<u>CONTRACT</u>
33415

THIS CONTRACT is made and entered, in duplicate, as of March 3, 2014 for reference purposes only, pursuant to Resolution No. RES-14-0018, adopted by the City Council of the City of Long Beach at its meeting on February 4, 2014, by and between ASSETWORKS LLC, a Delaware corporation ("Contractor"), with a place of business at 998 Old Eagle School Road, Suite 1215, Wayne, Pennsylvania 19087 and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the Department of Financial Management, Fleet Services Bureau, has been utilizing the FleetFocus Enterprise Asset Management System (M4) since 2000 for approximately 2100 Fleet managed vehicles in the City for various departments; and

WHEREAS, the Fleet Services Bureau plans to upgrade to the M5 system which will provide for essential enhancements such as user friendly ad hoc reporting capabilities for performance tracking, web based access for user departments to view billing and equipment data, and improved audit tracking software upgrades, installation, design, setup and training services for the City's Fleet Management System;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1.   Contractor shall sell, furnish and deliver to City software upgrades, installation, design, setup and training services for the M4 Fleet Management System as authorized by Resolution No. RES-14-0018 and as described in Exhibit "A" attached to this Contract and incorporated herein by this reference.

2.   City shall pay Contractor in due course of payments, following receipt of an invoice from Contractor and upon acceptance from City, for these software upgrades, installation, design, setup and training services for the M4 Fleet Management System the prices shown in Exhibit "A", a sum not to exceed Two Hundred Fifty-Four Thousand Four Hundred Dollars ($254,400), including tax.

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1   3.   The term of this Contract shall commence at midnight on March 1,

2 2014, and shall terminate on September 1, 2015 unless sooner terminated as provided

3 herein.

4   4.   Neither this Contract nor any of the moneys that may become due

5 Contractor hereunder may be assigned without the prior written consent of City; however,

6 Contractor may assign this Contract to any current or future affiliate in connection with a

7 merger or sale of all or substantially all of Contractor's assets used in performing its

8 obligations under this Contract without prior written consent.

9   5.   Any notices required hereunder or desired to be given by either party

10 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first

11 class postage prepaid, addressed to Contractor at the address stated herein, and to City

12 at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice

13 shall be deemed given on the date personal delivery is made or on the date of deposit in

14 the mail, whichever first occurs.

15   6.   City shall have the benefit of any warranty from the manufacturer on

16 the replacement parts supplied and Contractor warrants that the replacement parts are in

17 good working order and free from defect at the time of delivery.

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IN WITNESS WHEREOF, the parties have signed this document with all the formalities required by law as of the date first stated above.

ASSETWORKS LLC, a Delaware corporation

March 12, 2014   By _John A. Amig III_
                      Name _John H. Amos III_
                      Title _President_

March 12, 2014   By _R. David Sudro_
                      Name _R. David Sudro_
                      Title _Sr. Vice President_

"Contractor"

CITY OF LONG BEACH, a municipal corporation

_4.22_, 2014   By _____ Assistant City Manager
                      City Manager   EXECUTED PURSUANT
                                      TO SECTION 301 OF
                                      THE CITY CHARTER.

"City"

This Contract is approved as to form on ___April 15___, 2014.

CHARLES PARKIN, City Attorney

By_____
              Deputy

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EXHIBIT "A"

AssetW✪RKS

**Software and Services Order Form
(Current Customer)**

Date: February 25, 2014

City of Long Beach

*This Order Schedule is issued pursuant to attached Agreements and the parties agree to be bound by the terms therein. The terms and conditions herein shall apply to the purchase described below if this Order form is signed on or by **March 31, 2014.***

Customer Information:

Contact Name: Ed Callegari
Contact Phone: (562) 570-5442
Contact Email: ed.callegari@longbeach.gov

Summary:

M5 License Upgrade	$	154,250	*Gross*	
Discount	$	(72,000)	*valid through*	*31-Mar-14*
*Maintenance	$	30,850	*to begin at cutover to M5*	
Professional Services	$	118,800		
Travel	$	22,500		
Total	**$**	**254,400**		

Does NOT include tax

**Maintenance would increase upon cutover to M5. M5 upgrade PO should include maintenance renewal*
            Maintenance on renewal: $ 30,850*

M5 Software is invoiced upon execution of agreement.

M5 Implementation Services Payment Schedule:

WBS	Task Name	Start	Finish	When Invoiced	Payment Amt
M5	FleetFocus M5 Implementation				
M5-1	Project Management & Oversight	Mon 3/31/14	Fri 9/19/14	Monthly, prorated	$11,200
M5-2	FleetFocus Installation	Tue 4/1/14	Thu 4/24/14	Apr-14	$4,800
M5-3	System Design	Tue 4/8/14	Wed 4/23/14	Apr-14	$9,600
M5-4	System Setup	Mon 4/28/14	Fri 6/13/14	Jun-14	$9,600
M5-5	FleetFocus M4 Data Conversion	Fri 5/2/14	Fri 9/5/14	Sep-14	$24,000
M5-6	System Configuration	Mon 6/16/14	Fri 8/8/14	Aug-14	$12,800
M5-7	Business Intelligence Tools	Thu 6/26/14	Wed 10/8/14	Oct-14	$16,000
M5-8	Application Readiness	Tue 7/8/14	Fri 8/15/14	Aug-14	$3,200
M5-9	User Training	Fri 5/2/14	Fri 9/5/14	Sep-14	$12,800
M5-10	Production Deployment	Fri 6/20/14	Wed 9/10/14	Sep-14	$8,000
M5-11	Interface & Enhancement Development	Thu 4/24/14	Mon 8/11/14	Sep-14	$4,000
M5-12	Travel - 45 Days On-Site @ $400/day	Mon 3/31/14	Fri 9/19/14	Monthly, when incurred	$18,000
M5	M5 License	Tue 4/1/14	Thu 4/24/14	Apr-14	

Software Detail:

Item	Qty	Basis	Extension
FLEETFOCUS™ SOFTWARE	Unlimited Users, Web Browser Based System		
FleetFocus ™ M5			
FleetFocus™ M5 Standard Unit Licenses	2,000	Maximum Active Units	$ 80,000
	6,000	Active Components	
Optional M5 Enterprise Modules		Module Cost	
Ad hoc Query	1	$ 4,000	$ 4,000
Replacement Analysis Module	1	$ 4,000	Included
Motor Pool Module	1	$ 8,000	Included
M5 Motor Pool Reservations Module	1	$ 4,000	$ 4,000
KPI/ Dashboard Module	1	$ 4,000	$ 4,000
Shop Portal	1	$ 4,000	$ 4,000
Performance Measures and Monitors	1	$ 12,000	$ 12,000
Customer Access Module (Customer Portal)	1	$ 4,000	$ 4,000
Telematics Module	1	$ 8,000	$ 8,000
Screen Designer	1	$ 4,000	$ 4,000
Accident Management Module	1	$ 4,000	Included
Notifications Module	1	$ 4,000	Included
Zonar Telematics Adaptor	1	$ 8,000	$ 8,000
EquipmentFocus (Stationary / Tool Equipment)	1	$ 8,000	$ 8,000
MaxQ Integration Module	1	$ 4,000	$ 4,000
Total, FleetFocus™ M5 Enterprise License	2,000	**Maximum Units**	$ 144,000
FleetFocus ™ Info Center Reporting			
FleetFocus™ InfoCenter (Crystal Reports 2008 Server)	2	5 CAL Pack	$ 9,800
Crystal Reports Developer 2008	1	Named User Licenses	$ 450
Subtotal, InfoCenter Reporting Licenses			$ 10,250
Discount for PO before 3/31/14		50%	$ (72,000)
Total FleetFocus™ Software Licenses	2,000	**Maximum Units**	$ 82,250

Services Detail:

Item	Qty	Basis		Extension
PROFESSIONAL SERVICES				
Project Management & Oversight	56	Hours	$ 205	$ 11,480
FleetFocus Installation	24	Hours	$ 205	$ 4,920
System Design	48	Hours	$ 205	$ 9,840
System Setup	48	Hours	$ 205	$ 9,840
FleetFocus M4 Data Conversion(S)	120	Fixed Fee	$ 205	$ 24,600
System Configuration	64	Hours	$ 205	$ 13,120
Business Intelligence Tools	80	Hours	$ 205	$ 16,400
Application Readiness	16	Hours	$ 205	$ 3,280
User Training	64	Hours	$ 205	$ 13,120
Production Deployment	40	Hours	$ 205	$ 8,200
Interface Development	0	Hours	$ 205	$ 4,000
Travel - 45 Days On-Site @ $500/day	45	Days	$ 500	$ 22,500
Services Subtotal	560			$ 141,300

Detailed information on Professional Services can be found in the AssetWorks' Statement of Work attached

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

Purchase Order Number: _____   **Amount: $254,400.00**

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

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

Accepted by Customer:

Assistant City Manager

Signature

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Patrick H. West

Name

City Manager

Title

4·22·14

Date

Accepted by AssetWorks LLC
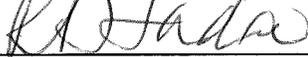
Signature

R. David Sadoo

Name

Sr Vice President

Title

3/12/14

Date

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

Tel: 720.633.3043
Fax: 720.247.9001
joseph.keefe@assetworks.com

via mail:
AssetWorks LLC
998 Old Eagle School Rd. - Suite 1215
Wayne, PA 19087
Attn.:   John H. Hines III
Division President

STATEMENT OF WORK

City of Long Beach Fleet Services Bureau

FleetFocus™

FleetFocus™ Fleet Management Applications

February 25, 2014

City of Long Beach Fleet Services Bureau

AssetW**O**RKS

Table of Contents

Introduction

AssetWorks is pleased to assist City of Long Beach Fleet Services Bureau (FSB) with the implementation of the FleetFocus™ fleet management applications. AssetWorks recommends FSB leverage AssetWorks' expertise and consulting resources to ensure a timely and cost effective implementation.

All professional project management and training services described in this Statement of Work are provided on a **fixed cost** basis by AssetWorks to FSB. Task budgets are developed based on AssetWorks' current knowledge of FSB's expressed requirements and experience with similar AssetWorks implementations. AssetWorks Professional Services resources are scheduled on a first come-first served basis. Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and FSB will discuss these changes in good faith at their earliest opportunity.

AssetWorks will commence the project upon receiving a signed Professional Services Agreement, a registered contract or purchase order, and official notice to proceed with the project. This Statement of Work will be referenced in the overall FleetFocus Implementation contract and follow the document precedence agreed to in the master contract.

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. The services provided under this Statement of Work include project management, system analysis, testing, training, and general consulting and implementation assistance.

The following summary generally describes the services that the AssetWorks Professional Services team will deliver to insure a successful implementation of the FleetFocus application.

Project Implementation and Training:
Project Management and Administration – AssetWorks will assign a Project Manager to assist FSB 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.

System Design – AssetWorks will review FSB'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 FSB before proceeding with the application design, setup and training. AssetWorks will also identify requirements for any interfaces and enhancements required to close functional gaps identified during the business process review.

System Setup and Configuration – AssetWorks will consult with FSB 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. FSB will have principal responsibility for loading the data and setting system flags and attributes, with direction from AssetWorks. AssetWorks will provide FSB with templates for loading unit records into the system. AssetWorks will assist FSB with the design of the user roles and work-flows during a work-flow planning workshop. FSB 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 FSB with our standard documentation and training aides. FSB will be responsible for customizing standard AssetWorks documentation to be used as training guides for FSB users. AssetWorks will review completed documentation to insure the edited documents correctly support the application.

Application Readiness – AssetWorks will assist FSB 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 FSB fleet personnel as requested in the RFP. All training will be conducted by AssetWorks Implementation Specialists.

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:

FleetFocus Installation –AssetWorks will install the FleetFocus™ application in FSB production and test environments or in an AssetWorks managed data center. 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. FSB will have responsibility for populating the templates and submitting the templates for loading.

