SOLID WASTE ROUTE MANAGEMENT SOFTWARE SYSTEM LICENSING, SUPPORT AND DATA AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is by and between the City of Columbia, Missouri, (hereinafter "City") a municipal corporation in the State of Missouri, and Seon System Sales, Inc. dba Fleetmind Solutions, Inc. (hereinafter "Contractor"), a general corporation authorized to do business in Missouri, and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City is the owner and operator of a solid waste collection services system and has need for the provision, installation and implementation of a solid waste route management software and hardware system for its collection vehicles;

WHEREAS, in response to City's competitive solicitation, Contractor submitted a proposal to provide, install and assist in the implementation of such a system; and

WHEREAS, as part of the project, City will lease the necessary hardware from a bank in a separate Master Lease Agreement, and Contractor will install the hardware and then provide training, licensing and support for the City to use Contractor's route management operating system; and

WHEREAS, City wishes to purchase, and Contractor wishes to provide, a route management system pursuant to the terms and conditions provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. DEFINITIONS

(a) "*Master Lease Agreement*" shall mean the executed lease agreement between the City and bank for purposes of the City leasing the necessary hardware equipment to be installed on City's vehicles for the operation of Contractor's route management software.

(b) "*Pricing Sheet*" shall mean the prices for Services, attached hereto as Exhibit B and made a part of this Agreement.

(c) "*Services*" shall mean the provision, installation and implementation of a solid waste route management software and hardware system, the details and technical specifications of which are more fully described in the Scope of Services, attached hereto as Exhibit A and made a part of this Agreement.

2. RESPONSIBILITIES

2.1. **Provision of Services**. Contractor agrees to perform all Services according to the specifications, material standards, procedures and quality standards set out in the Scope of Services. Contractor agrees to perform the Services for various vehicles only after receiving a written notice to proceed from the City and to perform Services in a good and workmanlike manner. All Services shall be performed at the reasonable direction of the City's Utilities Department so as not to interrupt operations.

2.2. **Timing of Work**. City will remove any existing equipment from the vehicles which might hinder installation of the hardware. Contractor shall provide the Services to the applicable vehicles within sixty (60) days after receiving a list and notice to proceed, unless otherwise agreed in writing by the Parties.

2.3. **Workmanship & Warranty**.

(a) The terms of the warranty provided by Contractor under this Agreement shall be those provided in Contractor's Warranty, attached hereto as **Exhibit C**, except to the extent those warranty terms are inconsistent with any of the minimum requirements as provided for in the terms of this Section and this Agreement. If any of those warranty terms conflict with the terms of this Agreement, then the terms of this Agreement shall control.

(b) Contractor warrants the equipment (including software, provided that the sole remedy for breach of this warranty with respect to software shall be the provision of support services in accordance with this Agreement (including the Scope of Services); for clarity, Contractor does not warrant that software will be error-free) against defects in material and workmanship for a period of twelve (12) months after installation.

(c) *Services*. Contractor warrants Services against defects in workmanship for a period of ninety (90) days from the date of completion of such Services.

(d) *Materials*. Contractor warrants all materials provided shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests.

(e) *Remedies*. Should any failure to conform with the applicable warranties appear during the specified periods, and if given written notice by City, Contractor shall correct such nonconformity at its own cost and without reimbursement from the City, through professional services necessary or replacement of parts.

2.4. **Quality Assurance and Testing**. The Parties shall conduct quality assurance and the system proposed shall be defined to be finally accepted by City after the installation of the equipment, training, and successful completion of the following performance examinations: system hardware examination, software performance examination, system

functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, approval of as-builts, training, open defects examination, and system documentation. City shall be the sole judge of whether all conditions for final acceptance criteria have been met, provided that City uses evaluation criteria agreed by the parties and exercises its judgment reasonably. For clarity, however, Contractor will have no liability in connection with this Agreement for any portions of the system, project, or related products and/or services other than the Services as defined in this Agreement.

3. PRICING, BILLING, PAYMENTS

3.1. **Pricing**. The pricing for the Services is set at the amounts provided in the Pricing Sheet. Both Parties agree and understand that City will make separate lease payments for the equipment in accordance with the terms of the Master Lease Agreement, and that City will make payments for the Services in accordance with the terms of this Agreement.

3.2. **Billing**. Contractor shall invoice the City in writing on a monthly basis based on the Services that have been rendered and at prices consistent with the pricing in the Pricing Sheet.

