units)- per vehicle unit	$ 15.67	
FleetFocus Size (20000-29999 Units)- per vehicle unit	$ 14.62	
FleetFocus Modules	*Percent of List Price*	
ACTIONmap	10%	
Capital Planning	15%	
Telematics Module	10%	
Telematics NetworkFleet Adapter	10%	
Telematics Zonar EVIR Adapter	5%	
Telematics Zonar GPS Adapter	5%	
NAPA TAMS Interface Module	5%	
Lincoln Industrial Fluid Interface Adapter	5%	
Linear Assets:		
LinearFocus Size (1 - 24 Units)- per track (route) mile	$ 2,000.00	
LinearFocus Size (25 - 49 Units)- per track (route) mile	$ 1,750.00	
LinearFocus Size (50 - 249 Units)- per track (route) mile	$ 1,500.00	

LinearFocus Size (250- 499 Units)- per track (route) mile	$ 1,250.00	
LinearFocus Size (500 - 749 Units)- per track (route) mile	$ 1,000.00	
LinearFocus Size (750 - 999 Units)- per track (route) mile	$ 900.00	
LinearFocus Size (1000+ plus Units)- per track (route) mile	$ 850.00	
EquipmentFocus for Comm. Equipment:		
EquipmentFocus for Comm. Equipment, per asset (1-4999)	$ 10.00	
EquipmentFocus for Comm. Equipment, per asset (5000-9999)	$ 8.00	
EquipmentFocus for Comm. Equipment, per asset (10,000-14999)	$ 6.00	
EquipmentFocus for Comm. Equipment, per asset (15000-19999)	$ 5.00	
EquipmentFocus for Comm. Equipment, per asset (20000+)	$ 4.50	
KeyValet Software		
KeyValet Module (1st site)	$ 7,500.00	
KeyValet Module (2nd and 3rd sites (each))	$ 2,500.00	
KeyValet Module (each site # 4-10)	$ 1,500.00	
KeyValet Module (each site after the 10th)	$ 1,000.00	
(requires professional services)		
Interfaces		
FASA Fixed Asset Interface (fixed fee)	$ 8,000.00	
INFOR EAM Interface (fixed fee)	$ 8,000.00	
EJ Ward Interface to Ward 4	TBD	
(must include an agreed upon SOW)		
Hosting Services		
Hosting, per vehicle per month		
Server Set-Up (one time)	$ 5,000.00	
Vehicles 10000-14999	$ 0.75	
Vehicles 15000+	$ 0.50	
Reports Server Set-Up (one-time)	$ 2,500.00	
Reports Server Per Month	$ 500.00	
MobileFocus Per PDA, Per Month	$ 10.00	
FuelFocus (Per ICU)	$ 50.00	
(requires one time set up fees and per unit hosting per month)		
(requires 60 month contract)		
Hardware		
Symbol MC5590 with Numeric Keypad, 1D scanner 128/256 1.5x	$ 1,545.00	
Symbol MC5590 with Qwerty Keypad, 1D scanner 128/256 1.5x	$ 1,545.00	

Symbol MC5590 with Qwerty Keypad, 1D scanner camera 128/256 1x	$ 1,595.00	
Accessories		
Symbol MC5590 Cradle, includes cradle, power supply, cord, and USB cable	$ 200.00	
or		
Symbol MC5590 USB charging/communication cable	$ 75.00	
Power supply	$ 35.00	
Cord	$ 10.00	
Symbol MC75, QWERTY keypad, 1D scanner, 128/256	$ 2,445.00	
Symbol MC75, QWERTY keypad, 1D scanner, EVDO, Verizon (cell unit)	$ 2,535.00	
Accessories		
MC70/MC75 Four Slot Charge Only Cradle Kit	$ 401.00	
MC75 Cradle, includes cradle, power supply, cord, and USB cable	$ 225.00	
MC75 2.5X Li Ion Battery, 4800 MaH w/Door and Strap	$ 110.00	
MC75 3600 MaH Battery	$ 80.00	
Symbol MC9090K Ruggedized Device, Color Display, 53 Key	$ 2,145.00	
Accessories		
MC9090 Cradle	$ 315.00	
MC9090 Battery	$ 90.00	
MC9090 Holster and strap	$ 60.00	
Belt for Holster	$ 32.00	
Wedge Devices		
Symbol LS2200 (tethered) Scanner Wedge Device	$ 295.00	
Symbol LS3578 Cordless Scanner Bluetooth KIT	$ 1,033.00	
Symbol LS3578 Cordless Scanner Bluetooth	$ 690.00	
Symbol LS3578 Charging and Radio Cradle	$ 275.00	
Power supply for cradle	$ 41.00	
Line cord	$ 5.00	
Zebra Thermal Bar Code Printers		
Zebra GK420t with USB,Printer Kit	$ 695.00	
Zebra GK420t with USB & Internal Ethernet	$ 844.00	
Zebra Labels		
4" W x 1.5"L label, 1790 per roll 12 rolls per case	$ 161.52	
4" W x 1"L label, 2260 per roll 4 rolls per case	$ 48.92	
4.3 x 2913"L ribbon, 12 per case	$ 78.96	
4" W x 2" Label, 1,370 labels per roll, 6 rolls per case	$ 86.10	

4.3" W x 244' L Wax/Resin ribbon, each	$ 10.00	
Kiosk		
Multi-Touch II, 17" Kiosk	$ 6,195.00	
DT120MX 15" Kiosk	$ 4,750.00	
DT120MX 17" Kiosk	$ 5,250.00	
DT120MX 19" Kiosk	$ 5,700.00	
Professional/Consultative Services	Hourly	
Professional Services training rate - per hour (does not include travel)	$ 200.00	
Consultative Services rate - per hour (does not include travel)	$ 200.00	
Data Conversion rate - per hour	$ 200.00	
Travel and Living per day	$ 500.00	
Basic computer skills training as it relates to FleetFocus M5	$ 200.00	
(must be combined with FleetFocus training session)		
NetworkFleet Hardware		
(1 - 349 units)		
L5500 light vehicle units	$ 425.00	
L5500 heavy vehicle units	$ 425.00	
L5000 Universal	$ 295.00	
AT-1400	$ 195.00	
(350 - 699 Units)		
L5500 light vehicle units	$ 385.00	
L5500 heavy vehicle units	$ 385.00	
L5000 Universal	$ 295.00	
AT-1400	$ 195.00	
(700+ Units)		
L5500 light vehicle units	$ 307.50	
L5500 heavy vehicle units	$ 307.50	
L5000 Universal	$ 295.00	
AT-1400	$ 195.00	
Sensors	$ 52.00	
NetworkFleet Monthly Service		
Year One (billed annually in advance) (0 - 349 units)	$ 28.00	
Year One (billed annually in advance) (350 - 699 units)	$ 27.00	

Year One (billed annually in advance) (700-1000 units)	$ 25.00	
Year One (billed annually in advance) (1001+ units)	$ 24.00	
FleetFocus Telematics Adapter (per unit, monthly)	$ 1.25	
AiM Integrated Workplace Management System		
Product Description	**List Price - New Customers (buying more than one add-on module**	
AiMServer License	$ 60,000.00	
AiM Named User License		
1-50 Users, price per user	$ 2,500.00	
51-100 Users, price per user	$ 2,250.00	
101-200 Users, price per user	$ 2,000.00	
201-500 Users, price per user	$ 1,750.00	
501 or more Users, price per user	$ 1,500.00	
AiM Capital Planning and Project Management (CPPM) Server License	$ 60,000.00	
AiM CPPM Named User License		
1-50 Users, price per user	$ 2,500.00	
51-100 Users, price per user	$ 2,250.00	
101-200 Users, price per user	$ 2,000.00	
201-500 Users, price per user	$ 1,750.00	
501 or more Users, price per user	$ 1,500.00	
Add-on Modules (percentage of total of server and named user licenses)		Minimum Price
Key And Access Control, percentage of base pricing	5% of List Price	$ 10,000.00
Facility Condition Assessment, percentage of base pricing	10% of List Price	$ 15,000.00
Space Management, percentage of base pricing or $20,000, whichever is greater	25% of List Price	$ 20,000.00
Estimating, percentage of base pricing	5% of List Price	$ 10,000.00
Utility Management, percentage of base pricing	10% of List Price	$ 10,000.00
Lease Management, percentage of base pricing	10% of List Price	$ 10,000.00
Environmental Health and Safety, percentage of base pricing	15% of List Price	$ 15,000.00
Key Performance Indicators, percentage of base pricing	15% of List Price	$ 10,000.00
Motor Pool, percentage of base pricing	10% of List Price	$ 10,000.00

GIS, percentage of base pricing or $20,000, whichever is greater	5% of List Price	$ 20,000.00
Mobile Work Desk, percentage of base pricing	20% of List Price	$ 10,000.00
Customer Service, percentage of base pricing	10% of List Price	$ 5,000.00
Fixed Asset Accounting	10% of List Price	$ 15,000.00
BIM-COBIE Exchange	10% of List Price	$ 7,500.00
Green and Sustainability Module	10% of List Price	$ 7,500.00
AiMCAD Core	6% of List Price	$ 3,500.00
AiMCAD Planning (requires AiMCAD core)	3.25% of List Price	$ 2,000.00
AiMCAD Revit Toolset (requires AiMCAD core)	35% of AiMCAD core price	$ 2,000.00
	10% of List Price	
AiM Mobile Offline		
Server License	$ 15,000.00	
Client License		
1-50 Clients, price per client	$ 2,000.00	
51-100 Client, price per client	$ 1,750.00	
101-200 Clients, price per client	$ 1,500.00	
201-500 Clients, price per client	$ 1,250.00	
501 or more Clients, price per client	$ 1,000.00	
AssetMobile On-Site Inventory Software		
Client License		
1-50 Clients, price per client	$ 2,000.00	
51-100 Client, price per client	$ 1,750.00	
101-200 Clients, price per client	$ 1,500.00	
201-500 Clients, price per client	$ 1,250.00	
501 or more Clients, price per client	$ 1,000.00	
AiM Mobile Work Desk Clients		
Rental Per Client Per Month - 12 month commitment required		
Minimum monthly fee or per client amount, whichever is greater	$ 500.00	
1-50 Clients, price per client per month	$ 50.00	
51-100 Clients, price per client per month	$ 48.00	
101or more Clients, price per client per month	$ 45.00	
AiM Mobile Work Desk Clients		
Client License		
1-50 Clients, price per client	$ 1,500.00	

51-100 Clients, price per client	$ 1,250.00	
101or more Clients, price per client	$ 1,000.00	
ASP/Software As a Service and Hosting		
AiM ASP (Rental-Per Concurrent User/Per Month); Includes Maintenance - 60 month commitment required		
Server Set-Up (one-time)	$ 8,350.00	
Minimum monthly fee or concurrent user amount, whichever is higher	$ 2,000.00	
1-25 Concurrent users, price per user per month	$ 280.00	
26-50 Concurrent Users, price per user per month	$ 270.00	
51-100 Concurrent Users, price per user per month	$ 250.00	
101-200 Concurrent Users, price per user per month	$ 240.00	
201+ Concurrent Users, price per user per month	$ 230.00	
Each AiM Add-On Module Per Concurrent User Per Month	$ 11.00	
Hosting, per Concurrent User per month (customer purchases software); 60 month commitment required		
Server Set-Up (one-time)	$ 8,350.00	
Minimum monthly fee or concurrent user amount, whicever is higher	$ 2,000.00	
1-25 Concurrent Users, price per user per month	$ 150.00	
26-50 Concurrent Users, price per user per month	$ 140.00	
51-100 Concurrent Users, price per user month	$ 130.00	
101-200 Concurrent Users, price per user per month	$ 120.00	
201+ Concurrent Users, price per user per month	$ 115.00	
	Module Price (buying Modules one by one, not bundled)	
Add-on Modules (percentage of total of server and named user licenses)		
Key And Access Control, percentage of base pricing	10% of list price	
Facility Condition Assessment, percentage of base pricing	15% of list price	
Space Management, percentage of base pricing or $20,000, whichever is greater	30% of list price	
Estimating, percentage of base pricing	10% of list price	
Utility Management, percentage of base pricing	15% of list price	
Lease Management, percentage of base pricing	15% of list price	
Environmental Health and Safety, percentage of base pricing	20% of list price	

Key Performance Indicators, percentage of base pricing	20% of list price	
Motor Pool, percentage of base pricing	15% of list price	
GIS, percentage of base pricing or $20,000, whichever is greater	10% of list price	
Mobile Work Desk, percentage of base pricing	25% of list price	
Customer Service, percentage of base pricing	15% of list price	
Fixed Asset Accounting	15% of list price	
	15% of list price	
AiM Mobile Offline		
Server License		
Client License		
1-50 Clients, price per client	$ 15,000.00	