Interfaces - AssetWorks will develop the FleetFocus side of all interfaces between FleetFocus™ and FSB internal and external systems. AssetWorks will provide a design specification and fixed cost estimate for each interface that must be accepted by FSB. FSB will have responsibility for developing its side of all internal FSB application interfaces. Completed interfaces will be delivered in a schedule maintenance release or upgrade.

Modifications and Enhancements – AssetWorks will provide custom development services as needed to develop customer requested modifications and new functionality. For each development item, AssetWorks will prepare a detailed design specification and fixed cost estimate that must be approved by FSB before proceeding. Completed enhancements will be delivered in a schedule maintenance release or upgrade.

Business Intelligence Support - AssetWorks will provide support to FSB with implementing the various business intelligence modules available in FleetFocus: standard reports, customizing reports, dashboards, performance measures and metrics (PMM) and ad-hoc reporting. AssetWorks will aid FSB with determining its business intelligence requirements and recommend the appropriate tool for addressing reporting needs. AssetWorks will provide additional training with implementing those BI modules that FSB has licensed.

WBS M5   FleetFocus Implementation Work Plan

The following 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 FSB during the implementation with FSB Project Team responsible for conducting most of the task work.

WBS M5-1.0   Project Management

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

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

AssetWorks will also assign a Project Director to supervise the Project Manager, provide additional subject matter expertise, monitor the project resources and budget, and ensure quality delivery of services. While the Project Manager is the primary contact, the Project Director is FSB's first escalation point for any issues arising during the project, while the Program Manager will provide executive level communication and support.

Throughout the project, 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 FSB staff availability;
- Follow-up on action items and issues;
- Work with FSB to manage risks throughout the project
- Serve as the main point of contact for FSB project manager;
- Provide regularly scheduled updates to the work plan and project budget.

Deliverables for Project Management Services
- Relevant Project Status Meetings and Reports
- Management of action items, issues and risks
- Facilitation of status meetings
- Scheduling and execution of all AssetWorks' deliverables
- Preparation and execution of any project change orders
- Project billing and administration

FSB Responsibility
- Coordinate FSB resources in order to maintain the project schedule and minimize delay
- Schedule Project Team meetings; provide meeting facilities, including teleconferencing; and ensure appropriate FSB attendance
- Provide Change Control Procedure
- Schedule Project Steering Committee Meetings; provide meeting facilities, including teleconferencing; and ensure appropriate FSB attendance
- Review the Issue Log
- Review (and facilitate approval, as required) the Project Plan
- Review the Project Status Report
- Provide project-related documentation and identify project resource constraints
- Answer AssetWorks' questions related to FSB's project materials

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

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

AssetWorks will initiate the Project Start-Up conference call with FSB's designated Project Manager to discuss how to precede with the implementation. Key points for this initial call include:

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

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

Deliverable for Project Startup
- Project Start-Up Conference Call
- Project Manager introductions
- Scheduling of the Project Kick-Off Meeting and target Installation date

FSB Responsibility

- Coordinate Project Start-Up Conference Call
- Assign Project Manager

Project Kick-Off Meeting

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

This meeting is typically held over one to two days and includes discussion and review of the following topics:

- Project plan tasks and timeline,
- System Implementation Steps (Jump Start Implementation document)
- Assignment of customer responsible tasks,
- Assigning the Implementation Questionnaire,
- Contract deliverables,
- Change management procedures,
- The data loading process, and
- Orientation on the FleetFocus™ system.

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

FSB will assist in facilitating this session. FSB will provide a suitable meeting facility, with a projector and will be responsible for inviting attendees. AssetWorks will FSB with soft copies of the orientation materials, which will include presentation materials outlining the project objectives and product information. FSB will be responsible for producing and distributing any hard copies of orientation materials.

Deliverable for Project Kick-Off

- Facilitate Project Kick-Off and Orientation Meeting.
- Implementation Questionnaire delivery
- Soft copy of Kick-Off meeting and orientation materials.
- Updated Project Plan.

FSB Responsibility

- Identify Core Project Team, their responsibilities and ensure their participation through-out the project life-cycle
- Coordinate with the AssetWorks to schedule the kick-off meeting
- Provide meeting facilities
- Ensure appropriate management and project team members attend.

WBS M5-2.0   Installation Services

Data Center Hardware Acquisition and Installation
FSB controls its infrastructure and technology. AssetWorks will provide a System Requirements document detailing the recommended hardware requirements, database sizing guide and configurations to successfully deploy the FleetFocus™ application.

AssetWorks is not responsible for the purchase and installation of hardware, operating system or database management system software. AssetWorks will not be responsible for any construction or communications infrastructure. AssetWorks will not install any servers or other hardware.

FSB will be responsible for purchasing all hardware and installing the hardware in its data center. FSB is responsible for establishing network connectivity, installation of all firewall and network security software. FSB will be responsible for testing that the hardware is correctly installed and successfully configured on the network. AssetWorks assumes that FSB 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 FSB wide area network).

FSB will provide the required relational database management system (RDBMS), application and test web servers (the web server must use Microsoft IIS), reporting/batch server and other operating software (including licenses, media, and documentation) for this installation task. All operating systems, related server management/virtual machine software, and RDBMS must be installed and all servers operational before installation can be scheduled.

The RDBMS – Oracle 10g/11 or SQL Server – not directly purchased from AssetWorks must be pre-installed by FSB prior to the installation of FleetFocus. FSB will install and configure the database instances: production and test. AssetWorks will install and configure the FleetFocus M5 schema in each instance during installation. The FleetFocus™ instance can be installed along existing database instances if FSB has the appropriate licenses permitting use of the database application with FleetFocus™. AssetWorks will work with FSB to correctly size the FleetFocus™ database and ensure FSB network environment is ready for the new system.

In addition to the server environment, AssetWorks also recommends FSB procure the following:
* Client workstations, laptops or tablets that support Internet Explorer.
* AssetWorks recommends 17" monitors for PC based workstations. Touch screen monitors are optional.
* Bar code scanners as needed to support labor capture and inventory operations.
* An appropriate number of printers.
* A standby power supply and conditioner to protect the server environment from power problems.
* Modems and remote management software linked to the application and database server to support remote diagnostic communications with AssetWorks support team.
* Provision for disaster recovery.

Prior to scheduling the FleetFocus™ installation, the AssetWorks Project Manager will review with FSB's Project Manager that the required hardware is available and configured on FSB's network. The AssetWorks Installation Engineer will contact the appropriate FSB 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.

FleetFocus Software Installation

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

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 FSB-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.

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 installation test plan to insure the system is correctly installed and functionality. This test will serve as certification that the application is installed and ready for use by FSB.

An installation software CD, a copy of any third-party software provided by AssetWorks, and a copy of the completed Installation Guide will be provided to FSB during the installation process.

During the installation, the Technical Support Engineer will provide on-going training with FSB technical staff and FleetFocus System Administrator to review the installation, and basic application maintenance and upgrade procedures. At the conclusion of the installation the Technical Support Engineer will review the installation process with FSB engineers and administrators.

The entire installation session is typically two to four days in duration depending on the complexity of FSB's network and security policies and network/application management procedures. FSB's technical resources from its network administration, security/firewall, database administration, and web-services areas should be available, or on-call, as needed during the installation period.

Deliverable for Software Installation Services

- System Requirements and Sizing Guide
- Installation of FleetFocus software and database schemas in a test and production environment
- Installation of Business Objects Enterprise or Crystal Reports Server software or adapter;
- Certification of the application installation by AssetWorks.

FSB's Responsibility

- Specify and order all hardware required to support FleetFocus and its components
- Install and configure servers, including operating system and network connectivity
- Create the FleetFocus database instances for test and production
- Provide workstations to users that can access the FleetFocus™ URL, Test the published URLs for accessibility
- Maintain FSB communication, network and security infrastructure

WBS M5-3.0   System Design

Following the Project Kick-off, AssetWorks will initiate a high-level cooperative review of FSB's current business processes and procedures and its strategic goals to develop a set of requirements for a successful system design. The goal of this phase is to develop an understanding of the Client'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.

Business Process Assessment

Following the Project Kick-off, AssetWorks will initiate a high-level cooperative review of FSB's current and 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 FSB'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 BPA will identify practices and procedures that can be changed to provide a more efficient vehicle maintenance operation and a smoother implementation and operation of FleetFocus. AssetWorks will perform the following tasks as part of the BPA:

Implementation Questionnaire and Process Review

The Implementation Questionnaire introduced during the Kick-Off Meeting will be the starting point for the Business Process Review. FSB's core team is responsible for completing the Implementation Questionnaire before any training sessions can be scheduled. FSB's responsibilities for this task also includes the assimilation of all relevant fleet, operations, and maintenance operating procedures and documents supporting the proposed data and work-flows.   Once the Questionnaire is completed, AssetWorks will review it and incorporate this will the materials we have gathered as part of the business process assessment.

While FSB is completing the questionnaire, AssetWorks will also begin to familiarize ourselves with the overall operation, conduct field site visits to meet users and observe operations, and begin to assemble documents, procedures and other materials supporting current operations and business processes.

Current State Workshop Sessions

Once the Questionnaire has been completed and all relevant documentation assembled, AssetWorks will meet with the Core Team to commence the Current State Workshops. The BPA Workshops are a series of meetings and interviews with core team members and other subject matter experts (SME) to review the Implementation Questionnaire; document current work-flows; identify barriers to process efficiencies; identify potential integration opportunities;; and discuss strategic objectives for future operations.

The interviews and sessions will provide AssetWorks with the following:

* Awareness of how FSB works and processes fleet information
* Ability to define information processes, functions, and functional areas
* Assessment of the likely adoption of future state (To Be) processes and recommendations

AssetWorks will conduct interview sessions for the following FSB functional areas.

* **Maintenance Management** – Topics include: opening work orders, work assignment, labor hour tracking, indirect time, reviewing work orders, requesting parts, and other shop activity functions such as PM scheduling, PM programs, and the development of PM checklist items.
* **Purchasing and Inventory Management** - Topics include: inventory management, replenishment, emergency

purchases, charging materials, creating purchase requests, handling parts warranties, dealing with serialized parts, and other inventory management functions.

- **Asset Management** - Topics include: how assets are acquired, entered into the application, assigned, and eventually disposed. Also discussed will be fleet specification and categorization, warranties tracking, capital costs and depreciation, replacement planning, meter management and other asset management tasks.
- **Fuel Management** - Topics include: internal fueling, commercial fueling, and fuel card management.
- **Financial Management** - Topics include: cost assignment, account management, rate development, markups, customer service agreements, and billing methods. Also discussed will be lease and motor pool assignments and rates.

The following image is representative of the proven tools AssetWorks will bring to the project.

AssetW🟠RKS   Functional Configuration Questionnaire
Maintenance Planning and Scheduling

Distribution

To:		Project Manager	@(Customer) com
Cc:	[Customer] Core Implementation Team		

Maintenance Planning & Scheduling

Required Participants:	
Optional Participants:	
Date/Time/Location of Meeting:	
AssetWorks:	

Goal

Goal:	1. Understand how [Customer] plans and schedules all maintenance activities in their garage.
	2. Understand how [Customer] manages timekeeping and labor capture.
	3. Collect documentation (i.e. reports, forms, screen shots, etc.).
	4. Create a graphical representation of current workflow.
Attachment(s):	

Discussion Points

Discussion Points:	1. How does [Customer] currently plan and schedule maintenance activities?
	2. How is work prioritized?
	3. What systems and/or reports do you use to support scheduling?
	4. How is refueling accomplished?
	5. How does [Customer] capture labor currently?
	6. Is labor at the garage level used to compute payroll? How?
	7. Are there any pay differentials? How do they work?
	8. Are there any new initiatives [Customer] is planning to implement with regard to timekeeping, or labor capture, or pay differential?
Attachment(s):	

Understanding the "As-Is"

Question:	Answer:	Answer provided by:	Action item for:
1. When a mechanic/technician comes into work, how do they know what to do?			

Maintenance Planning & Scheduling.doc   AssetWorks Confidential   Page 1 of 4

Future State Workshop

After completing the Current State sessions, AssetWorks will compile the results of the interview and document the recommended future state TO BE processes and work-flows. AssetWorks will present these recommendations to FSB in a workshop format to review the proposed processes and work-flows and gather final feedback from FSB. AssetWorks will demonstrate at a high-level the recommended work-flow and functionality that will support the planned future state, as well as discuss any gaps that may exist between the current and future state requirements. The purpose of this workshop is not to finalize work-flows or processes, but to insure that both AssetWorks and FSB have an understanding of what functionality will be implemented and generally how that functionality will support future operations. The results of this workshop will be used to guide training, configuration and future work-flow planning.

Future State Concept Report
AssetWorks will document our findings and outline the concept for the planned future state in a report. This document will describe at a high-level the future to-be processes and FleetFocus functionality that will be deployed to support those processes.

Deliverable for Business Process Assessment
* Implementation Questionnaire
* Current State Workshop
* Future State Workshop
* Future State Concept Report

FSB's Responsibility for Business Process Assessment
* Completion of Implementation Questionnaire in agreed upon time.
* Provide facilities for workshops.
* Arrange to have the correct subject matter experts in attendance for the various workshops.
* Review and approve the Future State Concept Report within 5 days of receipt.

Define Interface and Enhancement Requirements

An expected outcome of the Business Process Assessment will be an understanding of gaps in FSB's current process and the functionality and capabilities of FleetFocus™. During the workshop AssetWorks will review with FSB any functionality gaps and work with FSB to devise solutions for closing each gap. Possible solutions may include (i) devising a workaround using existing functionality, (ii) altering FSB processes to conform to the requirements of FleetFocus™, or (iii) developing specifications to enhance FleetFocus™ functionality to support FSB's processes or to create integrations to other FSB applications.

AssetWorks will work with FSB to gather and assemble both the functional and technical requirements for each interface and enhancement that is to be developed.

All development requires an accepted specification and cost proposal before AssetWorks will commence work.

AssetWorks Project Manager will meet with the appropriate FSB operation and subject-matter resources to draft an outline of the functional requirements for each item. Additionally, AssetWorks will meet with FSB technical resources to discuss any application environment requirements and to identify the technical requirements for any data exchange with external systems.

These requirements will be used to draft a development specification that will describe how the interface or enhancement will process information, the user interface for collecting and reviewing data, changes to the data model, and the integration method that will be used to link with any necessary external systems. An accompanying cost proposal will also be developed and presented with the specification.

FSB will be responsible for reviewing the specification and cost proposal. FSB will provide feedback on the specification, including any changes to the requirements that may necessitate a change in the design and cost proposal. AssetWorks will commence the development once FSB has approved the specification and accepted the cost quote.

AssetWorks assumes FSB will involve the appropriate staff to reach consensus and decisions on all interface and enhancement specifications during the discussion and according to the proposed timeline.

Deliverables Interface and Enhancement Requirements

- Specifications and cost quote for interfaces
- Specifications and cost quote for enhancements

FSB Responsibilities for Interface and Enhancement Requirements

- Internal Application Developers and SME attendance and participation at design sessions
- Documentation of interface requirements
- Technical documentation related to any internal system integration or APIs
- Review and approve/deny specification and cost quotes within 10 business days of receipt

WBS M5-4.0   System Setup Services

Key-User Workshop

As outlined in the Project Start-up Call task, AssetWorks recommends FSB appoint small team of Key-Users to participate in this project and provide subject matter expertise. FSB should involve representatives from every department within the fleet organization, and each department should participate and provide input on these critical implementation decisions.

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

The Key-User workshop is very much a dialogue and exchange of information where FSB's project team will plan the overall integration of FleetFocus™ into FSB operation under the guidance of AssetWorks' application experts. Decisions made during this phase of the project will have a *direct effect* on the work flow in the roll-out of FleetFocus.

AssetWorks will lead this group in a series of Key-User Workshops over several days. The results of the earlier Business Process Assessment Workshops will be used to guide the discussions. 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 goal for these meetings is to define and source at least 90% of the standard coding schemes and business practices required for system roll-out. Additionally, AssetWorks will conduct a detailed review of the System Module Flags and will guide FSB through decision-making process to insure that flags are set to support planned work-flows and processes. Some codes and flags will be set in the production database during the workshop. FSB resources will have the responsibility in the subsequent configuration tasks for developing and populating the codes defined, but not setup during the workshop.

Prerequisite: This session requires the installation of FleetFocus™, the configuration of the production database, completion of the Business Process Review. 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. FSB 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 FSB 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.

The information to be loaded during the System Configuration includes:

City of Long Beach Fleet Services Bureau   AssetWORKS

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 FSB 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.

AssetWorks will provide direction to FSB during the setup; with FSB 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.

FSB's deliverable for this task is complete documentation of FSB'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 FSB to prepare this documentation. FSB 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.

System Security/Reference Review

After setup is completed, AssetWorks and FSB 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

- Key-User Workshop
- Standard FleetFocus™ System Setup and Configuration Documentation
- System Security/Reference Review

FSB Responsibilities for System Setup

- Attendance and participation of Key-Users in the Key-User Workshops
- Entry, setup and/or configuration of System Flags, References and Codes
- Design and setup of User Security Roles
- Participation in the Security/Reference Review

WBS M5-5.0   FleetFocus™ M4 Legacy Data Conversion Services

AssetWorks will convert all useable data from the M4 database to the FleetFocus™ database. This phase will be on-going during the implementation, overlapping with the configuration, development and testing phases of the project.

The base M4 to FleetFocus™ Database conversion is a fixed cost per converted instance. **This statement of work assumes AssetWorks will convert two M4 database instances: Fleet and Helicopter. Each database will be converted to its own instance, separate from the other instance. Users will have two URL's, with each URL pointing to one of the separate instances. The processes described below will be executed on each of the two legacy instances.**

AssetWorks has a standard data conversion process in place for AssetWorks clients to move from M4 to FleetFocus™. This process will convert the entire FleetFocus™ M4 data including all existing work order details; individual part, labor, and fuel transactions; as well as master records and history. Because of the database level referential integrity, during the M4 data conversion process clients will have an opportunity to clean-up the current database by removing orphaned and incorrect records.

Although AssetWorks has a standard conversion process when upgrading from M4, it is quite common during an M4-M5 upgrade for customers to customize the conversion. Customers may use the conversion as an opportunity to convert existing codes to a new format or scheme; to implement new codes or records not configured in the M4 system; to separate the existing database into multiple companies or merge separate databases instances into a single database of one or more companies.

Where customizations to the standard conversion process are requested, AssetWorks will prepare a data customization plane and cost quote that must be accepted by FSB before being incorporated into the base M4 data conversion plan.

The conversion process must be repeated for every FleetFocus™ M4 production client database. For customers with separate M4 instances, AssetWorks can consolidate all of these instances into on instance setup with distinct companies. This multi-company structure does require the Oracle Enterprise version database. Customers electing to implement SQL Server can implement multiple companies as separate database instances, but multi-company reporting is not supported.

During the System Design Phase, the Project Manager will review with the FSB Project Team its goals for the data conversion and present alternatives to our standard conversion process to meet those requirements. Any customization will be included in the data conversion plan with a proposed cost that must be accepted before the conversion can occur or the standard conversion will be conducted.

M4-FleetFocus™ Pre-Production Conversion

Once the FSB project team has approved the Data Conversion Plan with the FSB specific changes, AssetWorks will execute a conversion process that will require a database export from FleetFocus™ M4. The FSB will send the exported data to AssetWorks. AssetWorks will then run the M4 to FleetFocus™ conversion routine to populate the test database. The populated test data will be created without any referential integrity constraints and used to develop the production database.

The initial Pre-production data conversion process can take an estimated 2-4 weeks of work to complete depending on the size and number of the current FleetFocus™ M4 database.

A by-product of the conversion process is FleetFocus™ reports records rejected for integrity constraint violations. FleetFocus™ has built-in referential integrity that requires all foreign table references be active on a reference table. If a required code is missing, is not found on a reference table, or was entered incorrectly, our conversion process rejects these records. AssetWorks will provide to the FSB the rejected records, the reason for the rejection, and discuss with them how to deal with these records for the final conversion. The FSB will be responsible to correct any data integrity issues identified.

A copy of the initial production database will be made for training purposes so that the FSB will have the advantage of using its specific data for important training activities.

During the conversion period users may need to maintain in M5 and the M4 system any changes to a reference record or any changes to a reference's attributes (i.e. adding/deleting a unit, changing a unit's parking location, or changing a parts primary bin.). The process also includes adding new records to M5. By carefully managing such changes during the conversion period the need to make simultaneous changes can be reduced.

AssetWorks is assuming only one execution of the pre-production conversion process. Additional iterations or executions of the pre-production conversion will require a change order.

M4-FleetFocus™ Production Data Conversion

A final production conversion will be completed just prior to the production roll-out dates. The same process deployed for the pre-production conversion will be repeated, except any "reserved" tables populated in M5 will be excluded from the production update.

Reserved tables are those reference and system tables that have been updated during the setup and configuration task and will not be updated during the conversion process. This will include system and security tables; and reference tables that have been modified or restructured during the setup and configuration. Specifically, the security configurations completed during the configuration of the FleetFocus™ system will become input into the production conversion. The inclusion of the preserved information will allow AssetWorks to deliver a completed final data conversion of the M4 data complete with security data and revised configurations.

AssetWorks will attempt to minimize production downtime but depending on the size of the FSB's data, some downtime may be required. This process will require that the FSB turns off the M4 system and completes an export of the current Production M4 database. This export will be passed to AssetWorks for completion of the conversion to FleetFocus™ FleetFocus™. The results of this process will be an export of the final conversion database that the FSB will be responsible for the import into the proper production database instance.

AssetWorks is assuming that production conversion will take place one-time for all locations and records. A phased rollout of locations or multiple executions are not included with the base conversion proposed.

Deliverable for M4 to M5 Data Conversion
- Pre-Production Data Conversion: Fleet and Helicopter
- Referential Integrity Violation Report
- Production Data Conversion: Fleet and Helicopter

FSB Responsibility for Data Loading Services

- Participation in the data mapping design discussions
- Review and acceptance of the Data Element Mapping Document
- Export from the FleetFocus M4 database and delivery to AssetWorks
- Importation of the converted databases into the M5 instances
- Timely review and validation of loaded data
- Documentation of data errors

WBS M5-6.0   System Configuration

Application Workshop

AssetWorks will conduct Application Workshop sessions for FSB 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 FSB 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 – Billing, 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 FSB's own data promotes an increased comprehension of the material. FSB 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 FSB'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 FSB with outlining user roles that integrate those requirements into FleetFocus. The Work-Flow Skills Matrix will be used by FSB to develop custom user menus and to configure user security roles during the system setup and configuration phase.

After the Work-Flow Design Workshop, FSB 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, FSB'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 FSB'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	FSB 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
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 FSB's role as the fleet services provider to its fleet users, AssetWorks is recommending a task dedicated to the configuration of the Billing module and the billing interface.

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

Any custom requirements to support FSB specific billing methodologies or to generate FSB 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
- Application Configuration and User Guides
- Billing Configuration Workshop

FSB's Responsibility

- Provide facilities to conduct workshops.
- Participation in and feedback during Application and Work-Flow Workshops.
- Document and distribute designed work-flows.
- Develop standard operating procedures incorporating FleetFocus work-flows.
- Review AssetWorks' Setup and Configuration Documents.
- Make setup and configuration changes to base install of FleetFocus™ system.
- Provide all data for the configuration of the system.
- Setup and configure Menus, User Roles and Application Users
- Configure the application to support designed work-flows.
- Configure Billing Module.

WBS M5-7.0   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.