Position/Description	Cost
Project Manager	$ 200.00 Per Hour
Developer	$ 200.00 Per Hour
Web Developer	$ 200.00 Per Hour
Trainer	$ 200.00 Per Hour
System Administrator	$ 200.00 Per Hour
Database Administrator	$ 200.00 Per Hour
On-Site Training (Beyond initial training)	$ 1600.00 Per Day

DESCRIPTION	PART #	PRICE
FuelFocus RF Controller - 2 Hose	2500-ME10-2N01-11AF	$11,586.09
FuelFocus RF Controller - 4 Hose	2500-ME10-4R00-11AF	$15,159.38
FuelFocus RF Controller - 8 Hose	2500-ME10-8R00-11AF	$15,809.06
FuelFocus RF Controller - 12 Hose	2500-ME10-CR00-11AF	$17,541.56
FuelFocus RF Controller - 16 Hose	2500-ME10-FR00-11AF	$17,974.69
FuelFocus RF Controller - 4 Hose with Printer	2500-ME10-4R01-11AF	$17,021.81
FuelFocus RF Controller - 8 Hose with Printer	2500-ME10-8R01-11AF	$17,671.50
FuelFocus RF Controller - 12 Hose with Printer	2500-ME10-CR01-11AF	$19,404.00
FuelFocus RF Controller - 16 Hose with Printer	2500-ME10-FR01-11AF	$19,837.13
FuelFocus Controller - 2 Hose	2500-ME10-2N00-11AF	$5,768.44
FuelFocus Controller - 4 Hose	2500-ME10-4N00-11AF	$8,662.50
FuelFocus Controller - 8 Hose	2500-ME10-8N00-11AF	$9,312.19
FuelFocus Controller - 12 Hose	2500-ME10-CN00-11AF	$11,044.69
FuelFocus Controller - 16 Hose	2500-ME10-FN00-11AF	$11,477.81
FuelFocus Controller - 4 Hose with Printer	2500-ME10-4N01-11AF	$10,524.94

FuelFocus Controller - 8 Hose with Printer	2500-ME10-8N01-11AF	$11,174.63
FuelFocus Controller - 12 Hose with Printer	2500-ME10-CN01-11AF	$12,907.13
FuelFocus Controller - 16 Hose with Printer	2500-ME10-FN01-11AF	$13,340.25
Mobile Tanker FuelFocus Controller	2500-MBL-01	$16,242.19
GPS Unit	RPC-GP-01	$984.38
FuelFocus Controller - Electronic MPD Dispensers	2500-ME10-ER00-11AF	$14,228.16
DDA - with power supply	RDD-A0-02, ASS-PS-12A	$1,191.09
Mechanical Pump Adapter	MPA-01-01	$541.41
Oil Reel Conversion Kit	RDD-MPA-01	$2,382.19
FuelFocus Vehicle Data Collector	RPC-RF-06, RGT-RDR-01, SFT-VDC-01	$3,109.84
includes High Power RF Antenna, RFU w/ power supply, VDC software		
High Power RF Controller Antenna w/mast	RPC-RF-06, MTL-2500-MAST	$928.13
Mag Card Option	RDR-MG-00	$281.53
HID Option	RDR-HI-01	$433.13
AWID Option	RDR-AWID-01	$433.13
Printer Upgrade Kit with door (after sale)	2500-UG-KT	$2,057.34
Electrical Installation Kit - LG	EIK-FF-100	$731.25
Electrical Installation Kit - SM	EIK-FF-101	$393.75
UPS Power Conditioners	APC425	$122.63
FF OPW Pulser Kit	PUL-OPW-001	$165.26
FF GAS Pulser Interface Board	PUL-GAS-001	$321.75
FF VR Totalizer Pulser	PUL-VRT-001	$323.21
Omron DPST-NO Relays w/Base	G7L-2A-TJ-CB-AC100120/P7LF06	$63.00
Banner Overhead Sensors	SUA925QD	$482.34
MAXIMUS Canopy Network PTP Hardware	MAX-P2P-KIT	$5,906.25
FF Communication Cable	FF-CAT5e-1000	$375.86
Fuel Insight Software -Server Only	FLIS-SV-001	$8,994.38
Fuel Insight Software Additional Seats	FLIS-AS-050	$1,119.38
FleetFocus Integration License	FLIL-MX-001	$2,806.88
Veeder Root Integration (per site if 1 site)	FFVR-TL-001	$4,494.38
Veeder Root Integration (per site if multiple sites)	FFVR-TL-005	$1,456.88
Nozzle Transponders	RID-TR-UNVRSL-MAX	$265.78
Nozzle Transponder for Wheaton Transit	RID-TR-WTN	$265.78
Nozzle Transponder for CNG	RID-TR-CNG	$265.78
VIB WAF J1708 Dual Input	RID-M9A-J17	$208.81
VIB WAF Pulse Single-Dual Input	RID-M9A-PUL	$208.81
VIB WAF Canbus/J1939 Dual Input	RID-M9A-GEN	$208.81
VIB Lite - ID Only	RID-01-ID2	$61.88
Galtronic Antenna for RVB (RM915)	RVC-GAL-01	$18.00

AVIV Antenna for RVB (RM915)	RVC-AVV-01	$18.00
Mars Antenna for RVB (RM915	RVC-MRS-01	$28.13
ID Clips for ID Box	RDL-ID-50	$6.75
RVB Cover (Rubber)	ACC-CV-01	$18.00
RVB Programmer	KBX-MT-03-MAX-SET	$1,440.00
J1708 6 Pin Deutsch Easy Connect Cable - 100 piece min	CUSMMU0061	$61.88
J1708 9 Pin Deutsch Easy Connect Cable - 100 piece min	CUSMMU0091	$73.13
OBDII Canbus Easy Connect Cable - 100 piece min	CUSMMU001	$39.38
Vehicle Fuel Inlet Antenna	Generic	$20.81
N-Ring L type (2-7/8")	RNA-01-03U	$20.81
T-Ring 2-1/8 (R-57UL)	RVC-01-57U	$20.81
Vehicle Coil R-65UL	RVC-01-65U	$20.81
T-Ring 3.0 (R-80UL)	RVC-01-80U	$20.81
T-Ring 3-13/16 (R-100UL)	RVC-01-A0U	$20.81
T-Ring 4-13/16 (R-125UL)	RVC-01-B5U	$20.81
Slim Coils	RVS-01-70U	$20.81
T-Ring 2-1/8 (R-57UL)	RVC-01-57U	$20.81
T-Ring 2.5" 2-5/15 (X-2.5UL)	RVC-03-25U	$20.81
T-Ring 3.0 (R-80UL)	RVC-01-70U	$20.81
T-Ring 2-5/8 (R-70UL)	RVC-01-80U	$20.81
T-Ring 4-3/16 (R-110UL)	RVC-01-A1U	$20.81
Vehicle Coil with PVC Cover S-75	RVS-01-75U	$20.81
Dashboard Coil	RNA-DSH-01	$20.81
Spare Parts Kit	RKT-2500-F-08	$6,388.59
Spare Parts Kit HID	RKT-2500-F-08H	$6,821.72
Spare Parts Kit MAG	RKT-2500-F-08M	$6,670.13
Spare Parts Kit HID/MAG	RKT-2500-F-08HM	$7,103.25
Spare Parts Kit Mobile	RKT-2500-MBL-01	$5,910.19
Panel Board	ASS-22-02A	$1,450.97
CPU Board (without firmware)	CPU-2500-5823	$1,245.24
New CPU Board (1G Flash & Memory Stick included)	CPU-2500-5895	$1,245.24
Memory Stick 256MB Ram	TS32MLS64V6F	$98.44
1G Flash Disk (Programmed)	ASS-FD-1G	$173.25
Pump Board	ASS-48-07	$1,840.78
4 Channel Junction Board	ASS-70-82	$270.71
8 Channel Junction Board	ASS-20-79	$519.75
4 Channels Electric Board	ASS-20-56A	$476.44
Dispenser Bypass Card	ASS-22-06	$60.64
Power Supply	RPS-2500-1205	$288.03
Power Box (fuse, surge protection, switch and filter)	RKT-PS-BK	$123.45

Cooling Fan	FAN-01-01	$36.82
Keypad	ACC-KB-16	$324.84
RFU Adaptor	ASS-22-35	$110.45
LCD Display	RFC-DS-00	$25.99
Magnetic Card Reader	RDR-MG-00	$281.53
HID Reader	RDR-HI-01	$433.13
Head Lock	LCK-01-00	$43.31
Flash Disk (Programmed)	ASS-FD-512	$173.25
HID Keys	HD-1346	$7.88
Scissor Lift - Weekly	4WD500-W	$2,193.75
Mobilization- Demobilization	MBE-DMBE	$225.00
RF Vehicle Starter Kit	FIA-KIT, VIB-FLASH, TST-1708-1939, RID-56-TST	$1,766.25

APPENDIX C

IMPLEMENTATION TIMELINE

APPENDIX C
IMPLEMENTATION TIMELINE

WBS	Task Name	Est. Task Duration	Work	Days On-Site
M5	**Miami-Dade FleetFocus M5 Implementation**	**200 business days**	**1,280 hrs**	
M5-1	**Project Start-Up**	**1 day**	**8 hrs**	
M5-1.A	Project Startup Call	1 day	8 hrs	
M5-2	**Project Management & Oversight**	**200 days**	**160 hrs**	**10**
M5-3	**Project Kick-Off & Orientation**	**2 days**	**48 hrs**	**6**
M5-4	**FleetFocus Installation**	**20 days**	**24 hrs**	
M5-5	**Business Process Review**	**15 days**	**56 hrs**	**7**
M5-6	**System Setup**	**60 days**	**72 hrs**	
M5-6.A	Key-User Training	5 days	40 hrs	5
M5-6.B	System Setup	50 days	24 hrs	4
M5-6.C	System Security/Reference Review	5 days	8 hrs	1
M5-7	**Data Loading Services**	**135 days**	**100 hrs**	
M5-7.A	Data Preparation	20 days	30 hrs	
M5-7.B	Pre-Production Data Loading	10 days	30 hrs	
M5-7.C	Validate Pre-Production Data	20 days	20 hrs	
M5-7.D	Production Record Conversion	3 days	20 hrs	
M5-8	**System Configuration**	**60 days**	**80 hrs**	
M5-8.A	Application Training Workshop	5 days	40 hrs	5
M5-8.B	Work-Flow Matrix	5 days	24 hrs	3
M5-8.C	Application Configuration	50 days	16 hrs	2
M5-9	**Interface Development**	**120 days**	**180 hrs**	
M5-9.A	FAMIS Billing Interface	120 days	72 hrs	
M5-9.B	FASA Fixed Asset Interface	120 days	40 hrs	
M5-9.C	INFOR EAM Interface	120 days	40 hrs	
M5-9.D	EJ Ward Fuel Transaction Interface	120 days	20 hrs	
M5-9.E	Cascor Interface	120 days	8 hrs	
M5-10	**Enhancement Development**	**120 days**	**0 hrs**	
M5-11	**Business Intelligence Support**	**133 days**	**240 hrs**	
M5-11.A	Reporting Requirements Analysis	5 days	32 hrs	4
M5-11.B	Custom Report Development	120 days	80 hrs	
M5-11.C	Dashboard Design & Configuration	120 days	72 hrs	4
M5-11.D	PMM Module Implementation	120 days	32 hrs	2
M5-11.E	Business Intelligence Training	3 days	24 hrs	3
M5-12	**Training Preparation**	**50 days**	**56 hrs**	
M5-12.A	Develop User Training Plan	10 days	16 hrs	2
M5-12.B	Update Standard Training Materials	40 days	40 hrs	
M5-13	**Application Readiness**	**50 days**	**40 hrs**	
M5-13.A	Prepare Test Plan	20 days	16 hrs	2
M5-13.B	Readiness Review Workshop	10 days	24 hrs	3
M5-14	**User Training**	**15 days**	**120 hrs**	
M5-14.A	Technical/IT Staff (3 users)	2 days	16 hrs	2
M5-14.B	Administrative Staff (10 users)	2 days	16 hrs	2
M5-14.C	Shop Supervisors (42 users)	3 days	24 hrs	3
M5-14.D	Shop Support Staff (25 users)	3 days	24 hrs	3
M5-14.E	Shop Technicians (170 users)	5 days	40 hrs	5
M5-15	**Production Deployment**	**45 days**	**96 hrs**	
M5-15.A	Prepare for Cutover	10 days	16 hrs	2
M5-15.B	Production Cutover/Rollout Support	35 days	80 hrs	10
M5-16	**Travel (Estimate 90 days onsite)**	**200 days**	**0 hrs**	90

EXHIBIT 1

SYSTEM REQUIREMENTS

EXHIBIT 1
SYSTEM REQUIREMENTS

System Requirements

FleetFocus™ M5

Version 2.7

July 2011

AssetWorks

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TECHNICAL ARCHITECTURE OVERVIEW

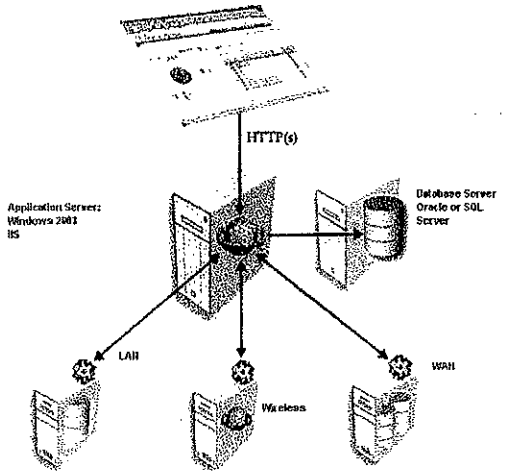
FleetFocus™ M5 is an N-tier, Web-based architecture that is supported from a centralized location. This design will provide easy access to all data in the system and can minimize network support and maintenance activities.