The following reporting tools are delivered with each FleetFocus implementation:

- **Standard Reports** – FleetFocus has over 200 AssetWorks developed Crystal Reports that come standard with the FleetFocus application. These reports cover multiple functional areas and are designed to allow the user to filter and group the report to meet a variety of different reporting needs from a single report.
- **List-of-Values Exports** – Any standard List of Values lookup screen has the ability to have the data selected in the list of values exported to the MS Office clipboard and copied into Word, Excel or other clipboard supported application. This is a useful reporting tool for generating inventory related information, lists of primary references and code data.
- **On-line Query and I-frame Exports** – FleetFocus has several dozen standard query screens where a user can enter specific filters and the resulting records will appear on-line in a list/grid format. That list can be exported to the clipboard and copied to Word or Excel for reporting or further analysis outside of FleetFocus.

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

- **Operational Dashboards** – The optional Dashboard function allows users to write SQL select formulas to report on any measurable data as frequently as necessary to support current operations. Dashboards are meant to push key measures directly to the user to alert them to a condition that requires some action on their part to correct or manage. Dashboards are best suited for measures that are discreet and change frequently.
- **Ad-Hoc Reporting** – The optional Ad-Hoc Report Writer allows FleetFocus users to develop custom queries, charts, gauges and basic list reports from within the FleetFocus application. User-friendly topic specific views are used to allow novice users to simply select which fields to display and filter from in constructive simple reports. The reports can be saved, reran and shared with other users to answer a reoccurring need or they can be one-time inquiries to answer a specific question.
- **Performance Measures & Metrics** – This optional tool constructs a simple data warehouse of key performance measures and individual metrics that is summarized each fiscal period to support trend reporting and analysis. Users can select from one of over 60 prebuilt measures and drill down using the PMM Viewer to see how measures compare by location and asset type. The PMM Trend Reporting tool allows for the reporting of past periods to compare how the measure trends over time and to look for correlation between two measures.

During this task, AssetWorks will provide support to FSB with the setup and configuration of each of the reporting tools.

Report Requirements Matrix

AssetWorks will conduct a review of the FSB data information requirements to develop an understanding what information the organization needs to meet its mission. For this task we will be looking at documenting what the critical, must-have information is to support operations, comply with regulations

and policy, supporting financial reporting and analysis, and to meet the management's expectations of what the fleet operation's mission is.

AssetWorks will interview key users of the fleet information to understand what their specific needs are, how those needs are being met today and what their unmet needs are. AssetWorks will also collect examples of regular reports that are supplied to FSB management, operations, its users, and to the organizations management outside of Fleet. Additionally, AssetWorks will ask for any internal or external reporting requirements needed to comply with any regulations or policy.

From this review AssetWorks will prepare a matrix of the key reporting requirements to include:

- The information requirement
- A general description of the requirement
- What specific data must be reported
- How the information is to be used to support decision-making
- How the data is to aggregated and summarized, including any definitions of metric or measures
- What are the selection criteria for the report
- The frequency that it is reported
- Who executes the report
- Who is the consumer of the information

While there are endless bits of information that can be reported and documented, AssetWorks will focus this task on documenting that information that is deemed critical to the operation. Based on the time allotted to this task, the top 20 core reporting requirements will be documented. AssetWorks will provide a basic list of the additional requirements and it will be up to FSB to document those additional requirements, or if needed issue a change order to this Statement of Work to address additional requirements beyond the top 20. The completed matrix will serve as a template and example for additional reporting requirements outside the top 20.

After the specific requirements have been identified and documented, AssetWorks will help FSB with the setup and configuration to support these requirements.

The first step will be to determine which FleetFocus BI tool can best support the requirement. AssetWorks will try to match the appropriate tool to the requirement and identify if a standard report, query, list-of-value, dashboard, or PMM can meet the requirement out-of-the-box. AssetWorks will only evaluate those options that are currently licensed by FSB.

Where an out-of-the-box capability exists, AssetWorks will provide recommendations on how the item is to be configured, scheduled, executed and delivered to the information consumers. A reporting matrix will be developed to identify the method that will be used to deliver the report, the configuration settings/SQL needed to generate the required results, the parameters for the item, its delivery method and execution schedule. For Standard Reports, AssetWorks will configure the reports parameters and save the parameters for future execution. Dashboards will have the SQL statement saved and a sample Dashboard KPI constructed for a default user. Additional user dashboards will be the responsibility of FSB to setup and maintain.

If the requirement cannot be met from an existing tool, AssetWorks will determine if an ad-hoc report can be developed to meet the need, if an existing Crystal Report can be modified and substituted using the Reports Alternate functionality, if a new dashboard SQL can be developed or if a custom Crystal Report is needed. For simple items that can be addressed through a dashboard or Ad-Hoc report, AssetWorks will assist FSB with their construction including providing the necessary SQL Statement or views.

FSB has the option of modifying the reports or developing alternative versions of the reports themselves and using Report Alternates or Options to substitute their version for the FleetFocus standard version. Custom reports that require a new Report Parameter page and customer filters, will require a detailed specification and must be developed by AssetWorks.

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 FSB to instruct them on how to create Dashboard KPI

Groups, develop the SQL for specific dashboards, and build user dashboard pages including configuring gauges and setting up drill-downs.   AssetWorks will consult on modifying current KPI SQL scripts to support specific KPI identified during the requirements phase. AssetWorks will provide instruction on how to construct custom dashboards based on user-developed SQL.

Configuration and consulting services will be limited to the budget of hours established to support the core reporting requirements. This task does not include developing custom KPI SQL scripts to generate non-standard or FSB specific dashboards, or AssetWorks validation of user-defined scripts beyond those identified in the core reporting requirements. These services can be provided on a time and materials, or fixed cost basis.

Additional dashboard configuration services and support may be added with a change order.

Ad-hoc Query Workshop

Following Go-Live, AssetWorks will provide a training workshop to various FSB business analysts and report developers on the writing and distribution of Ad-Hoc Query reports.   This training will include a review of the ad-hoc reporting views that are delivered with the module, the mechanics of construction an ad-hoc report, formatting reports, using charts and gauges, and how to make ad-hoc reports available to other users.   The session will last several days and AssetWorks will provide instruction on developing sample ad hoc reports based on the core reporting requirements.

The development of custom ad-hoc reports beyond those identified during the core requirements and covered in the training session are not included in the proposed task budget and can be provided on a time and materials, or fixed cost basis.

PMM Module Implementation Workshop

In the first fiscal period following Go-Live, AssetWorks will conduct a PMM Implementation Workshop. 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 FSB 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 discuss with FSB how to configure the application to support the calculation of each PMM and identify custom PMM to match FSB 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, or fixed cost basis.

Deliverable for Business Intelligence Support

- Reporting Requirements Matrix.
- Custom Crystal Reports based on the approved specifications.
- Dashboard Module training and consulting, if purchased.
- Ad-hoc Query Workshop, if purchased
- Performance Measure and Metric Implementation Workshop, if purchased.

FSB's Responsibility

- Identify top 20 most widely used current fleet reports and top reporting requirements
- Review and approve the Report Matrix within 5 days of delivery.
- Review and approve custom report specifications and cost proposals within 5 days of delivery
- Attend and participate in training sessions and workshops.
- Create and populate KPI/PMM Groups and Ad-Hoc user security settings
- Design and Develop SQL statements for custom dashboards.
- Configure Dashboard and PMM graphical presentation (gauges).
- Configure PMM Location Hierarchy and Asset Types.
- Develop and deploy Ad-hoc reports.

WBS M5-8.0 *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 FSB 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 our standard System Test Plan that consists of the following primary functional and data validation tests. Additional testing items may be required based on FSB planned deployment of the application and its modules. FSB will modify the standard test plan to include any specific processes not addressed. AssetWorks will review and recommend methods to test the additional requirements

If enhancements or interfaces are required to support any of the planned work-flows, FSB 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 FSB with AssetWorks participating in a review of the results at the end of the task. FSB will be responsible for executing the test plan using sample FSB data. FSB will document for each item the data used during the test and the outcome of the test.

FSB, with AssetWorks support, will conduct the following workshops and functionality tests leading to the application acceptance:

System Admin Testing I
- Create New User, Assign to User Role
- Verify select User Role Location Groups
- Verify select User Role User Privileges
- Verify select User Role Menu and screen security controls
- Verify select User Role Report/KPI Groups
- Verify select User Role Department Access Functions (if used)

Test Asset Management Process

- Create a Tech Spec
- Create new Unit
- Assign Unit to Department/Operator
- Transfer Unit to Using Department
- Attach File to Unit
- Update Unit record
- Update Meter
- Dispose Unit

Test Work Request Process

- Review Standard Job MCC setup
- Execute Forecaster
- Review forecasted Work Requests
- Create an Incident/convert to WR
- Create manual Work Request
- Generate Campaign
- Generate Work Requests notifications
- View Work Request Query

Test Work Order Process

- Open Work Order
- Add Work Requests To WO
- Add New Jobs to WO
- Assign Jobs to Tech/Group
- Post Direct and Indirect Labor Transactions
  - Labor Wedge
  - Labor Time Sheet
- Post Part Transaction
  - Stock
  - Non-Stock
- Post Commercial Transaction
- Edit Labor/Part Transactions
- Test Warranty Alerts
- Enter Notes
- Attach Scanned Files
- Complete/Close Work Orders
- Generate Work Order Reports/Invoice
- View Unit History and Work Order History

Test Inventory Process

- Create Part Numbers
- Update Part Numbers

- Create Cross Reference
- Request Parts for Work Order/Unit
- Create/Approve Requisitions (if used)
- Generate Purchase Order (if used)
- Execute Automatic Reorder (Manual Reorder Only)
- Receive Parts – Manual, From PO (if used)
- Transfer Parts – Request, Transfer, Receive
- Issue Parts to: Work Order, Unit, Department, Account
  - Stock
  - Non-stock, Manual PO
- Adjust Part Quantity/Price
- Execute Physical Inventory for selected part numbers
- Print Bar Codes/Test bar coding
- View Part Journal

Test Fuel Management Process (tests will vary based on FuelFocus or fuel interface implementation)

- Issue Fuel Card to Unit
- Issue Fuel to Unit from Vendor manually
- Test Vendor/Internal Fuel Interface
- Review Fuel Island/Tank Configuration
- Receive Fuel to Tank
- Adjust Fuel Price/Tank Quantity
- Issue Fuel to Unit from Location/Tank/Hose
- Review Tank inventory level
- Review Unit/Product Issue History
- Review Unit Meter Journal

System Administration Testing II

- Execute key 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.
- Execute sample dashboards, verify results
- Test Interfaces, review rejected transactions as per specification and interface documentation

Additional Workshops maybe needed to test optional modules and advanced functionality such as: Motor Pool, Replacement Planning, Accident Management, Customer Portal, Shop Portal, Billing, Unit Availability, Notifications, Core Tracking, and Repeat Repairs. AssetWorks will provide test scripts for each of these modules as required. FSB will be responsible for executing these test scripts in the same manner as those for the standard modules processes.

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 FSB 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 FSB's ability to go-live.

Deliverable for Application Readiness/Testing Services
- AssetWorks Standard System Test Plan
- Readiness Review Workshops
- AssetWorks review of and response to issues documented during the Readiness Review

FSB's Responsibilities
- Approve the Test Plan
- Modify standard test scripts provided by AssetWorks as necessary in time for test execution
- Participate in Readiness Review Workshops
- Perform application testing
- Document test results
- Work with AssetWorks to remediate/resolve testing issues

WBS M5-9.0   FleetFocus User Training Services

Develop Training Plan

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

AssetWorks recommends a "train-the-trainer" approach for end-user training, whereby AssetWorks conducts the first sessions, and FSB trainers (core project members, designated trainers and key-users) conduct the subsequent sessions. This approach ensures that FSB has the expertise necessary for ongoing training and internal support after the implementation is complete.

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.

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

- Role-based training sessions and list of topics that will be included.
- A schedule of training sessions by location.
- Assignment of AssetWorks and FSB resources to each training session.
- Samples of training media for each type of role described below (e.g., handouts, practice exercises, and screenshots with step-by-step instructions).

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.

The duration of the end-user training sessions depends on the complexity of the work-flows and functionality to be implemented. AssetWorks recommends that FSB allot five to ten days to training users before production roll-out occurs at each location.

In addition to the core project team and designated trainers, AssetWorks recommends FSB identify at least one key-user at each location to attend the training. These individuals will be responsible for closely support the cut-over at their location by answering initial end user questions, and most importantly, implementing subsequent changes or alterations to the documented procedures at their location. After the initial training, FSB will provide all subsequent user training required in connection with new members entering the user community and on an ongoing basis.

Update Standard Training Materials

AssetWorks will consult with the FSB project team on preparing appropriate training companion documents based on examples provided by AssetWorks, which will serve as both an aid to the operational training and as an additional resource to consult during live operations. Existing AssetWorks training documents will serve as the basis for these manuals.

Once FSB approves the Training Plan, AssetWorks will provide a master electronic version of our standard training materials to FSB. Any training materials, including: presentation materials, user guides and training aides will be delivered to FSB as electronic media in Microsoft Word or Microsoft PowerPoint format.

AssetWorks will provide the following standard documentation:

- System Installation Guide - AssetWorks will provide documentation detailing the installation and upgrading of FleetFocus™ M5.
- System Administration Guide - AssetWorks has standard documentation instructing system administrators on managing and maintaining the application.
- Configuration Guides – Detail the setup and configuration of the application.
- Application User Manuals – AssetWorks has standard documentation for each application module that serves as standard user guides and are the basis for developing custom user documentation

FSB will be responsible for customizations to AssetWorks standard training manuals. FSB may tailor the training materials to reflect FSB terminology and to incorporate FSB specific work-flows developed during the design and configuration phases.

Customized training materials may cover work order functions; parts and labor posting functions; and other common FleetFocus features and transactions. The topics and work flows included in the roll-out training will be those finalized by FSB team during the system setup and follow-up tasks.

FSB is responsible for preparing and providing hard and electronic copies of training materials to all trainees.

System Administration Training Workshop

Following Application Training and the Work-Flow Design Workshops, AssetWorks will conduct a separate training workshop for the System Administrator(s). This one to two-day session will focus on the following:

- 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

The System Administration training is typically a small group of users or a single user and can often be conducted at a workstation or in a small conference room. Following the training the System Administrator will have responsibility for setting up and configure Roles and Users.

User Training Workshops

AssetWorks will provide on-site training to FSB as described in the Training Plan in a classroom environment suitable for training. FSB will be responsible for providing and preparing the training facility and assigning FSB resources to the agreed upon training sessions.

User Training sessions are typically held as close to the Go-Live date as possible to insure that the users have an immediate opportunity to put their training to practice and retain as much training as possible. Training that incurs weeks before the go-live is often wasted as users typically don't retain the training a few days without practical reinforcement.

A single, enterprise-wide production go-live approach requires that all training be delivered in the week or two prior to go-live, with the majority of shop-floor training taking place in the days prior to go-live. This can be easily

accomplished in operations that have fewer than four or five facilities, where users can be trained centrally or the trainer can easily travel between locations in the same day.

For larger organizations with multiple locations, particularly those with a large regional or national footprint, the training and go-live approach is often phased. In this approach, a primary facility, or a group of nearby facilities, is selected as the initial go-live location and training is provided to those users directly by AssetWorks with assistance from the FSB trainers. Following the training, these locations are brought live on the application with assistance from AssetWorks, and the training crew moves to another set of locations to train those locations. These subsequent training sessions will typically be led by the FSB trainers, unless the Training Plan and project budget includes AssetWorks providing additional user training support.

The End User training can occur in a classroom setting for certain user groups or actually on the shop floor for others. The FleetFocus™ Implementation Roll Out schedule must be defined so that each End User training session can be scheduled. FSB must also have FleetFocus™ executing in the shop environment. FSB should schedule End User training sessions so that every employee work shift is able to attend an appropriate training session. Any bar-coded code materials, code books or code boards should be ready and deployed.

AssetWorks strongly recommends FSB determine the end users who may require basic computer skills training and provide this training prior to the End User sessions.

The topics and work flows included in the training will be those finalized by FSB team during the system setup and follow-up tasks and described in the training plan. FSB 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 Duration	Typical Attendees
Asset Management	Unit and Component Setup Accounting/Billing Purchasing Disposal Licensing Assignment User-defined fields	4 – 8 hours depending on role	Asset Managers Accounting Clerical support
Shop Operations	Opening/closing work orders Work request management PM schedules/forecasting Work order history Shop reporting Labor capture	4 – 8 hours depending on role	Shop Supervisors Foreman Service Writers Clerical Support
Shop-Floor	Updating Work Orders Labor capture Adding/Completing jobs Part Entry Unit repair history	2 – 4 hours depending on role	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	4 – 8 hours depending on role	Parts Supervisors Parts Room Staff

Training Session	Functional Areas/Topics	Typical Duration	Typical Attendees
	Physical Inventory		
Customer / Management	System Navigation Standard report generation and scheduling Look-ups and queries Motor Pool Reservations Meter Entry	2 – 4 hours depending on role	Fleet Customers Senior Management

Fleet User Training Services Deliverables

- Training Plan for trainers and end users.
- Training class schedule.
- Electronic, soft copy of standard training materials for trainers and end users.
- System Administration Training Workshop
- On-site training sessions for FSB trainers and key-users.
- Support End-user training sessions and schedule as identified in the Training Plan.

FSB's Responsibilities

- Review and accept the Training Plan within 5 days of delivery.
- Customize and distribute AssetWorks' standard application training documentation and user guides.
- Assign FSB staff to serve as FleetFocus End-User Trainers
- Provide facilities and computers for training.
- Provide remedial computer familiarity/MS Windows familiarity training if needed.
- Assign and schedule users to attend End-User training sessions based on designated user role.
- Lead end-user training sessions as identified in the Training Plan and ensure that these sessions are effective such that end-user resources are proficient in the system.

WBS M5-10.0   FleetFocus 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 FSB locations and the FleetFocus™ system to be "live"; that isFSB must have FleetFocus™ running in the shop environment.

Prepare for Cutover

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.

Depending on the organizations size and geographic disparity, Go-Live may be schedule to occur in a single, 'Big Bang' approach where FleetFocus is brought up live at all locations simultaneously, or Go-Live may occur in phases by region, district or operation depending on how locations and maintenance operations are organized.

AssetWorks will work with the FSB Project Manager to develop a roll-out schedule based on how the operations are organized and the roll-out approach that will be taken. The roll-out schedule will be directly linked to the training plan, as training will occur just prior to go-live.

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

AssetWorks is proposing a phased roll-out whereby locations will be grouped by a location or operational hierarchy and the application will be brought live in each location group in a serial deployment.   This approach will allow training and deployment resources to concentrate on a particular segment of the fleet as that segment is brought live in the system. Procedures will need to be established to handle assets that can be maintained at multiple locations during the roll-out period. Typically in this approach, AssetWorks leads the first one or two deployments and FSB takes over the responsibility for the later stage deployments.

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.

Production Go-Live
When FSB commences live operations using FleetFocus, AssetWorks will be on-site to "go live" assistance for FSB maintenance operations.   The AssetWorks and FSB team will provide refresher training and help on the shop floors and offices to make sure the transition is as smooth as possible. AssetWorks will also work with the System Administrator and SME to provide first-level technical and application support and to troubleshoot any issues related to data integrity and application setup and configuration.

AssetWorks will document any issues that occur during the go-live, and where issues are related to the planned production deployment, provide follow-up support to the system administrators and implementers. Additional support, new development and items not part of the original production deployment plan will result in change orders for additional service days as required.

Deliverable for Production Deployment Support Services
* Live production environment and operations.

FSB's Responsibility
* Identify operations issues and notify the AssetWorks.
* Identify ad-hoc training needs and notify the AssetWorks.
* Perform the cutover to deploy FleetFocus™ FSB end users.

Post-production Support
The Go-Live Support phase is a critical part of all FleetFocus deployments. The purpose of this phase is to insure that the application environment is stable and functioning as required before and after the transition to FSB It resources and before FSB takes over full support responsibilities for all users.

AssetWorks will provide resources following the go-live rollouts to specifically address open items identified before and during the production roll-outs. We will provide both technical and deployment assistance to address issues related to system configuration, data conversion, application maintenance, and user acceptance identified during the production roll-outs.   A punch-list of open issues will be maintained and addressed during this phase. Additionally, interfaces and enhancements that were not required for the initial production rollout will be worked on and delivered.

The AssetWorks deployment team will be on-site periodically in the months following the go-live rollout for services to be provided prior to final acceptance of professional services and until the conclusion of the contract to consult with FSB on issues and questions that have arisen following the go-live. This is support is necessary to insure that the application is stable and that issues that were discovered during the production roll-outs are addressed before the application is turned over to FSB for full support.

AssetWorks will document any issues, and where issues are related to the Deployment plan, provide follow-up support to the system administrators and implementers. Additional support, new development and items not part of the original Deployment plan will result in change orders for additional service days as required.

Included in the go-live support, is technical support for the installation of any upgrades or patches that occur during the go-live period. AssetWorks will provide resources to assist FSB staff with the execution of the upgrades and patches, excluding any additional setup related to new functionality delivered with the upgrade.

AssetWorks will also develop a transition plan to support FSB with assuming full responsibility for the maintenance and support of the application post-go-live. AssetWorks will support FSB with issues that arise during the early production phases related to system configuration, data conversion and user acceptance.

At the conclusion of this phase, AssetWorks will transition the full maintenance and support of the application to FSB application support team.

Deliverable for Production Deployment Support Services

- Live production environment and operations.

FSB's Responsibility

- Identify operations issues and notify the AssetWorks.
- Identify ad-hoc training needs and notify the AssetWorks.
- Perform the cutover to deploy FleetFocus™ FSB end users.

WBS M5-11.0 Interface, Enhancement and Report Development

Interface, enhancements, and custom reports are delivered on a fixed cost basis as determined by an accompanying AssetWorks prepared development specification and cost quote that has been approved by FSB

Appendix A – Proposed Interfaces include a list of proposed interfaces based on FSB's requirements provided to AssetWorks. The amounts quoted are based on the limited information provided by FSB and the assumptions outlined in the appendices. Any cost estimates provided should be used for budgeting purposes only until such time as a full development specification has been prepared and accepted – see System Design.

No hours for customer report development are included in this Statement of Work. Any custom reports identified during the implement will be addressed through a change order to the Services Contract

Interface and Enhancement Delivery

It's very common to have the FleetFocus application integrated with other business applications, particularly: fuel, financial, purchasing, payroll and human resources applications. AssetWorks has developed over 350 different interfaces for the FleetFocus application. If the requirements call for integration, AssetWorks will follow our standard interface development and delivery approach as outlined below.

Similarly, customers often request enhancement or modifications to support particular work-flows or business requirements that cannot be supported by a change in process or other work around and must be incorporated in the application functionality.

AssetWorks has a standard procedure for developing interfaces, new application functionality, modifications to existing application modules, and custom reports that includes:

- Create a preliminary design specification for each enhancement and/or interface
- FSB project team reviews the preliminary design specification
- AssetWorks reworks the design specification as needed
- FSB project team provides final approval of the design specification
- AssetWorks develops the deliverable in the AssetWorks development environment
- AssetWorks QA team tests new enhancements and reports against the design specification; exercising the functionality, work-flow and business rules as outlined in the specification. Interfaces are also tested in the development environment, utilizing FSB provided data where available.
- AssetWorks releases completed enhancements and reports in a planned version release or a scheduled patch. Interfaces are also delivered in releases and patches, although some interfaces can be delivered as independent executable outside a release or patch.
- AssetWorks provides documentation based on the design specification and release notes.
- FSB installs and test enhancement and interfaces in FSB's test environment with remote assistance from AssetWorks
- For new modules and complex enhancements, AssetWorks provides training on-site or via a webinar
- FSB gives acceptance of each deliverable
- FSB deploys enhancement and/or interface in production environment

FSB's current AssetWorks Project Manager will oversee the development work and deliverables described in this Statement of Work. The Project Manager will have the following responsibilities:

- Assemble all requirements for interfaces and application enhancements. AssetWorks will work with FSB to prepare a list of functional and technical requirements for each development item.
- Based on the functional and technical requirements, draft development specifications for each individual interface and/or enhancement.
- Review with FSB the specifications and obtain FSB's revisions and final acceptance of the specification(s).
- Coordinate with the AssetWorks FleetFocus Development team the delivery of each deliverable and periodically communicate with FSB on the progress of each item.
- Coordinate with FSB any prerelease review and testing of the interfaces and/or enhancements. This may include WebEx-based showcases and/or remote testing on an AssetWorks demo or testing environment.
- Coordinate the delivery of the new interfaces and/or enhancements in a FleetFocus patch or release.
- Schedule any training that must accompany the implementation of new interfaces or enhancements.
- Consult with FSB during their internal testing of the deliverables; communicate with the AssetWorks development team the results of client testing and coordinate any development support needed to insure the delivered items are installed and functioning as described in the specification.
- Document any changes to the requirements and coordinate any updates to the specification(s) and cost quote(s) required to satisfy the new requirements.
- Document FSB's acceptance of each deliverable.