The M5 Fleet Management application is developed using Microsoft's Distributed interNet Applications Architecture (.NET), a state-of-the-art application development model for the Windows platform. FleetFocus™ M5 application was developed using openly available programming languages and software applications, including:

- **Presentation (.ASPX pages):** HTML, DHTML, Java Script, XML, SQL
- **Components/Executables:** Visual Basic, .Net, C#, XML, SQL, custom Web Services
- **Database:** Oracle 10g v2/11 or SQL Server 2005 or 2008
- **Reports:** Crystal Reports, Business Objects Enterprise XI R3.1., Crystal Reports Server 2008

The FleetFocus™ M5 application consists of the following tiers:

- **Application** – FleetFocus™ M5 is a .NET based browser application. The application is hosted on Windows servers (Windows 2003/2008) running Internet Information Services. The application can be installed using a Virtual Machine configuration and/or load-balanced multi server environment.
- **Database** – FleetFocus M5 supports either Oracle (10g v2, 11) or SQL Server 2005/2008 based databases running on their own server(s).
- **Reports** – FleetFocus M5 employs Business Objects Enterprise XI Release 3.1 or Crystal Reports Server 2008 as its reporting platform and is directly integrated into the FleetFocus InfoCenter module. AssetWorks supplies Concurrent Access Licenses that allows the application to be used with multiple processors. The Business Objects Enterprise server and CRS 2008 require a Windows operating system.
- **Client** - The user accesses the system using Microsoft Internet Explorer. The individual client work stations require a Microsoft OS capable of supporting Microsoft Internet Explorer version 7.0 or better. FleetFocus™ M5 is compliant with Windows XP Service Pack 3, Windows Vista or Windows 7 and supports Internet Explorer 8.0 and 9.0.



FLEETFOCUS™ M5 ENVIRONMENT

Several options are available in setting and configuring the FleetFocus™ M5 environment(s), depending on the user, performance and failover requirements. Typically an installation needs at least three (3) environments: testing, training and production.

PRODUCTION

The FleetFocus™ M5 system is composed of many separate server functions. Understanding these functions is a prerequisite in determining the hardware requirements. Any of these servers can be combined onto one physical machine depending on the number of users and the failover requirements of your installation.

The recommended production environment consists of the following servers:

Web Application Server – The M5 application server is a Windows web server(Windows 2003 or 2008) running Microsoft IIS. This server requires approximately 4 gig of space beyond the OS requirements.

In the case of a large user base and/or the need for failover for the M5 application, load balancing should be considered. The M5 system is 'stateless' so user requests can safely be spread across a farm of servers or setup in a Virtual Machine-based configuration.

If M5 is installed in a load balanced environment, a shared file system must be made available that can be accessed from all the load balanced servers. This file system area is used to store file attachments. A shared area is also needed for temporary images generated by the Graphics Server processes and for Crystal Reports with a destination of the M5 in-bin.

The same M5 application server can also support more than one M5 environment, such as production (current) version training; however, each environment **must be the same exact version of M5.**

Business Objects XI server/ Crystal Reports Server 2008– The Business Objects Server/CRS 2008 is responsible for running and distributing all Crystal reports launched from the M5 application. Typical installation recommends that the Business Objects Server/CRS 2008 ("Reports Server") be installed on a separate machine. This set up will ensure that report execution will not have an impact on online performance/response. The MySql database is installed by default, but both Oracle and SQL Server databases can be used. This server requires approximately 40 gig of space beyond the OS requirements.

Business Objects Enterprise can be installed on several machines operating in parallel thus providing redundancy in the event of server failure. To install Business Objects Enterprise in a failover environment *at least three servers are required*: two for service redundancy and one to house the database shared by the other two. In a failover environment the Business Objects Enterprise database can usually be installed on the same machine as the M5 database to reduce the hardware requirements. The CRS 2008 server cannot be load balanced. It is a single server solution.

Database server – The M5 system supports both Oracle and SQL Server databases. Oracle Enterprise Edition is required for multi-company support and is also recommended for larger implementations because of its read consistency features. Oracle is supported on both Windows and UNIX machines. SQL Server will require a Windows server. The FleetFocus™ M5 instances can be installed on an existing database server alongside other, non-M5, database instances.

Batch Server – The Batch Server is responsible for processing all batch jobs other than Crystal Reports. It executes jobs such as interfaces, Forecaster and Billing. This server requires approximately 4 gig of space beyond the OS requirements.

The designated Batch Server cannot be load balanced. If a single application server is used, the batch server can be installed on the web server. In a multi-web server configuration, a separate batch server is required. The Batch Server does *not* perform any time critical functions that require a failover setup.

Database Maintenance computer – The computer on which the Database Maintenance is performed is never its own server. The installation of the program necessary to perform Database Maintenance is typically installed on the database machine (Windows *only*) or the batch machine but it can be installed on any windows server or workstation. The DB upgrade process is executed once during the initial install and at *each subsequent M5 upgrade for each M5 database* at a client site. It is important that this process be run from the *same place on the same machine* in order to access log files from previous runs if necessary.

TEST

Users will need to support more than one version of M5 to test upcoming releases and patches before placing them into production. ***It is highly recommended that all customers setup and maintain a test environment independently of the production environment.*** There are no additional FleetFocus licenses needed to setup a test environment.

The architecture of the application does not permit different versions to reside on the same application environment or in the same databases instances. Customers must have a separate test environment to test a production release or maintenance patch without upgrading production directly.

The test environment does not have to directly mimic the production configuration, although this is a more accurate test of the applications expected performance. Customers have the option of configuring a single test server that includes the application, database and reporting software. This is not recommended for a production environment.

The M5 Application server and Batch server cannot support multiple versions of M5. The Business Objects Enterprise/Crystal Reports Server and the database server can all support multiple versions of M5. You still may want to consider separate machines, if possible, so that you can test new versions of Business Objects Enterprise that are required for some releases of M5 and the database software without impacting your production environment.

TRAINING

It is recommended that a training environment be installed on both the test and production servers. Customers can set-up a training presentation tree in either the production or test application server and use that URL to access the training version for each release.

Setting up a training environment on the application server will allow for users to train in a real-world environment using the current production-quality data and software. If you want to train on an upcoming release then a second training should be installed on the test machine where the latest M5 upgrades are applied first. If end users cannot access these machines because of firewalls it may be necessary to setup your training environment on only the production machines.

The only requirement for a training environment is to maintain a separate training database instance to keep training data from entering the production database. This instance can be routinely updated with an export from the production database. If a second test release training environment is used, the current test database instance can be used for training.

The training presentation pages simply point to the training database, keeping the training data from corrupting production records. By using the current and future production environment for training, users can easily transition from the class room to the shop floor as the user interface and functionality will be same in both environments.

CLIENT CONFIGURATION

For all configurations, client workstations should be at least 1GHz Pentium III-based computers running Windows XP, Vista or Windows 7. We recommend at least 512 MB of RAM and 1 GB of available hard drive space. **FleetFocus™ M5 requires IE 7.0 or higher** with a minimum display resolution of 1024x768 pixels for proper viewing of all field information in all screens.

It is also recommended that each work station have the free Adobe viewer add-in component installed. This will allow users to view the standard FleetFocus™ M5 reports as a .PDF file.

Another recommend application, but not required, is Microsoft Office. The FleetFocus™ M5 application has the capability to use the Window's Clipboard to copy information from the presentation pages and paste it directly into Excel, Word or PowerPoint. Additionally reports can be exported to the .XLS and .DOC file formats.

ActiveX Requirements

M5 uses three client-side ActiveX controls. One performs spell checking for notes entered by the user, one prints bar codes on a client attached bar code printer and the last is for the optional Screen Designer functionality requiring 'MS SilverLight'. If the user has sufficient authorization these controls will automatically install when the user references them. If this ability is locked down, the controls will either be unavailable or they must be installed by an administrator.

An executable is delivered in the M5ActiveXInstall.zip file that will pre-install the Active X controls on PCs that are locked down.

COMMUNICATIONS INFRASTRUCTURE

The FleetFocus™ M5 Database and Application servers require at least a 100/1000 Mbps Ethernet connection to each other. The FleetFocus™ M5 Workstation requires at least 256 KB connection to the Application server and runs over Local Area Networks, Wide Area Networks, an Intranet, the Internet, or Broadband connections.

For connections less than 256KB, Terminal Server or Citrix should be utilized.

M5 SERVER REQUIREMENTS

SERVER HARDWARE CONFIGURATION

This following tables describe the recommended server hardware requirements for a typical FleetFocus™ M5 production environment for two different size fleet operations.

Exhibit 3-1: Up to 50 Concurrent Users

	Web Application Server	Report Server	Database Server		Batch Server
Operating System	Windows 2003/2008	Windows 2003/2008	Any Oracle Supported OS	Windows 2003/2008	Windows 2003/2008
Applications	Windows IIS FleetFocus™ M5	Business Objects Enterprise XI R3.1/Crystal Reports Server 2008	Oracle 10g	Oracle 10g / Oracle 11	Batch Processes
			Oracle 11	SQL Server 2005/2008	
Processors	1 Dual Core 2.8+ GHz Xeon	1 Dual core 2.8+ GHz Xeon	1 Dual Core 1.5+ GHz	1 Quad Core 2.8+ GHz Xeon	1 Dual Core 2.8+ GHz Xeon
Memory	4 GB minimum	4 GB minimum	4 GB minimum	4 GB minimum	4 GB minimum
Disks	3 x 73 GB SCSI-3	3 x 73 GB SCSI-3	200 GB SCSI-3	200 GB SCSI-3	3 x 73 GB SCSI-3
	Raid-5 (15k RPM)	Raid-5 (15k RPM)	Raid-1 (15K RPM)	Raid-1 (15K RPM)	Raid-5 (15k RPM)
Network Card	2 Gigabit Ethernet Cards	2 Gigabit Ethernet Cards	2 Gigabit Ethernet Cards	2 Gigabit Ethernet Cards	2 Gigabit Ethernet Cards
Virtual Machine	Yes	Yes	Yes	Yes	Yes
Web Farm	Yes (1)	Yes(BOE only)	No	No	No
Other	Shared File System required for attachment and report storage		Backup Library	Backup Library	

Exhibit 3-2: Up to 200 Concurrent Users

	Web Application Server	Report Server	Database Server		Batch Server
Operating System	Windows 2003/2008	Windows 2003/2008	Any Oracle Supported OS	Windows 2003/2008	Windows 2003/2008
Applications	Windows IIS FleetFocus™ M5	Business Objects Enterprise XI R3.1	Oracle 10g	Oracle 10g/ Oracle 11	Batch Processes
			Oracle 11	SQL Server 2005/2008	
Processors	2 Quad Core 2.8+ GHz Xeon	2 Quad Core 2.8+ GHz Xeon	2 Dual Core 1.5+ GHz	2 Quad Core 2.8+ GHz Xeon	1 Dual Core 2.8+ GHz Xeon
Memory	4 GB minimum	4 GB minimum	16 GB minimum	16 GB minimum	4 GB minimum
Disks	3 x 73 GB SCSI-3 Raid-5 (15k RPM)	3 x 73 GB SCSI-3 Raid-5 (15k RPM)	500 GB SCSI-3	500 GB SCSI-3	3 x 73 GB SCSI-3
			Raid-1 (15k RPM)	Raid-1 (15k RPM)	Raid-5 (15k RPM)
Network Card	2 Gigabit Ethernet Cards	2 Gigabit Ethernet Cards	4 Gigabit Ethernet Cards	4 Gigabit Ethernet Cards	2 Gigabit Ethernet Cards
Virtual Machine	Yes	Yes	Yes	Yes	Yes
Web Farm	Yes – Optional	Yes	No	No	No
Other	Shared File System required for attachment and report storage		Backup Library	Backup Library	

Exhibit 3-3: Greater than 200 Concurrent Users:

	Web Application Server	Report Server	Database Server		Batch Server
Operating System	**Windows 2003/2008**	**Windows 2003/2008**	**Any UNIX Supported OS**	**Windows 2003/2008**	**Windows 2003/2008**
Applications	Windows IIS FleetFocus™ M5	Business Objects Enterprise XI R3.1	Oracle 10g Oracle 11	Oracle 10g/ Oracle 11 SQL Server 2005/2008	Batch Processes
Processors	2 Quad Core 2.8+ GHz Xeon	2 Quad Core 2.8+ GHz Xeon	4 x 1.5+ GHz	4 Quad Core 2.8+ GHz Xeon	1 Dual Core 2.8+ GHz Xeon
Memory	4 GB minimum	4 GB minimum	32 GB minimum	64 GB minimum	4 GB minimum
Disks	3 x 73 GB SCSI-3 Raid-5 (15k RPM)	3 x 73 GB SCSI-3 Raid-5 (15k RPM)	OS disks mirrored (Raid-1) 2 TB Raw SAN Installed (Raid-1) for Data	OS Disks mirrored (Raid-1) 2 TB Raw SAN Installed (Raid-1) for Data	3 x 73 GB SCSI-3 Raid-5 (15k RPM) 2 Gigabit Ethernet Cards
Network Card	2 Gigabit Ethernet Cards	2 Gigabit Ethernet Cards	4 Gigabit Ethernet Cards	4 Gigabit Ethernet Cards	Yes
Virtual Machine	Yes	Yes	Yes	Yes	Yes
Web Farm	Yes – Add 1 Server/200 Users	Yes	No	No	
Other	Shared File System required for attachment and report storage Cisco Content Services Switch with Redundancy for Load Balancing of Application Server Web Farm		Backup Library	Backup Library	

It is highly recommended that a UNIX installation be used on the database server for more than 100 concurrent users.