Once development has been completed and tested by AssetWorks in its test environment, AssetWorks will deliver the interfaces and/or enhancements to FSB for testing in its FleetFocus™ test environment.

Interfaces and enhancements will likely be delivered in new release or a patch to a current release. FSB will be responsible for installing the patch or release. After delivery and installation in the FSB test environment, FSB will have an agreed upon amount of time to test and accept or reject each development item.

AssetWorks will provide documentation – typically the final development specification – and instruction in how the interface and enhancement are to be installed and executed. AssetWorks will provide remote assistance to instruct clients on the setup and configuration of any customer-specific interfaces or enhancements once they have been installed.

FSB will be responsible for testing the delivered items against the design specification and providing final approval on each item. Each interface program is tested using FSB database and test cases defined in the design specification. For incoming interfaces, FSB will be responsible for generating an incoming file of test data and submitting the file through the planned input method. Outgoing interfaces will generate test data output and submit that output to the target external application using the approach outlined in the design specification.

Enhancements will be tested in the FSB Test environment using test case data generated by FSB. It will be up to FSB to work through the various scenarios needed to test that the application functionality matches that that is described in the design specification. AssetWorks will provide assistance with helping FSB verifying that the enhancement is correctly processing the data according to the work-flows, business process, and rules outlined in the specification.

Issues or changes required to the interface or enhancement to meet FSB requirements will be documented. AssetWorks will review the documented issues and will correct those issues that do not meet the explicit requirements of the design specification. AssetWorks will coordinate with FSB the delivery of any updated items. Those issues that are outside of the scope defined in the accepted design specification will be reviewed and new quote prepared if required.

Once the delivered items have been accepted by FSB, the interfaces and enhancements can be installed and configured in the production environment.

Unless otherwise agreed to, AssetWorks invoices the entire fixed-fee development such as is included in this Statement of Work, amount upon delivery of the item to FSB. AssetWorks will notify FSB via email

that the development item is ready for delivery and the development item will be placed as a release, patch or executable on the AssetWorks FTP site for download by FSB. At which time, it will be FSB's responsibility to download and install the items in their test environment.

If after 10 days following the delivery of the development item, FSB has not installed the delivered items in its test environment, has not begun testing, has not documented to AssetWorks any issues or changes required, or has not formally rejected in writing the development item, AssetWorks will consider the item delivered and accepted. Any item installed in a production environment will be considered accepted.

Deliverable for Interface and Enhancement Delivery

- AssetWorks' portion of any interface executable/web service and accompanying application enhancements as described in interface development specification.
- Completed and functioning enhancement: new/updated screen, business components, database scripts, and/or report file) as described in the enhancement development specification.

FSB's Responsibility

- Review and modify/accept new/updated interface and enhancement specifications within 10 days of delivery.
- Install and configure new interfaces and enhancements distributed via a patch or new release within 10 days of delivery.
- Test interfaces and enhancements within 10 days of installation or per the project plan.
- Accept interfaces and enhancements upon successful testing completion, or after 10 days of installation, or after production deployment, whichever comes first.

AssetWORKS

City of Long Beach Fleet Services Bureau

Proposed Timeline

The following graph depicts the proposed timeline for this project. Please see the complete Microsoft Project document for a complete project plan. All tasks described herein assume the durations and timelines represented below. A change to the schedule may result in a change to the implementation costs.

| ID	WBS	Task Name	Start	Duration	Work
1	M5	FleetFocus M5 Implementation	Mon 1/6/14	138 days	560 hrs
2	M5-1	Project Management & Oversight	Mon 1/6/14	125 days	56 hrs
3	M5-1.A	Contract Acceptance	Mon 1/6/14	1 day	0 hrs
4	M5-1.B	Project Startup	Tue 1/7/14	4 days	0 hrs
5	M5-1.C	Project Kick-Off Meeting	Mon 1/13/14	1 day	8 hrs
6	M5-1.D	Project Status Meetings	Mon 1/6/14	125 days	24 hrs
7	M5-1.E	Project Administration & Billing	Mon 1/6/14	125 days	24 hrs
8	M5-2	FleetFocus Installation	Tue 1/7/14	18 days	24 hrs
9	M5-2.A	Client-Hosted Installation	Tue 1/7/14	18 days	24 hrs
15	M5-3	System Design	Tue 1/14/14	12 days	48 hrs
16	M5-3.A	Business Process Assessment	Tue 1/14/14	7 days	40 hrs
20	M5-3.B	Define Interfaces & Enhancements	Thu 1/23/14	5 days	8 hrs
21	M5-4	System Setup	Mon 2/3/14	35 days	48 hrs
22	M5-4.A	Key-User Training	Mon 2/3/14	4 days	32 hrs
23	M5-4.B	System Setup	Mon 2/10/14	25 days	8 hrs
24	M5-4.C	System Security/Reference Review	Mon 3/17/14	5 days	8 hrs
25	M5-5	FleetFocus M4 Data Conversion	Fri 2/7/14	91 days	120 hrs
26	M5-5.A	Fleet M4 Database	Fri 2/7/14	91 days	80 hrs
35	M5-5.B	Helicopter M4 Database	Fri 2/7/14	91 days	40 hrs
44	M5-6	System Configuration	Mon 3/24/14	40 days	64 hrs
45	M5-6.A	Application Training Workshop	Mon 3/24/14	5 days	40 hrs
46	M5-6.B	Work-Flow Design Workshop	Tue 4/1/14	2 days	16 hrs
47	M5-6.C	Work-Flow Configuration	Mon 4/7/14	30 days	8 hrs
48	M5-7	Business Intelligence Tools	Thu 4/3/14	75 days	80 hrs
49	M5-7.A	Reporting Requirements Matrix	Thu 4/3/14	3 days	24 hrs
50	M5-7.B	Dashboard Design & Configuration	Tue 4/8/14	20 days	24 hrs
51	M5-7.C	Ad-Hoc Query Training & Setup	Tue 5/6/14	5 days	16 hrs
52	M5-7.D	PMM Module Implementation	Mon 7/14/14	3 days	16 hrs
53	M5-8	Application Readiness	Tue 4/15/14	29 days	16 hrs
54	M5-8.A	Prepare Test Plan	Tue 4/15/14	10 days	8 hrs
55	M5-8.B	Readiness Review Workshop	Mon 5/19/14	5 days	8 hrs
56	M5-9	User Training	Fri 2/7/14	95 days	64 hrs
57	M5-9.A	Training Preparation	Tue 4/8/14	30 days	8 hrs
60	M5-9.B	System Administration Training	Fri 2/7/14	1 day	8 hrs
61	M5-9.C	User Training	Mon 6/9/14	9 days	48 hrs
67	M5-10	Production Deployment	Mon 6/9/14	10 days	40 hrs
68	M5-10.A	Prepare for Cutover	Mon 6/9/14	5 days	8 hrs
69	M5-10.B	Fleet Rollout	Mon 6/16/14	3 days	24 hrs
70	M5-10.F	Helicopter Shop Rollout	Fri 6/20/14	1 day	8 hrs
71	M5-11	Interface & Enhancement Development	Thu 1/30/14	78 days	0 hrs
72	M5-11.A	Interface Development	Thu 1/30/14	75 days	0 hrs
74	M5-11.B	Enhancement Development	Thu 1/30/14	75 days	0 hrs
75	M5-11.C	Custom Report Development	Tue 4/8/14	30 days	0 hrs
76	M5-12	Travel – 45 Days On-Site @ $400/day	Mon 1/6/14	125 days	0 hrs

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 from both organizations:

FleetFocus
Implementation Project Team

AssetWorks Implementation Team
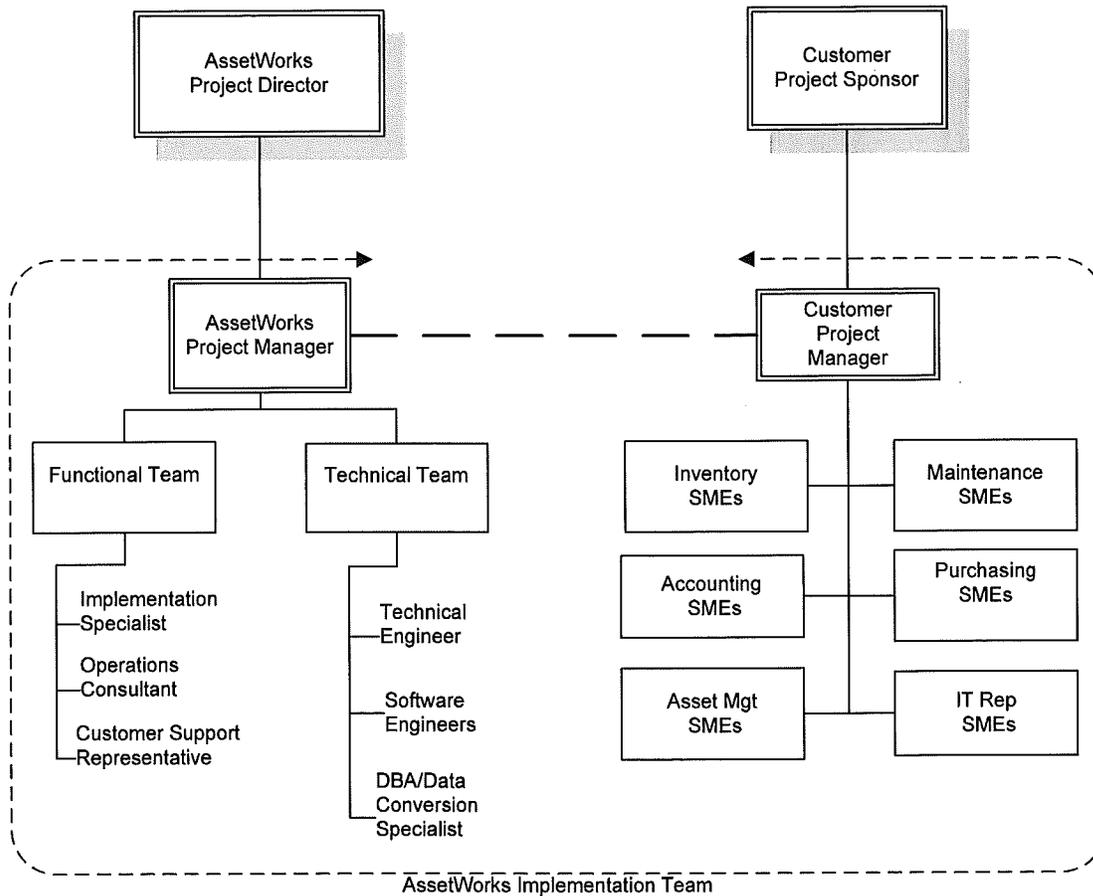
Project Director

The AssetWorks Project Director will have the ultimate responsibility for the success of FSB's implementation. The Project Director reports to the Program Manager and will have direct oversight over the Project Manager and day-to-day operations. The Project Manager will oversee the AssetWorks Project Team, including the on-site implementation team and the AssetWorks development and support

resources. The Project Director will also review and approve all project billing and is available to meet periodically with FSB's executive team to review the project status, discuss challenges facing the project, and identify opportunities to advance the project. The Project Director will also be the first to handle any issue escalations, with backup from the Program Manager. The Program Manager has sole responsibility within AssetWorks for accepting all contract change orders.