SERVER SOFTWARE CONFIGURATION

This section details the server software prerequisites by specific server for the installation of the FleetFocus™ M5 application.

M5 Database Server

- Oracle Database: Version 10g or 11
- MS SQL Server Database: Version 2005 or 2008

M5 Web Server

If Windows 2003 or 2008 Server:

- All Critical Updates from Microsoft
- Business Objects Enterprise (BOE) XI R3.1 (only needed if the BOE Enterprise Server will reside on the M5 Web Server) or BOE XI client (if the Business Objects Enterprise Server resides on a different machine).
- Oracle 10g or 11 Client with MTS Windows Interfaces (Oracle only)
- Internet Information Server version 7.0 or higher
- The IIS Web Service Extension "Active Server Pages" and "Server Side Includes" must be allowed.
- MS .NET framework version 4.0 (automatically installed by M5 if not already installed)

Business Objects Server/Crystal Reports Server

The Business Objects/CRS Server is required if the Web Server is not configured to house Business Objects Enterprise/CRS 2008. AssetWorks recommends that Business Objects Enterprise be installed on a separate server other than the M5 Web Server for performance and licensing reasons. Your organization's configuration may differ. If installing Business Objects Enterprise/CRS 2008 on a Windows 2003 server with Service Pack 2 installed, see the DEP Settings section contained in the Installation Guide before performing this install.

- Windows 2003 or 2008
- All Critical Updates from Microsoft
- Business Objects Enterprise (BOE) XI R3.1 or Crystal Reports Server 2008
- Oracle 10g or 11 Client with MTS Windows Interfaces (Oracle only)
- ODBC configured for target database
- Internet Information Server version 7.0 (W2003) or higher
- If Windows Server 2003 is the operating system, the IIS Web Service Extension "Active Server Pages" and "Server Side Includes" must be allowed

FleetFocus M5 Batch Server

- Windows 2003 or 2008
- All Critical Updates from Microsoft
- Oracle 10g or 11 Client with MTS Windows Interfaces (Oracle only)

FleetFocus M5 Client WorkStation

- Windows XP/Vista /Windows 7
- Internet Explorer 7,8 or 9

OPTIONAL HARDWARE

AssetWorks can supply peripheral hardware to support various work-flow implementations. The following table describes the products currently available:

Exhibit 4-1: Optional AssetWorks Supplied Hardware

Product	Supported Functionality
LS 2208 Bar Code Scanner	**Keyboard-attached bar code scanner:** • **Shop Labor Capture** • **Inventory Management**
Motorola Wireless PDA w/FleetFocus™ MobileFocus License	**FleetFocus MobileFocus Real-Time Applications:** • **Yard Checks** • **Labor Capture** • **Part Issues** • **Physical Inventory** • **Work Orders**
Motorola Cradle & Power Supply	**Required to connect and upload Store and Forward data from MC5590s recharge PDA device**
Zebra Bar Code Printer Kit	**Local Windows bar code printer** • **Print labels for parts and bins** • **Print labels of system codes for shop floor bar code stations**
Zebra Bar Code Printer Kit w/ Printer Server II	**Network bar code printer** • **Print labels for parts and bins** • **Print labels of system codes for shop floor bar code stations**
ELO Touch Monitor w/ Carroltouch	**Touch Screen equipped monitor** • **Shop Portal Module**
AssetWorks DT120MX Shop Kiosk w/ 15" Touch Screen	**Stand-alone PC workstation with key board, bar code scanner, and 15" touch screen monitor** • **Shop Portal Module**
AssetWorks DT120MX Shop Kiosk w/ 17" Touch Screen	**Stand-alone PC workstation with key board, bar code scanner, and 17" touch screen monitor** • **Shop Portal Module**
AssetWorks DT120MX Shop Kiosk w/ 19" Touch Screen	**Stand-alone PC workstation with key board, bar code scanner, and 19" touch screen monitor** • **Shop Portal Module**

EXHIBIT 2

TECHNOLOGY ENVIRONMENT INSTALLATION CHECKLIST

EXHIBIT 2
TECHNOLOGY ENVIRONMENT INSTALLATION CHECKLIST

Installation Certification Checklist

The following certification checklist must be completed by someone very familiar with the FleetFocus M5 product.

Instance: _____

Date: _____

Tester: _____

Completed	Test
☐	Logon to the M5 web site: CSI/staff Location = FM
☐	Navigate around the Home page, testing icons, menu
☐	From Home Page, use Home Page editor, change color and save
☐	Use menu drop down/search function find Frame Maintenance, Menu Maintenance, Role Maintenance, and System Flags
☐	Navigate to Location Main, enter location FM, change address, and save.
☐	From Location Main, click the Help icon, View/Navigate Help System
☐	Navigate to System/Assembly Codes, use List of Values to select a system code (013-Brakes), view linked assembly codes to the selected system code
☐	Open Unit Id report, select grouping options, and test filters. View saved parameters and filters on last page of report
☐	Schedule Unit Id report for Now, send to Bin, view report in Bin, delete from Bin. Report should have no results unless running against demo or test.
☐	Schedule Unit Id for Daily run, enter time a few minutes ahead, save report to Bin or File.
☐	Use Crystal Enterprise monitor to view report results.
☐	On Location Main, select Location FM, attach a file.
☐	Run End of Day to test a batch process.
☐	Verify that EOD sends an email to user when completed, view EOD log on server

EXHIBIT 3

DELIVERY ACCEPTANCE FORMS

Deliverable Acceptance Form
Milestone 1

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and AssetWorks Inc. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

Milestone 1 – Kick-off

Deliverables	Duration	Resources/Staff
Facilitate a Project Start-Up conference call	1 Day	
Project Team Orientation materials (presentation materials, approximately 30-50 slides in length)	1 Day	
Kick off meeting - consisting of two days of on-site meetings and discussions	2 Days	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Deliverable Acceptance Form
Milestone 2

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and AssetWorks Inc. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

Milestone 2 – Installation

Deliverables	Duration	Resources/Staff
Deliver System Requirements and Database Sizing guide for the installed version	1 Day	
Installation of AssetWorks FleetFocus M5 software and database in a test environment	2 Days	
Installation of AssetWorks FleetFocus M5 software and database in a production environment	2 Days	
Completed installation guide for test and production environment	1 Day	
Completed Installation acceptance test – see Installation Test Checklist	1 Day	
Initiation of Year 1 Maintenance Support Services	1 Day	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Deliverable Acceptance Form
Milestone 3

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and AssetWorks Inc. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

Milestone 3 – Business Process Review

Deliverables	Duration	Resources/Staff
Completed Implementation Questionnaire	15 Day	
Documented Interface requirements	15 Days	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Deliverable Acceptance Form
Milestone 4

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and AssetWorks Inc. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

Milestone 4 – System Setup

Deliverables	Duration	Resources/Staff
Key User Training Workshop	5 Days	
FleetFocus Jump Start and System Setup/Configuration guides	1 Day	
List of data sets requiring electronic conversion	5 Days	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Deliverable Acceptance Form
Milestone 5

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and AssetWorks Inc. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

Milestone 5 – System Configuration

Deliverables	Duration	Resources/Staff
Application Training Workshop	5 Days	
Work-flow Design Workshop	1 Day	
Work-Flow Matrix – to be completed by County	5 Days	
Billing Configuration Workshop	2 Days	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Deliverable Acceptance Form
Milestone 6

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and AssetWorks Inc. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

Milestone 6 – Data Loading

Deliverables	Duration	Resources/Staff
Data Element Mapping Document	30 Days	
Data Template Specification and Instructions	30 Days	
Data Loading Scripts	30 Days	
Data Loaded in Pre-production Test Environment	10 Days	
Validation of converted data according to Data Element Mapping Document	20 Days	
Data Loaded in Production Environment	3 Days	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Deliverable Acceptance Form
Milestone 7

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and AssetWorks Inc. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

Milestone 7 – Business Intelligence Support

Deliverables	Duration	Resources/Staff
Reporting Requirements Matrix	5 Days	
Specifications AssetWorks developed custom reports, if required	120 Days	
Custom Crystal Reports per approved specifications, if required	120 Days	
Reports, Database and Ad-hoc Module Training Workshop	3 Days	
Dashboard Module Training Workshop	120 Days	
PMM Module Workshop	120 Days	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Deliverable Acceptance Form
Milestone 8

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and AssetWorks Inc. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

Milestone 8 – Interface Delivery

Deliverables	Duration	Resources/Staff
Interface Functional Specifications for each delivered interface	15 Days	
FAMIS Billing Interface Deployment	120 Days	
EJ Ward Fuel Interface Deployment	120 Days	
CASCOR Warranty Interface Deployment	120 Days	
Interface testing against approved functional specification	10 Days	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Deliverable Acceptance Form
Milestone 9

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and AssetWorks Inc. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

Milestone 9 – User Training

Deliverables	Duration	Resources/Staff
Training plan for trainers and end users	10 Days	
Standard training materials for trainers and end users, in electronic format	40 Days	
Standard application documentation, in electronic format	40 Days	
1x2 Day Technical/IT Staff Training Workshop (3 users)	2 Days	
1x2 Day Administrative Staff Training Workshop (10 users)	2 Days	
3x1 Day Shop Supervisor Training Workshops (42 Users)	3 Days	
3x1 Day Shop Support Training Workshops (25 users)	3 Days	
5x ½ Day Shop Technician Training Workshops (170 Users)	5 Days	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Deliverable Acceptance Form
Milestone 10

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and AssetWorks Inc. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

Milestone 10 – Production Deployment

Deliverables	Duration	Resources/Staff
Written System Test Plan	20 Days	
Application Readiness Workshop	10 Days	
AssetWorks Review and Response to issues documented during readiness review	10 Days	
Live FleetFocus deployment in production environment	10 Days	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

EXHIBIT 4

ESCROW AGREEMENT

Multi Licensee Deposit Account Software Escrow Agreement

Date	March 17, 2010
Licensor	AssetWorks Inc.
Agreement Number	45226

Notice: The parties to this Agreement are obliged to inform NCC Group of any changes to the Software or in their circumstances (including change of name, principal office, contact details or change of owner of the intellectual property in the Software).

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Escrow Agreement Dated:

Between:

(1) AssetWorks Inc. whose principal office is at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("**Licensor**"); and

(2) NCC Group, Inc, a corporation organized and existing under the laws of Virginia with its principal office at 1731 Technology Drive, Suite 880, San Jose, California 95110, USA ("**NCC Group**").

Background:

(A) Licensee has been granted a license to use the Software which comprises computer programs.

(B) Certain technical information and/or documentation relating to the Software is the confidential information and intellectual property of Licensor or a third party.

(C) Licensor acknowledges that in certain circumstances, such information and/or documentation would be required by Licensee in order for it to continue to exercise its rights under its License Agreement with the Licensor.

(D) The parties therefore agree that such information and/or documentation should be placed with a trusted third party, NCC Group, so that such information and/or documentation can be released to Licensee should certain circumstances arise.

Agreement:

In consideration of the mutual undertakings and obligations contained in this Agreement, the parties agree that:

1 **Definitions and Interpretation**

1.1 In this Agreement the following terms shall have the following meanings:

"**Agreement**" means the terms and conditions of this multi licensee deposit account software escrow agreement set out below, including the Schedules and Appendices hereto.

"**Confidential Information**" means all technical and/or commercial information not in the public domain and which is designated in writing as confidential by any party.

"**Deposit Account**" means an account set up on the execution of a Deposit Account Agreement under which specific Escrow Material is deposited by the Licensor with NCC Group.

"**Deposit Account Agreement**" means an agreement in the form attached as Appendix 1, for the setting up of a Deposit Account.

"**Deposit Form**" means the form at Schedule 1 which is to be completed by Licensor and delivered to NCC Group with each deposit of the Escrow Material.

"**Escrow Material**" means the Source Code of the Software and such other material and documentation (including updates and upgrades thereto and new versions thereof) as are necessary to be delivered or deposited to comply with Clause 3 of this Agreement.

"**Full Verification**" means the tests and processes forming NCC Group's Full Verification service and/or such other tests and processes as may be agreed between the parties for the verification of the Escrow Material.

"**Integrity Testing**" means those tests and processes forming NCC Group's Integrity Testing service, in so far as they can be applied to the Escrow Material.

"**Intellectual Property Rights**" mean any copyright, patents, design patents, registered designs, design rights, utility models, trademarks, service marks, trade secrets, know how, database rights, moral rights, confidential information, trade or business names, domain names, and any other rights of a similar nature including industrial and proprietary rights and other similar protected rights in any country or jurisdiction together with all registrations, applications to register and rights to apply for registration of any of the aforementioned rights and any licenses of or in respect of such rights.

"**License Agreement**" means the agreement under which a Licensee was granted a license to use the Software.

"**Licensee**" means any person, firm, company or other entity:

1.1.1 to whom a license to use the Software has been granted; and

1.1.2 whom Licensor has approved for registration under a Deposit Account Agreement; and

1.1.3 who has agreed to be bound by the terms and conditions of a Deposit Account Agreement by executing a completed Registration Agreement, forwarding the same to NCC Group and the receipt and registration of which has been acknowledged by NCC Group in writing to Licensor and Licensee;

and references in this Agreement to Licensee shall be to the relevant Licensee or Licensees given the context in which such reference is made.

"**Letter of Intent**" means the form completed by Licensor or Licensee containing the information to enable NCC Group to set up this Agreement, a Deposit Account Agreement or a Registration Agreement.

"**Registration Agreement**" means an agreement in the form set out in Appendix 2 to be signed by Licensor, NCC Group and any company wishing to be a party to a Deposit Account Agreement or Deposit Account Agreements, as a Licensee and, accordingly, to take the benefit of and be bound by the terms and conditions of the Agreement including payment obligations as may be defined in the Registration Agreement.

"**Release Purposes**" means the purposes of understanding, maintaining, modifying and correcting the Software exclusively for and on behalf of Licensee together with such other purposes (if any) as are permitted under the License Agreement.

"**Software**" means the software together with any updates and upgrades thereto and new versions thereof licensed to Licensee under the License Agreement details of which are set out in Schedule 1 of a Deposit Account Agreement.

"**Source Code**" means the computer programming code of the Software in human readable form.

1.2 This Agreement shall be interpreted in accordance with the following:

1.2.1 headings are for ease of reference only and shall not be taken into consideration in the interpretation of this Agreement;

1.2.2 all references to Clauses and Schedules are references to Clauses and Schedules of this Agreement; and

1.2.3 all references to a party or parties are references to a party or parties to this Agreement.

2 Deposit Accounts

2.1 Each time that the Licensor wishes to deposit different Escrow Material under the terms of this Agreement, the Licensor and NCC Group must execute a completed Deposit Account Agreement containing the details of the Escrow Material to be deposited in accordance with the obligations contained in Clause 3.

2.2 Each signed Deposit Account Agreement shall be supplemental to and be governed by the terms of this Agreement.

2.3 For the avoidance of doubt, if the Escrow Material to be deposited is an update to or development of Escrow Material already deposited under an existing Deposit Account, the deposit of such Escrow Material shall not require a new Deposit Account and shall be deposited under the relevant existing Deposit Account.

3 Licensor's Duties and Warranties

3.1 Licensor shall:

3.1.1 deliver a copy of the Escrow Material to NCC Group within 30 days of the date NCC Group receives an executed Deposit Account Agreement;

3.1.2 deliver an update or replacement copy of the Escrow Material to NCC Group within 30 days of a material update, error correction, enhancement, maintenance release or functional modification to the Software which results in an updated delivery of the object code version of the Software to Licensee;

3.1.3 ensure that each copy of the Escrow Material deposited with NCC Group comprises the

Source Code of the latest version of the Software used by Licensee;

3.1.4 deliver to NCC Group an update or replacement copy of the Escrow Material within 30 days after the anniversary of the last delivery of the Escrow Material to ensure that the integrity of the Escrow Material media is maintained;

3.1.5 deliver with each deposit of the Escrow Material a Deposit Form which includes the following information:

3.1.5.1 details of the deposit including the full name of the Software (i.e. the original name as set out under Schedule 1 to the Deposit Account Agreement together with any new names given to the Software by Licensor), version details, media type, backup command/software used, compression used, archive hardware and operating system details; and

3.1.5.2 password/encryption details required to access the Escrow Material;

3.1.6 deliver with each deposit of the Escrow Material the following technical information (where applicable):

3.1.6.1 documentation describing the procedures for building, compiling and installing the Software, including names and versions of the development tools;

3.1.6.2 Software design information (e.g. module names and functionality); and

3.1.6.3 name and contact details of employees with knowledge of how to maintain and support the Escrow Material; and

3.1.7 deposit a detailed list of the suppliers of any third party software and tools required to access, install, build or compile or otherwise use the Escrow Material.

3.2 Licensor warrants to both NCC Group and Licensee at the time of each deposit of the Escrow Material with NCC Group that:

3.2.1 it has the full right, ability and authority to deposit the Escrow Material;

3.2.2 in entering into this Agreement and any Deposit Account Agreement and performing its obligations under such agreements, it is not in breach of any of its ongoing express or implied obligations to any third party(s); and

3.2.3 the Escrow Material deposited under Clause 3.1 contains all information in human-readable form and is on suitable media to enable a reasonably skilled programmer or analyst to understand, maintain, modify and correct the Software.

4 Licensee's Responsibilities and Undertakings

4.1 Licensee shall notify NCC Group of any change to the Software that necessitates a replacement deposit of the Escrow Material.

4.2 In the event that the Escrow Material is released under Clause 7, Licensee shall:

4.2.1 keep the Escrow Material confidential at all times;

4.2.2 use the Escrow Material only for the Release Purposes;

4.2.3 not disclose the Escrow Material to any person save such of Licensee's employees or contractors who need to know the same for the Release Purposes. In the event that Escrow Material is disclosed to its employees or contractors, Licensee shall ensure that they are bound by the same confidentiality obligations as are contained in this Clause 4.2;

4.2.4 hold all media containing the Escrow Material in a safe and secure environment when not in use; and

4.2.5 forthwith destroy the Escrow Material should Licensee cease to be entitled to use the Software under the terms of the License Agreement.

5 NCC Group's Duties

5.1 NCC Group shall:

5.1.1 at all times during the term of this Agreement, retain the latest deposit of the Escrow Material in a safe and secure environment;

5.1.2 notify Licensor and the relevant Licensee of the acceptance of any Registration Agreement; and

5.1.3 inform Licensor and Licensee of the receipt of any deposit of the Escrow Material by sending to both parties a copy of the Deposit Form and/or the Integrity Testing report or Full Verification report (as the case may be) generated from the testing processes carried out under Clause 11.

5.2 In the event of failure by Licensor to deposit any Escrow Material with NCC Group, NCC Group shall not be responsible for procuring such deposit and may, at its sole discretion, notify the Licensor and Licensee of Licensor's failure to deposit any Escrow Material.

5.3 NCC Group may appoint agents, contractors or sub-contractors as it deems fit to carry out the Integrity Testing and the Full Verification processes. NCC Group shall ensure that any such agents, contractors and sub-contractors are bound by the same confidentiality obligations as are contained in Clause 9.

5.4 NCC Group has the right to make such copies of the Escrow Material as may be necessary solely for the purposes of this Agreement.

6 Payment

6.1 The parties shall pay NCC Group's fees and charges as published from time to time or as otherwise agreed, in the proportions set out in the Letter of Intent between the parties. NCC Group's fees as published are exclusive of any applicable sales tax.

6.2 If NCC Group is required to perform any additional or extraordinary services as a result of being an escrow agent including intervention in any litigation or proceeding, NCC Group shall receive reasonable compensation for such services and be reimbursed for all costs incurred, including reasonable attorney's fees.

6.3 NCC Group shall be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and only upon 45 days written notice to the parties.

6.4 All invoices are payable within 30 days from the date of invoice. Interest shall accrue at the lesser of 1.5% per month or the maximum amount permitted by applicable law for any fees that are undisputed by the paying party and remain unpaid for more than 30 days past the due date of the applicable invoice.

6.5 In the event of a dispute made in good faith as to the amount of fees, the party responsible for payment agrees to remit payment on any undisputed amount(s) in accordance with Clause 6.1 above. In such circumstances, the interest on the fees shall not accrue as to any disputed amounts unless not paid within 30 days after such dispute has been resolved by the parties.

6.6 NCC Group shall have no obligations under this Agreement until the initial invoice has been paid in full.

7 Release Procedures

7.1 Subject to: (i) the remaining provisions of this Clause 7 and (ii) the receipt by NCC Group of the fees chargeable upon a release and any other fees and interest (if any) outstanding under this Agreement, NCC Group will release the Escrow Material to a duly authorized representative of Licensee if any of the events listed on the Registration Agreement (**"Release Event(s)"**) occur.

7.2 Licensee must notify NCC Group of the occurrence of a Release Event specified in the Registration Agreement by delivering to NCC Group a notice in writing (**"Notice"**) declaring that such Release Event has occurred and specifying the Deposit Account(s) so affected, and setting out the facts and circumstances of the Release Event, that the License Agreement and any maintenance agreement, if relevant, for the Software was still valid and effective up to the occurrence of such Release Event and exhibiting such documentary evidence in support of the Notice as NCC Group shall reasonably require.

7.3 Upon receipt of a Notice from Licensee claiming that a Release Event has occurred:

7.3.1 NCC Group shall submit a copy of the Notice to Licensor (with a copy to the Licensee in order to acknowledge receipt of the Notice) by courier or other form of guaranteed delivery; and

7.3.2 unless within 14 calendar days after the date of dispatch of the Notice by NCC Group, NCC Group receives a counter-notice in writing from Licensor stating that in their view no such Release Event has occurred or, if appropriate, that the event or circumstance giving rise to the Release Event has been rectified as shown by documentation in support thereof,

NCC Group will release the Escrow Material to Licensee for its use for the Release Purposes.

7.4 Upon receipt of the counter-notice from Licensor under Clause 7.3.2, NCC Group shall send a copy of the counter-notice and any supporting evidence to Licensee (with a copy to Licensor in order to acknowledge receipt of the counter-notice) by courier or other form of guaranteed delivery.

7.5 Within 90 days of dispatch of the counter-notice by NCC Group, Licensee may give notice to NCC Group that they wish to invoke the dispute resolution procedure under Clause 8.

7.6 If, within 90 days of dispatch of the counter-notice by NCC Group to Licensee, NCC Group has not been informed by Licensee that they wish the dispute resolution procedure under Clause 8 to apply, the Notice submitted by Licensee will be deemed to be no longer valid and Licensee shall be deemed to have waived their right to release of the Escrow Material for the particular reason or event specified in the original Notice. In such circumstances, this Agreement shall continue in full force and effect.

8 Disputes

8.1 Upon receipt of Licensee's notice requesting dispute resolution pursuant to Clause 7.5 above, NCC Group shall notify Licensor of the Licensee's request for dispute resolution. Licensor and Licensee shall submit their dispute to expedited binding arbitration in Santa Clara County, California under Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed by the said rules. The decision of the arbitrator shall be final and binding upon the parties and enforceable in any court of competent jurisdiction, and a copy of such decision shall be delivered immediately to Licensor, Licensee and NCC Group. The parties shall use their best efforts to commence the arbitration proceedings within 14 days following delivery of the counter-notice. The sole question to be determined by the arbitrator shall be whether or not there existed a Release Event at the time Licensee delivered the Notice to NCC Group.

8.2 If the arbitrator finds that a Release Event existed at the time of delivery of the Notice to NCC Group, NCC Group is hereby authorized to release and deliver the Escrow Material to the Licensee within 5 working days of the decision being notified by the arbitrator to the parties. If the arbitrator finds to the contrary, then NCC Group shall not release the Escrow Material and shall continue to hold it in accordance with the terms of this Agreement.

8.3 The parties hereby agree that the costs and expenses of the arbitrator, the reasonable attorneys' fees and costs incurred by the prevailing party in the arbitration and any costs incurred by NCC Group in the arbitration shall be paid by the non-prevailing party.

9 Confidentiality

9.1 The Escrow Material shall remain at all times the confidential and intellectual property of its owner.

9.2 In the event that NCC Group releases the Escrow Material to Licensee, Licensee shall be permitted to use the Escrow Material only for the Release Purposes.