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 Specialists

Implementation Specialists are responsible for executing the training plan developed jointly by FSB and the AssetWorks project manager and for assisting FSB with setting up and configuring the application. The Implementation Specialists 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 FSB, the Implementation Specialists will be apprised of any decisions between the Project Manager and FSB. 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.

Operations Consultants

For some projects AssetWorks may assign internal Fleet Operations Consultants or contract with independent Operations Consultants to assist with the implementation. Operations Consultants are all experienced fleet management and technical professionals that work independently or are associated with an AssetWorks business partner, who have been trained and certified by AssetWorks to provide project implementation services.

Operations Consultants are principally used to support tasks that require a large number of on-site personnel for a limited duration or when a client requires dedicated support resources for an extended

period. Also Operation Consultants may be assigned to directly manage selected project tasks where a client's project budget dictates a more economical resource.

Tasks that may be assigned to an Operations Consultant include: data collection and data entry; operations reviews; configuration assistance; documentation development; user training; and site roll-outs. Operations Consultants report directly to the Project Manager.

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.

Recommended FSB Project Team
To best facilitate the implementation, AssetWorks assumes FSB 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 FSB resources include:

Executive Steering Committee
The role of the Executive Steering Committee will be to participate in setting the goals and scope of the project and to participate in periodic status meetings with the Project Team. The Steering Committee 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 FSB who can address specific project issues and serve as the main point of communication between AssetWorks and FSB.

Operations Workgroup
A small group of experienced stakeholders from FSB 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. FSB 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 FSB to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

Assumptions

The following general assumptions apply to this proposed Statement of Work between AssetWorks, INC (AssetWorks) and City of Long Beach Fleet Services Bureau (FSB):

General

1. Professional services will be provided on a fixed cost basis. The actual hours delivered may be less than or greater than the estimated hours, however AssetWorks will only bill the agreed upon fixed amount. All professional services delivered will be invoiced at the beginning of each month following their delivery or upon previously agreed upon milestones.

2. Only those optional modules identified in the accompanying license agreement are to be implemented and are included in this Statement of Work.

3. Optional modules purchased after implementation has begun will require a change order or separate statement of work for services related to installation, configuration and training.

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

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

City of Long Beach Fleet Services Bureau Resources

6. FSB will provide the resources described in this Statement of Work to insure a successful implementation of the products.

7. FSB will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for AssetWorks' Customer Support department.

8. All key FSB project team resources will be committed to the project as of the project start date.

9. FSB commits to training appropriate functional and technical resources as required.

10. FSB is responsible for all manual data entry.

11. FSB will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system.

12. AssetWorks will provide on-site training to FSB (as outlined above) in a classroom environment suitable for training. 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.

13. FSB 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

14. All training sessions will be based on standard application training materials. FSB will be responsible for customizing training materials to meet its implementation requirements.

15. FSB will make appropriate technical resources available to AssetWorks' consultants.

16. In the event that FSB schedules on-site services and due to circumstances within FSB's control AssetWorks' scheduled personnel are unable to perform such services, AssetWorks will be entitled to payment for each such scheduled personnel on the basis of an 8-hour day.

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

Infrastructure

18. FSB will provide a project work area and infrastructure at the centralized implementation location appropriate for the size of the combined FSB/AssetWorks project team. This infrastructure should include desks, chairs, telephones, and workstations with network access to printers and to the applications and implementation databases.

19. AssetWorks' consulting estimates do not include installation and/or configuration of any computer hardware and peripheral equipment.

20. FSB will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).

21. FSB will 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.

22. The Web server must use Microsoft IIS.

23. 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 FSB.

24. FSB will verify that the hardware environment is installed, configured and operating over the network before scheduling the Software Installation.

25. FSB is responsible for providing browser access to the FleetFocus™ application.

26. FSB is responsible for providing and maintaining TCP/IP connectivity with sufficient bandwidth from all user workstations to the FleetFocus™ servers.

27. System, server, and workstation backups are the responsibility of FSB. This includes the development and execution of the system backups and recovery programs.

28. FSB is permitted to implement a disaster-recovery environment, however unless specifically included in this proposed Statement of Work, AssetWorks is not responsible for the installation, configuration or support of this environment.

29. FSB will receive all standard, out-of-the-box reports at no extra cost; however FSB is responsible for providing the recommended Business Objects licenses to support the proposed Report Server infrastructure. A single test and production reporting environment will be implemented.

30. FSB will implement a single production FleetFocus™ database. A test database instance will also be implemented.

31. FSB 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 change order.

32. FSB personnel assume the responsibility for applying software patches.

33. 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.

34. If FSB elects to have AssetWorks host the application or licenses the FleetFocus™ On-Demand SaaS service, the Software Installation phase and NHDO technical support described in this proposed Statement of Work are no longer required. A separate start-up fee will be invoiced following the contract execution for the installation of FSB's AssetWorks hosted site.

Project Management and Risk Factors

35. FSB and AssetWorks will agree on scope, services, and deliverables for optional modules and services prior to the Notice to Proceed.

36. FSB project manager will be responsible for obtaining any required authorizations, approvals and/or signoffs by FSB related to project deliverables and project progression in a timeframe in alignment with the project work plan. Delays to this process as well as any FSB tasks not completed within the work plan timeframe will be subject to the Change Order Management process, delayed deadlines, and increased services fees.

37. This Statement of Work does not include the expenses associated with FSB or FSB resources assigned to the project.

38. FSB remains responsible for all integration effort not described in this Statement of Work

39. 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.

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

41. This proposed Statement of Work includes implementation support for only those optional modules, interfaces, and modifications listed in the task list. Any change to the proposed Statement of Work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements or change orders.

42. Unless otherwise noted, all integration, enhancement and report development effort quoted in this proposed Statement of Work is an **ESTIMATE** based on AssetWorks' experience providing similar services for other clients based on our current understanding of the requirements. AssetWorks will develop a detailed Development Specification and firm fixed cost quote for all services before proceeding with any development.

43. This Statement of Work includes services to determine FSB'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.

Travel

44. AssetWorks will bill FSB for all actual travel expenses directly attributed to on-site services delivered during the project in accordance with FSB published travel reimbursement policies and any statutues governing the reimbursement of business travel expenses.

45. Unless otherwise noted, actual travel expenses will be billed on a monthly basis following the delivery of any on-site services.

46. Travel expenses are expected to be reimbursed as invoiced and are not subject to any project hold-back or payment deferrals.

47. AssetWorks staff members that are scheduled on-site for consecutive weeks will have the option of returning home at the conclusion of the scheduled work week or, with approval from FSB, stay thru until the start of the following work week. Expenses incurred during the intervening period will be reimursed up to the cost of the travel expenses that would be incurred returning home between the work weeks.

48. AssetWorks will bill FSB for all expenses for travel on-site to provide planned services for which FSB is not prepared to support (e.g. Meeting canceled due to weather; schedule participants are unavailable, scheduled facility is unavailable, etc.)

49. All travel costs provided in this Statement of Work are estimates and subject to revision based on actual airline, hotel, rental car and local market conditions.

1.

Procedures for Handling Change Orders

Any change to the proposed statement of work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements.

For instance, any software modification, interface or conversion plan will be included in a functional specification developed by AssetWorks. AssetWorks will work with FSB to understand the specific requirements and will create a detailed functional specification. Each specification will be reviewed with FSB Project Team with the final action item being FSB sign-off so that the changes can procedure to a development stage. Once development has been completed, any software changes will pass through a detailed quality assurance phase. Once delivered to FSB, AssetWorks will review the changes that will conform to FSB approved specifications. Upon testing and review, AssetWorks will secure FSB sign-off on the final software changes.

Sole Source Provider

AssetWorks is the author, owner, distributor and sole source provider of fleet management software, professional services and maintenance services for the FleetFocus™ family of products which includes FASuite, G2K, MCMS, M4 and FleetFocus™.

AssetWorks is solely authorized or certified to provide this service.

Confidentiality

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

Appendix A – Proposed Interfaces

AssetWorks has considerable experience developing custom interfaces between FleetFocus and external systems, having constructed over 350 different interfaces for the FleetFocus M5 application alone.

A design specification and cost estimate will be prepared for each interface. The cost is based on the number of development days needed to program the interface, test the interface in our development environment, install the interface in the client environment and work with the client to test the interface.

The number of development days required will vary based on:

- If AssetWorks has a similar interface that can be used as the foundation for the new interface.
- 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),
- Users customization of related functionality in external system,
- Customizations required in FleetFocus™ to support the interface.

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 to standard file layouts.
- Unless updated with an interface, the Customer 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 Customer will mutually agree on the data elements and formats of the transactions to be passed through any staging tables or interim transfer point.
- The Customer will provide for storing FleetFocus™ unique identifiers in external systems where necessary. For example, the Customer 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 Customer's systems process already defined and implemented.
- The Customer is responsible for all development work required on the external systems to complete the interfaces.

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. 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.

All interface development will occur in the AssetWorks development environment. Interfaces loading data into FleetFocus will use sample data provided by FSB, when available, to test the loading and reject processes. If sample data cannot be provided, AssetWorks will develop a test case of sample data that will be used to verify the interface is working as expected.

Outgoing interfaces will generate sample data in the designated format and layout. If the customer can make the target application available for testing, AssetWorks will submit the output to the target system to verify that the communication methods are working properly and the output is structured correctly. Otherwise, the data generated by the interface will be compared to the layout and format specified in the design document.

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 will not be responsible for delays in the deployment of an AssetWorks delivered interface caused by FSB's own development team and/or contractors. Interfaces that have been delivered, but not implemented, due to delays on the part of FSB or its contractors will be considered accepted by default after 30 days.

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

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. If AssetWorks alters the functionality of the FleetFocus application, AssetWorks will take responsibility to update interfaces that are affected by the change in the application component or database. Changes will only be maintained up to the point the data enters or leaves the FleetFocus application.

AssetWorks is not responsible changes to interfaces that occur outside the FleetFocus environment; this includes: changes in network structure or configuration, the server environment, IP addresses/TNS settings, file paths, or similar networking and environment variables outside of AssetWorks control. Any alterations to an interface that change the incoming data structure, or the FleetFocus generated output structure, that is caused by an external application is the responsibility of FSB to fund. This includes: altering the layout and/or structure of the data being processed; adding, removing, or modifying data fields; new business rules that must be applied when processing data; or changes to the data validation/reject process.

If a customer 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 customer to maintain the interface if a change to the FleetFocus™ application occurs that conflicts with the customer-developed interface.

EJ Ward Fuel System Interface

AssetWorks will create an interface to FSB internal fuel management system: **EJ Ward.** This interface will load fuel transactions from a file downloaded from the fuel system, creating internal fuel transactions in FleetFocus. The file will contain at a minimum: the unit number, transaction date, fuel product type, quantity and cost. Location, tank, hose, meter reading and up to three user-defined data fields can also be included in the interface to capture additional information linked to the transaction.

The delimited file will be downloaded by FSB from the internal fuel system into an incoming directory accessible to the FleetFocus batch server. The interface will be schedule to periodically inspect the incoming folder to determine if a file is present. If a file is found, the interface will process the file through our standard commercial fuel business component creating individual fuel transactions by unit. The file layout will be mapped to the fuel transaction business component XML layout. Records that fail the validation rules incorporated into the interface and the standard fuel transaction component will be moved to a reject file for review and reprocessing. FSB has the option to validate meter readings or exclude meter readings depending on the expected reliability of the readings.

FSB also has the option to treat the transactions as internal fuel transactions which requires the setup and management of fuel islands, tanks and hoses; or transactions can be treated as vendor transaction with fuel system name as the vendor. In the latter case all island and tank management will occur in the internal fuel system and only the issue records will be maintained in FleetFocus.