9.3 Subject to Clause 9.4, NCC Group agrees to keep all Confidential Information relating to the Escrow Material and/or the Software that comes into its possession or to its knowledge under this Agreement in strict confidence and secrecy. NCC Group further agrees not to make use of such information and/or documentation other than for the purposes of this Agreement and, unless the parties should agree otherwise in writing and subject to Clause 9.4, will not disclose or release it other than in accordance with the terms of this Agreement.

9.4 NCC Group may release the Escrow Material to the extent that it is required by applicable federal, state or local law, regulation, court order, judgment, decree or other legal process, provided that NCC Group has notified Licensor and Licensee prior to such required release, has given Licensor and/or Licensee an opportunity to contest (at their own expense) such required release, within the time parameters mandated by such applicable regulation, court order, judgment, decree or other legal process. NCC Group is hereby expressly authorized in its sole discretion to obey and comply with all orders, judgments, decrees so entered or issued by any court, without the necessity of inquiring as to the validity of such order, judgment or decree, or the court's underlying jurisdiction. Where NCC Group obeys or complies with any such order, judgment or decree, NCC Group shall not be liable to Licensee, Licensor or any third party by reason of such compliance, notwithstanding that such order, judgment or decree may subsequently be reversed, modified or vacated.

9.5 Any request by a Licensee under clause 11.3 for a Full Verification shall not be disclosed to any other Licensee(s) except as the requesting Licensee agrees.

10 Intellectual Property Rights

10.1 The release of the Escrow Material to Licensee will not act as an assignment of any Intellectual Property

Rights that Licensor or any third party possesses in the Escrow Material. However, upon deposit of the Escrow Material, the title to the media upon which the Escrow Material is deposited (**"Media"**) is transferred to NCC Group. Upon delivery of the Escrow Material back to Licensor, the title to the Media shall transfer back to the Licensor. If the Escrow Material is released to the Licensee, the title to the Media shall transfer to the Licensee.

10.2 The Intellectual Property Rights in the Integrity Testing report and any Full Verification report shall remain vested in NCC Group. Licensor and Licensee shall each be granted a non-exclusive right and license to use the Integrity Testing report for the purposes of this Agreement and their own internal purposes only. Licensor and the party who commissioned the Full Verification shall each be granted a non-exclusive right and license to use the Full Verification report for the purposes of this Agreement and their own internal purposes only.

11 Integrity Testing and Full Verification

11.1 NCC Group shall bear no obligation or responsibility to any party to this Agreement or person, firm, company or entity whatsoever to determine the existence, relevance, completeness, accuracy, operation, effectiveness, functionality or any other aspect of the Escrow Material received by NCC Group under this Agreement.

11.2 As soon as practicable after the Escrow Material has been deposited with NCC Group, NCC Group shall apply its Integrity Testing processes to the Escrow Material.

11.3 Any party to this Agreement shall be entitled to require NCC Group to carry out a Full Verification. Subject to Clause 11.4, NCC Group's prevailing fees and charges for the Full Verification processes and all reasonable expenses incurred by NCC Group in carrying out the Full Verification processes shall be payable by the requesting party.

11.4 If the Escrow Material fails to satisfy NCC Group's Full Verification tests as a result of being defective or incomplete in content, NCC Group's fees, charges and expenses in relation to the Full Verification tests shall be paid by Licensor.

11.5 Should the Escrow Material deposited fail to satisfy NCC Group's Integrity Testing or Full Verification tests under Clauses 11.2 or 11.3, Licensor shall, within 14 days of the receipt of the notice of test failure from NCC Group, deposit such new, corrected or revised Escrow Material as shall be necessary to ensure its compliance with its warranties and obligations in Clause 3. If Licensor fails to make such deposit of the new, corrected or revised Escrow Material, NCC Group will issue a report to Licensee (with a copy to Licensor) detailing the problem with the Escrow Material as revealed by the relevant tests.

12 NCC Group's Liability

12.1 Nothing in this Clause 12 excludes or limits the liability of NCC Group for gross negligence or intentional misconduct.

12.2 Subject to Clause 12.1, NCC Group shall not be liable for:

12.2.1 any loss or damage caused to either Licensor or Licensee except to the extent that such loss or damage is caused by the negligent acts or omissions of or a breach of any contractual duty by NCC Group, its employees, agents or sub-contractors, and in such event, NCC Group's total liability with regard to all claims arising under or by virtue of this Agreement or in connection with the performance or contemplated performance of this Agreement, shall not exceed the sum of $100,000 (one hundred thousand US dollars); and

12.2.2 any special, indirect, incidental or consequential damages whatsoever.

12.3 NCC Group shall not be responsible in any manner whatsoever for any failure or inability of Licensor or Licensee to perform or comply with any provision of this Agreement.

12.4 NCC Group shall not be liable in any way to Licensor or Licensee for acting in accordance with the terms of this Agreement and specifically (without limitation) for acting upon any notice, written request, waiver, consent, receipt, statutory declaration or any other document furnished to it pursuant to and in accordance with this Agreement.

12.5 NCC Group shall not be required to make any investigation into, and shall be entitled in good faith without incurring any liability to Licensor or Licensee to assume (without requesting evidence thereof) the validity, authenticity, veracity and due and authorized execution of any documents, written requests, waivers, consents, receipts, statutory declarations or notices received by it in respect of this Agreement.

13 Indemnity

Licensor agrees to defend and indemnify NCC Group and to hold NCC Group harmless from and against any claims, suits or other proceedings, actions, losses, costs, liabilities or expenses incurred in connection with the defense thereof (including reasonable attorney's fees), in each case which may be imposed on, or incurred by or asserted against NCC Group in any way arising out of or relating to this Agreement, provided that Licensor shall not be liable for that portion of any such indemnification amount resulting from NCC Group's gross negligence or intentional misconduct.

14 Term and Termination

14.1 This Agreement and any Deposit Account Agreement shall continue until terminated in accordance with this Clause 14.

14.2 If Licensor or Licensee, as the case may be, fails to pay an invoice addressed to it for services under this Agreement and/or any Deposit Account Agreement within 30 days of its issue, NCC Group reserves the right to give that party written notice to pay the outstanding invoice within 30 days. If Licensor has not paid its invoice by the expiry of the 30 day notice period, NCC Group will give Licensee(s) a period of 30 days to pay Licensor's invoice. If Licensor or Licensee (as appropriate) has not paid its invoice after being given notice in accordance with this Clause, NCC Group shall have the right to terminate this Agreement, the relevant Deposit Account Agreement or the registration of Licensee (as appropriate) without further notice. Any amounts owed by Licensor but paid by Licensee(s) will be recoverable by Licensee(s) direct from Licensor as a debt and, if requested, NCC Group shall provide appropriate documentation to assist in such recovery.

14.3 Upon termination of this Agreement and/or a Deposit Account Agreement in their entirety under the provisions of Clause 14.2, for 30 days from the date of termination NCC Group will make the Escrow Material available for collection by Licensor or its agents from the premises of NCC Group during office hours. After such 30 day period NCC Group has the authority to destroy the Escrow Material.

14.4 Notwithstanding any other provision of this Clause 14, NCC Group may resign as Escrow Agent hereunder and terminate this Agreement and/or a Deposit Account Agreement(s) by giving sixty (60) days written notice to Licensor and Licensee(s). In the event that this Agreement and/or a Deposit Account Agreement is terminated in its entirety, Licensor and Licensee(s) shall appoint a mutually acceptable new custodian on similar terms and conditions to those contained herein. If a new custodian is not appointed within 14 days of delivery of such notice, Licensor or Licensee(s) shall be entitled to request the American Arbitration Association to appoint a suitable new custodian upon terms and conditions consistent with those in this Agreement. Such appointment shall be final and binding on Licensor and Licensee(s). If NCC Group is notified of the new custodian within the notice period, NCC Group will forthwith deliver the Escrow Material to the new custodian. If NCC Group is not notified of the new custodian within the notice period and this Agreement and/or a Deposit Account Agreement has been terminated in its entirety, NCC Group will return the Escrow Material to Licensor.

14.5 Licensee may terminate any and all Deposit Account Agreements in respect of itself only at any time by giving sixty (60) days prior written notice to NCC Group.

14.6 If the License Agreement with a Licensee has expired or has been lawfully terminated, then Licensee shall give notice to NCC Group within 14 days thereof to terminate its interest under the relevant Deposit Account Agreement(s), failing which, Licensor shall be entitled to give written notice to NCC Group to terminate the relevant Licensee's interests under the relevant Deposit Account Agreement(s). Upon receipt of such a notice from Licensor, NCC Group shall notify Licensee of Licensor's notice to terminate. Unless within 30 days of NCC Group giving such notice to Licensee, NCC Group receives a counter-notice from Licensee disputing the termination of the License Agreement, then Licensee shall be deemed to have consented to such termination and Licensee's rights under the relevant Deposit Account Agreement shall immediately automatically terminate. Any disputes arising under this Clause shall be dealt with in accordance with the dispute resolution procedure in Clause 8. Upon termination of all registered Licensees under a Deposit Account Agreement under this Clause, NCC Group shall return the Escrow Material to Licensor.

14.7 Subject to Clause 14.6, Licensor may only terminate the interests of any Licensee under a Deposit Account Agreement with the written consent of that Licensee.

14.8 Subject to Clause 14.6, Licensor may only terminate this Agreement or a Deposit Account Agreement in its entirety with the written consent of all Licensees.

14.9 A Deposit Account Agreement shall automatically immediately terminate in respect of a Licensee upon release of the Escrow Material to that Licensee in accordance with Clause 7.

14.10 If this Agreement or a Deposit Account Agreement is superseded and replaced by a new agreement in respect of the Escrow Material, this Agreement and/or the relevant Deposit Account Agreement shall,

upon the coming into force of the new agreement in respect of a Licensee, automatically terminate in respect of that Licensee. When this Agreement and/or a Deposit Account Agreement has been terminated in respect of all Licensees who are registered under it, it shall immediately terminate in its entirety. The relevant party or parties shall request NCC Group to either transfer the Escrow Material to the new agreement or ask Licensor under the new agreement to deposit new material. If new material is deposited, upon its receipt, NCC Group shall, unless otherwise instructed, destroy the Escrow Material.

14.11 The termination of this Agreement and/or a Deposit Account Agreement in respect of a Licensee shall be without prejudice to the continuation of this Agreement and/or the Deposit Account Agreement in respect of any other Licensees.

14.12 If any terminations of Licensees' interests under this Agreement and/or a Deposit Account Agreement result in there being no Licensees registered under this Agreement and/or the Deposit Account Agreement, unless otherwise instructed by Licensor, this Agreement and/or the Deposit Account Agreement will continue and the Escrow Material will be retained by NCC Group pending registration of other Licensees.

14.13 The provisions of Clauses 1, 4.2, 6, 9, 10, 11.1, 12, 13, 14.13 to 14.15 (inclusive) and 15 shall continue in full force after termination of this Agreement.

14.14 On and after termination of this Agreement and/or a Deposit Account Agreement, Licensor and/or Licensee(s) (as appropriate) shall remain liable to NCC Group for payment in full of any fees and interest which have become due but which have not been paid as at the date of termination.

14.15 The termination of this Agreement and/or a Deposit Account Agreement, however arising, shall be without prejudice to the rights accrued to the parties prior to termination.

15 General

15.1 Licensor and Licensee(s) shall notify NCC Group and each other, within 30 days of its occurrence, of any of the following:

15.1.1 a change of its name, principal office, contact address or other contact details; and

15.1.2 any material change in its circumstances that may affect the validity or operation of this Agreement or a Deposit Account Agreement.

15.2 This Agreement shall be deemed entered into in California and will be governed by and construed according to the laws of the state of California, excluding that body of law known as conflict of law. The parties agree that any dispute arising under this Agreement will be resolved in the state or federal courts in Santa Clara County, California and the parties hereby expressly consent to the jurisdiction thereof.

15.3 This Agreement, the relevant Deposit Account Agreement together with, in respect of each Licensee, their Registration Agreement represents the whole agreement relating to the escrow arrangements between NCC Group, Licensor and that Licensee for the Software and shall supersede all prior agreements, discussions, arrangements, representations, negotiations and undertakings. In the event of any conflict between these documents, the terms of this Agreement shall prevail.

15.4 Unless the provisions of this Agreement otherwise provide, any notice or other communication required or permitted to be given or made in writing hereunder shall be validly given or made if delivered by hand or courier or if dispatched by certified or registered mail (airmail if overseas) addressed to the address specified for the parties in this Agreement or their Registration Agreement (or such other address as may be notified to the parties from time to time) or if sent by facsimile message to such facsimile number as has been notified to the parties from time to time and shall be deemed to have been received:

(i) if delivered by hand or courier, at the time of delivery;

(ii) if sent by certified or registered mail (airmail if overseas), 3 business days after posting (6 days if sent by airmail);

(iii) if sent by facsimile, at the time of completion of the transmission of the facsimile with facsimile machine confirmation of transmission to the correct facsimile number of all pages of the notice.

15.5 Except where Licensor or Licensee merges, is acquired or has substantially all of its assets acquired and the new entity or acquirer agrees to assume all of their obligations and liabilities under this Agreement and the relevant Deposit Account Agreement, Licensor and Licensee shall not assign, transfer or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of

the other parties.

15.6 NCC Group shall be entitled to transfer or assign this Agreement upon written notice to both Licensor and all Licensees.

15.7 This Agreement shall be binding upon and survive for the benefit of the successors in title and permitted assigns of the parties.

15.8 If any provision of this Agreement is declared too broad in any respect to permit enforcement to its full extent, the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, or unenforceable, it shall, to the extent of such illegality, invalidity or unenforceability, be deemed severable and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect.

15.9 Save as expressly provided in this Agreement, no amendment or variation of this Agreement or a Deposit Account Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the parties to it.

15.10 The parties shall not be liable to each other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of their obligations under this Agreement if the delay or failure was for a reason beyond that party's reasonable control (including, without limitation, fire, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other parties of the nature and extent of the circumstances in question as soon as practicable. If such circumstances continue for more than six months, any of the other parties shall be entitled to terminate this Agreement by giving one month's notice in writing.

15.11 No waiver by any party of any breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent or other breach and, subject to Clause 7.6, no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.

15.12 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

Signed for and on behalf of AssetWorks Inc.

Name: Dave Sodoo ..... | David Sodoo

Position: Senior Vice President ..... (Authorized Signatory)

Date: 03/17/10 .....

Signed for and on behalf of NCC GROUP, INC.

Name: Craig W. Mann | [signature]

Position: VP, GM NA | (Authorized Signatory)

Date: 3/18/10

Agreement Number [ ]

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Schedule 1 (Deposit Form)

ESCROW MATERIALS DEPOSIT FORM	
Escrow Account Number:	[Agreement Number]
Product Name:	[Software Name]
Date:	

DEPOSITOR DETAILS

Company Name:		Technical Contact:	
Address:		Signature:	
		Position:	
Telephone No:		Email Address:	

MATERIAL DETAILS

Media Type (e.g. Disc, Tape etc.)	Number of media items	Name of Software	Version/Release

Hardcopy Documents (please supply details):	
Softcopy Documents (please give location on media, e.g. \docs\build):	
What Hardware was used to create the media deposit?	
What Operating System was used?	
What Backup Command/Software was used?	
What Software Compression has been used?	
What Encryption/Password Protection has been used?	
In what Development Language is the source code written?	
Approximate size of the data on the media in megabytes?	
Provide details of any third party software required to access/compile the material.	
Provide details of any additional build information.	

The following information MUST be provided for NCC Group to accept the deposit of escrow material:

If this is your initial/first deposit, please fill in Section 1.

If this is your second or subsequent deposit (i.e. a replacement/update) please fill in Section 2.

SECTION 1: **Initial Deposit (First Deposit)** – Is this a complete deposit?

☐ YES ☐NO **If NO, please indicate when the rest of the deposit will be sent**

SECTION 2: **Deposit Updates/Replacements** – Is the deposit a complete replacement of any of the previous deposits?

☐ YES ☐ NO

If **YES**, would you like the past deposit(s) to be:

☐ **RETAINED** ☐ **RETURNED** ☐ **DESTROYED** ***For returns and destroys**, please specify which deposit(s) this applies to by reference to the month and year of delivery to NCC Group

(Tick 'ALL' if all previous deposits): ☐ **All** ☐ **SPECIFIC DEPOSIT(S):**

Signature: of Recipient: _____ **Date material received by NCC Group:** _____

Agreement Number [ ]

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Appendix 1

Template Deposit Account Agreement

Deposit Account Agreement dated: March 17, 2010

Deposit Account Agreement No.: 45284

Between:

(1) AssetWorks Inc., whose principal office is at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 (**"Licensor"**); and

(2) NCC Group, Inc. a corporation organized and existing under the laws of Virginia with its principal office at 1731 Technology Drive, Suite 880, San Jose, California 95110, USA (**"NCC Group"**).

Agreement:

In consideration of the mutual obligations and undertakings contained in the Multi-Licensee Deposit Account Software Escrow Agreement number 45226 dated March 17, 2010 (**"Agreement"**) between the Licensor and NCC Group, the parties to this agreement agree as follows:

1. This agreement is a Deposit Account Agreement (as defined in the Agreement).
2. This Deposit Account Agreement is supplemental to and governed by the terms and conditions of the Agreement.
3. This Deposit Account Agreement is confirmation that Licensor is instructing NCC Group to establish a new escrow deposit account under Deposit Account Agreement number 45284.
4. This Deposit Account Agreement relates to the Escrow Material as defined in the Agreement and as described in Schedule 1

Signed for and on behalf of AssetWorks Inc.

Name: Dave Sadoo ..... David Sadoo

Position: Sr. Vice President ..... (Authorized Signatory)

Date: 03/19/10 .....

Signed for and on behalf of NCC GROUP, INC.

Name: Craig Motta .....

Position: VP, GM - NA ..... (Authorized Signatory)

Date: 3/19/10 .....

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Appendix 2

Registration Agreement

NOTE: *A COPY OF THIS REGISTRATION AGREEMENT MUST BE DULY SIGNED BY AN AUTHORIZED SIGNATORY AND RETURNED TO NCC GROUP BEFORE A LICENSEE CAN CLAIM PROTECTION UNDER THE RELEVANT DEPOSIT ACCOUNT.*

Agreement between:

(1) AssetWorks Inc. whose principal office is at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("**Licensor**");

(2) NCC Group, Inc. a corporation organized and existing under the laws of Virginia with its principal office at 1731 Technology Drive, Suite 880, San Jose, California 95110, USA ("**NCC Group**"); and

(3) [Licensee name] whose principal office is at [Licensee address] ("**Licensee**");

Agreement:

1. This registration agreement ("**Registration Agreement**") is supplemental to the terms and conditions of the Multi Licensee Deposit Account Software Escrow Agreement number [Agreement#] dated _____ ("**Escrow Agreement**") and the Deposit Account Agreement(s) (as defined in the Escrow Agreement) number(s) _____ dated _____, both between Licensor and NCC Group.
2. This Registration Agreement, the Escrow Agreement and the relevant Deposit Account Agreement(s) together shall form a binding agreement between Licensor, NCC Group and Licensee in accordance with the terms of the Escrow Agreement.
3. Licensee agrees to defend and indemnify NCC Group and to hold NCC Group harmless from and against any claims, suits or other proceedings, actions, losses, costs, liabilities or expenses incurred in connection with the defense thereof (including reasonable attorney's fees), in each case which may be imposed on, or incurred by or asserted against NCC Group in any way arising out of or relating to this Agreement, provided that Licensee shall not be liable for that portion of any such indemnification amount resulting from NCC Group's gross negligence or intentional misconduct.
4. Licensee hereby agrees to take the benefit of, agrees and undertakes to perform its obligations under and be bound by the terms and conditions of the Escrow Agreement, including payment obligations as agreed among the Parties, as though they were a party to the Escrow Agreement and the Deposit Account Agreement and named therein as a Licensee.
5. This Registration Agreement shall take effect when NCC Group has registered Licensee as a party to the relevant Deposit Account Agreement.
6. The Release Events for the undersigned Licensee are as follows:
   - (i) a receiver, trustee, or similar officer is appointed for the business or property of Licensor; or
   - (ii) Licensor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming immediately in writing to Licensee that it will continue to maintain the Software in accordance with the terms of the License Agreement or any applicable maintenance agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors, or
   - (iii) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Licensor and not stayed, enjoined, or discharged within 60 days; or
   - (iv) Licensor takes any corporate action authorizing any of the foregoing; or
   - (v) any similar or analogous proceedings or event to those in Clauses 6(i) to 6(iii) above occurs in respect of Licensor within any jurisdiction outside the USA; or
   - (vi) Licensor ceases to carry on its business or the part of its business which relates to the Software; or

(vii) Licensor or, where relevant, its agent, parent, subsidiary or associated company is in material breach of its obligations as to maintenance or modification of the Software under the License Agreement or any maintenance agreement entered into in connection with the Software and has failed to remedy such default notified by Licensee to Licensor within a reasonable period.

Signed for and on behalf of Licensee

Name: ..... | .....

Position: ..... | (Authorized Signatory)

Date: ..... |

Signed for and on behalf of AssetWorks Inc.

Name: ..... | .....

Position: ..... | (Authorized Signatory)

Date: ..... |

Signed for and on behalf of NCC GROUP, INC.

Name: ..... | .....

Position: ..... | (Authorized Signatory)

Date: ..... |

Memorandum

MIAMI-DADE COUNTY

Date: December 19, 2011

To: Miriam Singer, CPPO
Assistant Director
Internal Services Department

From: Beth Goldsmith, CPPB
Procurement Contracting Officer 2
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 775: Fleet Management System

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The Evaluation/Selection Committee has completed the evaluation of proposals submitted in response to the referenced Request for Proposals (RFP) following the guidelines published in the solicitation as summarized below.

Committee meeting dates:
August 15, 2011 (Kick-off Meeting)
September 19, 2011 (Preliminary Technical Evaluation)
September 20, 2011 (Preliminary Technical Evaluation)
October 4, 2011 (Preliminary Technical Evaluation and Initial Scoring)
November 3, 2011(Oral Presentations)
November 10, 2011 (Oral Presentations)
November 14, 2011 (Final Technical Evaluation and Final Scoring)

Verification of compliance with contract measures:
The Review Committee recommended a Small Business Enterprise (SBE) selection factor for this solicitation. None of the Proposers who submitted responses are certified SBE firms.

Verification of responsiveness:
Ten proposals were received in response to the RFP. The proposal responses were reviewed for responsiveness by the Chairperson and the County Attorney's Office (CAO). The proposal received from Advoco contained a section that was marked as confidential and therefore could not be reviewed in a public forum. Consistent with CAO guidance, this section was immediately returned to the vendor without evaluation. The balance of the proposal was deemed to be non-responsive by the CAO and was not presented to the Evaluation/Selection Committee for review. The proposal received from Agile Assets Inc. did not contain an executed Form A-1; however, a signed cover letter that unequivocally bound the proposer to the offer was included. Consistent with CAO guidance, the proposal was deemed to be responsive and was therefore presented to the Evaluation/Selection Committee for evaluation. The proposal received from AssetWorks Inc. contained two sections which were marked as confidential and therefore could not be reviewed in a public forum. Consistent with CAO guidance, these sections were immediately returned to the vendor without evaluation. The balance of the proposal was deemed to be responsive and was therefore presented to the Evaluation/Selection Committee for evaluation. The proposal received from Cetaris Inc. did not contain all cost elements of the proposed Fleet Management System as required by the RFP. The proposal was deemed non-responsive by the CAO and was not presented to the Evaluation/Selection Committee for review. The proposal received from IBM stated that this pricing contained within was not a formal proposal or contract. The proposal was deemed non-responsive by the CAO and was not presented to the Evaluation/Selection Committee for evaluation. Copies of the CAO opinions are attached.

Local Certified Service-Disabled Veteran's Business Enterprise Preference:
None of the Proposers who submitted responses are Local Certified Service-Disabled Veteran's Business Enterprises.

Summary of scores:

The Evaluation/Selection Committee was tasked with evaluating, scoring, and ranking the seven proposals submitted in reference to the RFP. After completion of a technical review of the proposals received, the Evaluation/Selection Committee conducted preliminary scoring.

Preliminary scores are as follows:

Proposer	*Technical Score*	*Price Score*	*Total Combined Score*	*Price/Cost Submitted*
	(max. 450)	*(max. 50)*	*(max. 500)*	
1. Faster Asset Solutions	415	42	457	$ 685,829
2. AssetWorks, Inc	399	39.5	438.5	$ 785,364
3. Agile Assets Inc	344	32	376	$ 992,300
4. Electronic Data, Inc	285	17	302	$1,943,088
5. Chevin Fleet Solutions LLC	252.5	29.5	282	$ 673,400
6. Maintstar, Inc.	209.5	16.5	226	$1,120,725
7. TMW Systems, Inc.	198.5	21.5	220	$ 785,920

Based on the initial evaluation, the Evaluation/Selection Committee elected to hold oral presentations to obtain clarification for the submission from the two highest ranked proposers, Faster Asset Solutions and AssetWorks, Inc. Following the oral presentations, an additional technical evaluation was held and final scoring was completed.

Final scores are as follows:

Proposer	*Technical Score*	*Price Score*	*Total Combined Score*	*Price/Cost Submitted*
	(max. 450)	*(max. 50)*	*(max. 500)*	
1. AssetWorks, Inc.	418	43	461	$ 785,364
2. Faster Asset Solutions	369	39	408	$ 685,829

Local Preference:
Local Preference was considered in accordance with the applicable ordinance, but did not affect the outcome as none of the responsive vendors were local businesses within Miami-Dade or Broward County.