The on-line Reject Manager can be used by FSB to review and adjust transactions to pass resubmission, such as rejected meter readings. Corrected transactions can be resubmitted directly from the Reject Manager. Records will be posted in the fuel transaction journal and will include the location or vendor number, unit number, product number, date and time of the transaction and entry, the quantity and cost. If fuel inventory is managed in FleetFocus, the record will also include the location, tank and hose that dispensed the fuel.
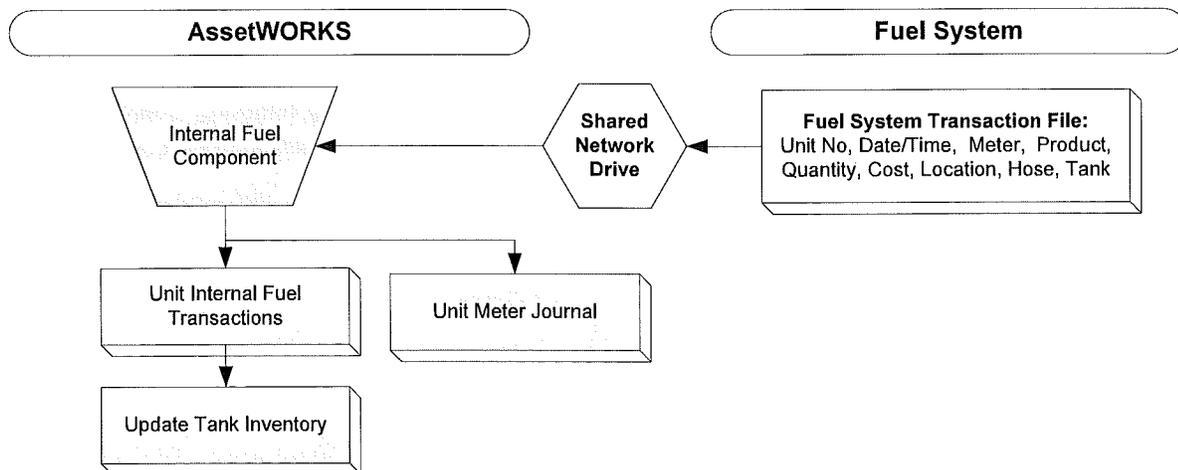
AssetWorks SOFTWARE LICENSE AGREEMENT (SLA)

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

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

License

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

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

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

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

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

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

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

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

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

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

10. ACCEPTANCE. By installing the software or using the AssetWorks supplied hardware that contains the software,

you acknowledge that you have read this Agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the Agreement between us which supersedes any proposal or prior agreement, oral, or written, and any other communications between us relating to the subject matter of this Agreement.

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

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

You must comply fully with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Software, nor any direct products thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. AssetWorks may audit your use of the software. All terms of any order document shall be superseded by this License. You will be entitled to support described in the Maintenance terms set forth below, provided you are current on payments.

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

14. Notices Addresses:
AssetWorks, Inc.
998 Old Eagle School Rd. - Suite 1215
Wayne, PA 19087
Attn.:   John Hines
Division President

AssetWorks SOFTWARE MAINTENANCE AGREEMENT (SMA)

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

2.   Correction of Deviations
In the event that the CUSTOMER encounters an error and/or malfunction ("Deviation") in the Software, you shall communicate the circumstances and any supporting information to AssetWorks. Upon receipt, AssetWorks will respond as follows:
a. In the event that, in the mutual and reasonable opinion of AssetWorks and CUSTOMER, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the CUSTOMER in accordance with AssetWorks' normal Software revision schedule.
b. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation with all due dispatch.

3.   Software Revisions and New Versions
a. The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:
i. Revisions that the CUSTOMER is obliged to implement ("Mandatory Revisions");
ii. Revisions that may be implemented by the CUSTOMER at its option ("Optional Revisions").
iii. No charge shall be made to the CUSTOMER for either Mandatory Revisions or Optional Revisions.
b. New versions ("New Versions") of the Software may be issued by AssetWorks from time to time. Compared to a Revision, a New Version substantially improves the performance of the Software and/or substantially increases its functionality and capability. AssetWorks, in it sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Versions for which there may be a charge.

4.   Telephone Hotline Assistance
AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests, Monday through Friday, excluding State holidays,

during normal business hours, that may be made by the CUSTOMER relating to the application and operation of the Software. At other times such personnel are available by beeper for emergencies.

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

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

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

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

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

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

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

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

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

14. Limitation of Liability
a. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred (including cost of cover), limited to the amount of fees paid to AssetWorks for maintenance services; provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.

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

15. General Terms

a. Neither AssetWorks nor CUSTOMER will assign or transfer its interest in this Agreement or any Attachment without the prior written consent of the other party.

b. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

c.. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.

d.. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.

e. This Agreement, including its interpretation and enforcement, will be governed by the substantive laws of the Commonwealth of Delaware excluding its conflict of laws rules.

g. In the event of any dispute arising in the performance of this Agreement or any Attachment, AssetWorks and the CUSTOMER will seek to resolve such dispute through good faith, amicable discussions and negotiations. Any specific agreed upon problem escalation procedure will be stated in the related Attachment. In the event of a conflict between the terms of an Attachment and this Agreement, the Attachment shall control unless otherwise provided in the Attachment. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

h. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including, without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.

i. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties.

ASSETWORKS STANDARD PROFESSIONAL SERVICES AGREEMENT

1. SERVICES

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

2. TERMS

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

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

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

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

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

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

more SOW will not terminate this Agreement. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations and any obligations that expressly or by implication are intended to survive termination.

3. PROPRIETARY RIGHTS

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

4. EXPORT; REGULATORY REQUIREMENTS

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

5. CUSTOMER RESPONSIBILITIES

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

ASSETWORKS any required licenses, approvals or consents necessary for ASSETWORKS'S performance of the Services. Information disclosed by Customer pursuant to a separate Nondisclosure Agreement ("NDA") signed by both parties will be protected under the terms of the NDA. Customer acknowledges that any information or data disclosed or sent to ASSETWORKS that is not protected under a separate NDA is not confidential or proprietary to Customer.

6. LIMITED WARRANTY & LIMITATION OF LIABILITY

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

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

7. INDEMNIFICATION

Customer accepts responsibility for, and agrees to indemnify and hold ASSETWORKS harmless from, any and all liability, damages, claims or proceedings arising out of (i) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals required to support

any SOW or ASSETWORKS' performance of the Services, or (ii) any inaccurate representations regarding the existence of an export license.

8. MISCELLANEOUS ITEMS

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

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

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

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

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

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

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

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

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

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

Accepted by Customer:

_____
Signature

_____
Name

_____
Title

_____
Date

Accepted by AssetWorks LLC.:

_____
Signature

_____
Name

_____
Title

_____
Date

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

Tel: 720.633.3043
Fax: 720.247.9001
joseph.keefe@assetworks.com

via mail:
AssetWorks LLC
998 Old Eagle School Rd. - Suite 1215
Wayne, PA 19087
Attn.:   John Hines
Division President

any SOW or ASSETWORKS' performance of the Services, or (ii) any inaccurate representations regarding the existence of an export license.

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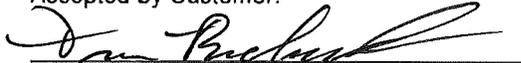
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8.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Accepted by Customer:

_____
Signature

DAN BERLENBACH
Name

FLEET SERVICES MANAGER
Title

_4/30/14_
Date

Accepted by AssetWorks LLC.:

_____
Signature

R. David Sadro
Name

Sr. Vice President
Title

_4.25.14_
Date

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

Tel: 720.633.3043
Fax: 720.247.9001
joseph.keefe@assetworks.com

via mail:
AssetWorks LLC
998 Old Eagle School Rd. - Suite 1215
Wayne, PA 19087
Attn.:   John Hines
Division President

ID	WBS	Task Name	Start	Duration	Work
1	M5	FleetFocus M5 Implementation	Mon 3/31/14	138 days	560 hrs
2	M5-1	Project Management & Oversight	Mon 3/31/14	125 days	56 hrs
3	M5-1.A	Contract Acceptance	Mon 3/31/14	1 day	0 hrs
4	M5-1.B	Project Startup	Tue 4/1/14	4 days	0 hrs
5	M5-1.C	Project Kick-Off Meeting	Mon 4/7/14	1 day	8 hrs
6	M5-1.D	Project Status Meetings	Mon 3/31/14	125 days	24 hrs
7	M5-1.E	Project Administration & Billing	Mon 3/31/14	125 days	24 hrs
8	M5-2	FleetFocus Installation	Tue 4/1/14	18 days	24 hrs
9	M5-2.A	Client-Hosted Installation	Tue 4/1/14	18 days	24 hrs
15	M5-3	System Design	Tue 4/8/14	12 days	48 hrs
16	M5-3.A	Business Process Assessment	Tue 4/8/14	7 days	40 hrs
20	M5-3.B	Define Interfaces & Enhancements	Thu 4/17/14	5 days	8 hrs
21	M5-4	System Setup	Mon 4/28/14	35 days	48 hrs
22	M5-4.A	Key-User Training	Mon 4/28/14	4 days	32 hrs
23	M5-4.B	System Setup	Mon 5/5/14	25 days	8 hrs
24	M5-4.C	System Security/Reference Review	Mon 6/9/14	5 days	8 hrs
25	M5-5	FleetFocus M4 Data Conversion	Fri 5/2/14	91 days	120 hrs
26	M5-5.A	Fleet M4 Database	Fri 5/2/14	91 days	80 hrs
35	M5-5.B	Helicopter M4 Database	Wed 5/7/14	88 days	40 hrs
44	M5-6	System Configuration	Mon 6/16/14	40 days	64 hrs
45	M5-6.A	Application Training Workshop	Mon 6/16/14	5 days	40 hrs
46	M5-6.B	Work-Flow Design Workshop	Tue 6/24/14	2 days	16 hrs
47	M5-6.C	Work-Flow Configuration	Mon 6/30/14	30 days	8 hrs
48	M5-7	Business Intelligence Tools	Thu 6/26/14	75 days	80 hrs
49	M5-7.A	Reporting Requirements Matrix	Thu 6/26/14	3 days	24 hrs
50	M5-7.B	Dashboard Design & Configuration	Tue 7/1/14	20 days	24 hrs
51	M5-7.C	Ad-Hoc Query Training & Setup	Tue 7/29/14	5 days	16 hrs
52	M5-7.D	PMM Module Implementation	Mon 10/6/14	3 days	16 hrs
53	M5-8	Application Readiness	Tue 7/8/14	29 days	16 hrs
54	M5-8.A	Prepare Test Plan	Tue 7/8/14	10 days	8 hrs
55	M5-8.B	Readiness Review Workshop	Mon 8/11/14	5 days	8 hrs
56	M5-9	User Training	Fri 5/2/14	91 days	64 hrs
57	M5-9.A	Training Preparation	Tue 7/1/14	30 days	8 hrs
60	M5-9.B	System Administration Training	Fri 5/2/14	1 day	8 hrs
61	M5-9.C	User Training	Thu 6/19/14	57 days	48 hrs
67	M5-10	Production Deployment	Fri 6/20/14	59 days	40 hrs
68	M5-10.A	Prepare for Cutover	Mon 9/1/14	5 days	8 hrs
69	M5-10.B	Fleet Rollout	Mon 9/8/14	3 days	24 hrs
70	M5-10.F	Helicopter Shop Rollout	Fri 6/20/14	1 day	8 hrs
71	M5-11	Interface & Enhancement Development	Thu 4/24/14	78 days	0 hrs
72	M5-11.A	Interface Development	Thu 4/24/14	75 days	0 hrs
74	M5-11.B	Enhancement Development	Thu 4/24/14	75 days	0 hrs
75	M5-11.C	Custom Report Development	Tue 7/1/14	30 days	0 hrs
76	M5-12	Travel - 45 Days On-Site @ $400/day	Mon 3/31/14	125 days	0 hrs