Negotiations:
The Evaluation/Selection Committee recommends that the County enter into negotiations with the highest ranked proposer, AssetWorks, Inc. The following individuals will participate in the negotiations:

Beth Goldsmith, Internal Services Department
Ana Gutierrez, Internal Services Department
Olga Diaz, Internal Services Department
Glen Cleghorn, Internal Services Department
Chris Crowley, Information Technology Department

Justification for Recommendation:
AssetWorks, Inc. proposed a turn-key, County-hosted Fleet Management System (System) that will bring the best value to Miami-Dade County. The System proposed by AssetWorks, Inc. is capable of meeting all requirements outlined in the solicitation and will provide an unlimited user application software license, configuration, data transfer, testing, implementation, training and subsequent software maintenance and support services. The browser-based System proposed by AssetWorks, Inc. will

automate and streamline the fleet operations of the Internal Services Department (ISD), including billing, parts inventory, repair order, vehicle acquisition, fuel management and motor pool management processes. The System includes an integration management tool that will allow for integration with multiple existing County systems, including the Financial Accounting Management Information System (FAMIS), CASCOR Warranty Services System, and the EJ Ward Automated Fueling System. The all-inclusive System is capable of addressing the operational needs of ISD via out of the box functionality, without the need for extensive customization or development. Additionally, the System will provide sophisticated reporting and auditing tools that are not currently available in existing manual operations. AssetWorks, Inc. has 30 years of fleet experience and a proven track record with entities of comparable size and complexity to the County.

Copies of the score sheet are attached for each Evaluation/Selection Committee member, as well as a composite score sheet.

Approved

12/15/11

Miriam Singer
Assistant Director

Date

Not Approved

Miriam Singer
Assistant Director

Date

RFP775
FLEET MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS
INITIAL SCORING

Composite

SELECTION CRITERIA / PROPOSERS	Chevin Fleet Solutions LLC	TMW Systems, Inc.	Agile Assets	Faster Asset Solution	AssetWorks	Electronic Data, Inc	Maintstar, Inc.
System Functionality/Services: Proposer's capability to meet the functional and technical specification requirements described in this Solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation including but not limited to: A) Functionality B) Maintenance Services C) Technical Support Services D) Training Services *Max Points: 35*	97	85	150	166	166	144	81
Proposer's approach and methodology to providing the services requested in this Solicitation including usuability, customization, implementation, training, maintenance and support services. *Max Points: 35*	97	71	117	159	155	96	80
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 20*	58.5	42.5	77	90	78	50	48.5
Proposed price will be evaluated based on the solution proposed and overall best value to the County. *Max Points: 10*	29.5	21.5	32	42	39.5	17	16.5
TOTAL POINTS	282	220	376	457	438.5	307	226
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Signature: Beth Goldsmith
Print Name: Beth Goldsmith 10/5/11
DATE

Chairperson: Lida A Carrillo
Reviewed By: Leida A Carrillo 10/5/11
DATE

Ranking	5	7	3	1	2	4	6
Is highest ranked local? Y / N	N						
Is firm within 5% local? Y / N	N						
Is any firm within 5% of the highest ranked? Y / N	Y						

RFP775
FLEET MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS
INITIAL SCORING
ANA GUTIERREZ

SELECTION CRITERIA / PROPOSERS	Chevin Fleet Solutions LLC	TMW Systems, Inc.	Agile Assets	Faster Asset Solution	AssetWorks	Electronic Data, Inc
System Functionality/Services: Proposer's capability to meet the functional and technical specification requirements described in this Solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation including but not limited to: A) Functionality B) Maintenance Services C) Technical Support Services D) Training Services *Max Points: 35*	20	20	30	35	35	35
Proposer's approach and methodology to providing the services requested in this Solicitation including usability, customization, implementation, training, maintenance and support services. *Max Points: 35*	25	15	15	30	30	0
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 20*	10	5	15	20	10	5
Proposed price will be evaluated based on the solution proposed and overall best value to the County. *Max Points: 10*	2	2	5	8	7	1
TOTAL POINTS	57	42	65	93	82	41

Ana G. Gutierrez
SIGNATURE

10/4/11
Date

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RFP775
FLEET MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS
INITIAL SCORING
ALEX ALFONSO

SELECTION CRITERIA / PROPOSERS	Chevin Fleet Solutions LLC	TMW Systems, Inc.	Agile Assets	Faster Asset Solution	AssetWorks	Electronic Data, Inc	Maint
System Functionality/Services: Proposer's capability to meet the functional and technical specification requirements described in this Solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation including but not limited to: A) Functionality B) Maintenance Services C) Technical Support Services D) Training Services *Max Points: 35*	17	17	32	33	31	31	17
Proposer's approach and methodology to providing the services requested in this Solicitation including usuabilty, customization, implementation, training, maintenance and support services. *Max Points: 35*	17	17	27	34	27	30	1
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 20*	9.5	9.5	19	19	19	14	9.
Proposed price will be evaluated based on the solution proposed and overall best value to the County. *Max Points: 10*	4.5	4.5	8	9	8.5	8	4.
TOTAL POINTS	48	48	86	95	85.5	83	4

SIGNATURE

10/4/11
Date

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RFP775
FLEET MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS
INITIAL SCORING

OLGA DIAZ

SELECTION CRITERIA / PROPOSERS	Chevin Fleet Solutions LLC	TMW Systems, Inc.	Agile Assets	Faster Asset Solution	AssetWorks	Electronic Data, Inc	Ma
System Functionality/Services: Proposer's capability to meet the functional and technical specification requirements described in this Solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation including but not limited to: A) Functionality B) Maintenance Services C) Technical Support Services D) Training Services *Max Points: 35*	18	15	27	32	34	20	
Proposer's approach and methodology to providing the services requested in this Solicitation including usuability, customization, implementation, training, maintenance and support services. *Max Points: 35*	17	10	22	30	30	14	
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 20*	8	4	10	19	15	6	
Proposed price will be evaluated based on the solution proposed and overall best value to the County. *Max Points: 10*	7	1	5	7	8	1	
TOTAL POINTS	50	30	64	88	87	41	

Olga Diaz
SIGNATURE

10/4/11
Date

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RFP775
FLEET MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS
INITIAL SCORING
ASSIA ALEXANDROVA

SELECTION CRITERIA / PROPOSERS	Chevin Fleet Solutions LLC	TMW Systems, Inc.	Agile Assets	Faster Asset Solution	AssetWorks	Electronic Data, Inc	Ma
System Functionality/Services: Proposer's capability to meet the functional and technical specification requirements described in this Solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation including but not limited to: A) Functionality B) Maintenance Services C) Technical Support Services D) Training Services *Max Points: 35*	25 (25)	18	31	34	33	29	
Proposer's approach and methodology to providing the services requested in this Solicitation including usuability, customization, implementation, training, maintenance and support services. *Max Points: 35*	18	14	23	34	34	23	
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 20*	15	12	17	17	16	12	
Proposed price will be evaluated based on the solution proposed and overall best value to the County. *Max Points: 10*	6	5	7	$8 (8)	7	3	
TOTAL POINTS	64	49	78	93	90	67	

SIGNATURE

10 | 07 | 2011
Date

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RFP775
FLEET MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS
INITIAL SCORING
LOU BROUGHTON

SELECTION CRITERIA / PROPOSERS	Chevin Fleet Solutions LLC	TMW Systems, Inc.	Agile Assets	Faster Asset Solution	AssetWorks	Electronic Data, Inc	Main
System Functionality/Services: Proposer's capability to meet the functional and technical specification requirements described in this Solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation including but not limited to: A) Functionality B) Maintenance Services C) Technical Support Services D) Training Services *Max Points: 35*	17	15	30	32	33	29	1
Proposer's approach and methodology to providing the services requested in this Solicitation including usuabilty, customization, implementation, training, maintenance and support services. *Max Points: 35*	20	15	30	31	34	29	16
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 20*	16	12	16	15	18	13	13
Proposed price will be evaluated based on the solution proposed and overall best value to the County. *Max Points: 10*	10	9	7	10	~~8~~ 10	4	6
TOTAL POINTS	63	51	83	88	94	75	5

Lou C. Broughton
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10-4-2011
Date

RFP775
FLEET MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS
FINAL SCORING

Composite

SELECTION PROPOSERS CRITERIA		Faster Asset Solution	AssetWorks
System Functionality/Services: Proposer's capability to meet the functional and technical specification requirements described in this Solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation including but not limited to: A) Functionality B) Maintenance Services C) Technical Support Services D) Training Services *Max Points: 35*		139	167
Proposer's approach and methodology to providing the services requested in this Solicitation including usuabilty, customization, implementation, training, maintenance and support services. *Max Points: 35*		143	157
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 20*		87	94
Proposed price will be evaluated based on the solution proposed and overall best value to the County. *Max Points: 10*		39	43
TOTAL POINTS		408	461
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*		N/A	N/A

Signature:
Beth Goldsmith
Chairperson:

11/14/11
DATE

Reviewed By
Lidia Attina Carrillo
/ scw

11/16/11
DATE

Ranking		2	1
Is highest ranked local? Y / N	N		
Is firm within 5% local? Y / N	N		
Is any firm within 5% of the highest ranked? Y / N	Y		

RFP775
FLEET MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS
FINAL SCORING

ASSIA ALEXANDROVA

SELECTION PROPOSERS CRITERIA	Faster Asset Solution	AssetWorks
System Functionality/Services: Proposer's capability to meet the functional and technical specification requirements described in this Solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation including but not limited to: A) Functionality B) Maintenance Services C) Technical Support Services D) Training Services *Max Points: 35*	31	33
Proposer's approach and methodology to providing the services requested in this Solicitation including usuabilty, customization, implementation, training, maintenance and support services. *Max Points: 35*	27	31
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 20*	18	20
Proposed price will be evaluated based on the solution proposed and overall best value to the County. *Max Points: 10*	7	8
TOTAL POINTS	83	92

AAlexandrova

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RFP775
FLEET MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS
FINAL SCORING

LOU BROUGHTON

SELECTION PROPOSERS CRITERIA	Faster Asset Solution	AssetWorks
System Functionality/Services: Proposer's capability to meet the functional and technical specification requirements described in this Solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation including but not limited to: A) Functionality B) Maintenance Services C) Technical Support Services D) Training Services *Max Points: 35*	28	30
Proposer's approach and methodology to providing the services requested in this Solicitation including usuability, customization, implementation, training, maintenance and support services. *Max Points: 35*	31	33
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 20*	17	17
Proposed price will be evaluated based on the solution proposed and overall best value to the County. *Max Points: 10*	8	8
TOTAL POINTS	84	88

Lou C. Broughton

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RFP775
FLEET MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS
FINAL SCORING

ALEX ALFONSO

SELECTION PROPOSERS CRITERIA	Faster Asset Solution	AssetWorks
System Functionality/Services: Proposer's capability to meet the functional and technical specification requirements described in this Solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation including but not limited to: A) Functionality B) Maintenance Services C) Technical Support Services D) Training Services *Max Points: 35*	20	35
Proposer's approach and methodology to providing the services requested in this Solicitation including usuabilty, customization, implementation, training, maintenance and support services. *Max Points: 35*	25	30
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 20*	15	20
Proposed price will be evaluated based on the solution proposed and overall best value to the County. *Max Points: 10*	8	9
TOTAL POINTS	68	94

11/4/11
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RFP775
FLEET MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS
FINAL SCORING

OLGA DIAZ

SELECTION PROPOSERS CRITERIA	Faster Asset Solution	AssetWorks
System Functionality/Services: Proposer's capability to meet the functional and technical specification requirements described in this Solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation including but not limited to: A) Functionality B) Maintenance Services C) Technical Support Services D) Training Services *Max Points: 35*	30	34
Proposer's approach and methodology to providing the services requested in this Solicitation including usuabilty, customization, implementation, training, maintenance and support services. *Max Points: 35*	30	30
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 20*	19	19
Proposed price will be evaluated based on the solution proposed and overall best value to the County. *Max Points: 10*	7	8
TOTAL POINTS	86	91

Olga Diaz

SIGNATURE

RFP775
FLEET MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS
FINAL SCORING

ANA GUTIERREZ

SELECTION PROPOSERS CRITERIA	Faster Asset Solution	AssetWorks
System Functionality/Services: Proposer's capability to meet the functional and technical specification requirements described in this Solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation including but not limited to: A) Functionality B) Maintenance Services C) Technical Support Services D) Training Services *Max Points: 35*	30	35
Proposer's approach and methodology to providing the services requested in this Solicitation including usuability, customization, implementation, training, maintenance and support services. *Max Points: 35*	30	33
Proposer's relevant experience and qualifications including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. *Max Points: 20*	18	18
Proposed price will be evaluated based on the solution proposed and overall best value to the County. *Max Points: 10*	9	10
TOTAL POINTS	87	96

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