3.3. **Payment Terms**. City agrees to pay all uncontested amounts within thirty (30) days from the date of invoice. City reserves the right to disapprove in whole or in part a request for payment where the services rendered are not performed in a timely or satisfactory manner. If an amount of invoice is contested, then City shall notify Contractor in writing within fifteen (15) days of receipt of the invoice. Within this written notice, City shall provide the reasoning for City's disapproval. Contractor shall (a) exercise due diligence in curing the reason for the contested invoice, or (b) respond in writing to the City's notice of contest justifying its position. If a cure or resolution cannot be reached, then the Parties may mutually reach an agreement as to an acceptable alternative.

3.4. **Annual Not to Exceed Amount.**

(a) It is expressly understood by both Parties that in no event shall the cumulative amount of payment from City to Contractor for Services pursuant to this Agreement exceed **One Hundred Thirty-Five Thousand Dollars ($135,000)** in an annual year, unless otherwise agreed to by both Parties in writing executed as an amendment to this Agreement.

(b) **Additional Parts or Support for Original Scope of Services**. As part of this Agreement, City and Contractor have agreed to a defined amount of replacement parts and support services in the form of maintenance or training. If City requires additional replacement parts or support services than the limited amount originally agreed upon, then City may purchase such replacements or services via purchase orders as a one-time payment. The terms and conditions of this Agreement shall govern all purchase orders, and any legal terms in the purchase orders will not be binding on either Party. Contractor will provide City with a written quote, including a description of the Services that will be

offered. Contractor agrees and understands it cannot be compensated by the City for any additional work unless the work is authorized by purchase order prior to the work being provided or completed. Both Parties agree and understand that City may not issue a purchase order for equipment or new services that are beyond the existing Scope of Services, unless it is executed as an amendment to this Agreement.

(c) **Nature of City's Obligations**. It is expressly understood by both Parties that the obligations of City under this Agreement which require the expenditure of funds shall be conditional obligations, subject to the availability of funds appropriated for those purposes. In no event shall the cumulative amount of payment from City to Contractor for Services pursuant to this Agreement exceed the amount appropriated by the City for that purpose in a given year.

4. TERM AND TERMINATION

4.1. **Term**. The term of this Agreement shall be for one (1) year beginning on the Effective Date. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms, unless otherwise terminated as provided for herein. In no event shall this Agreement be binding on either Party beyond fifteen (15) years from the Effective Date.

4.2. **Termination for Default**. If either Party fails to perform its duties and obligations provided for herein, then that Party shall be in default. The non-defaulting Party may provide notice of the default in writing with the reasoning provided. If the default is not cured within 30 calendar days from receipt of the written notice of default, then the non-defaulting Party may terminate this Agreement in whole or in part for failure to perform by providing written notice of termination. The written notice of termination will be effective immediately upon its receipt. In such event, the defaulting Party shall be liable for all damages (including all costs and reasonable attorney's fees) arising out of or related to the default.

4.3. **Termination for Convenience**. Each party may terminate this Agreement for convenience at any time by providing written notice of termination for convenience. This termination goes into effect upon the other party's receipt of written notice. Contractor shall be entitled to a pro rata share of the annual fixed fee.

5. SOFTWARE LICENSING, WARRANTIES, DATA, UPGRADESLICENSING, DATA

5.1. **Licensing**. All licenses pursuant to this Agreement are set forth in Contractor's Scope of Services, attached hereto as Exhibit A

5.2. **[removed]**

5.3. **Warranties and Maintenance**.

(i) Third party software. Contractor warrants that all third party software products,

brands, types, etc., have been recommended based on Contractor's understanding of the City's operating environment and that such third party software products, brands, types, etc., shall operate as demonstrated by and documented or represented by Contractor. Contractor further warrants that Contractor has the right to license said third party software products, brands, types, etc. The sole remedy for breach any warranty in this Section 5.3(i) shall be the provision of support services in accordance with this Agreement (including the Scope of Services); for clarity, Contractor does not warrant that software will be error-free.

(ii) Third party hardware. Any and all hardware products, brands, types, etc., that Contractor provides to City pursuant to this Agreement shall be warranted to perform satisfactorily (defined as minimum ninety eight percent (98%) uptime during normal business hours and maximum three (3) second response time to non-query commands) for three years from the signing of this Agreement, assuming local or other hardware support contracts are in effect for routine maintenance and diagnostics.

(iii) Resolution and Response Time Warranty
Contractor warrants that all Resolution and Response Times delineated below shall be adhered to as follows:

(a) Priority 1 support issues are defined as: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given.

- Response to first call time limit – within two (2) business hours
- Resolution time limit – Contractor shall use its best efforts to resolve within one (1) business day
- If Contractor and City are on a support telephone call to resolve a Priority 1 support issue at the time that normal support hours end, Contractor support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. City acknowledges that programmers will not be available at that time.

Penalty for not adhering to time limits - City shall receive a one percent (1%) credit against the annual Support fees, per incident, with a maximum of three (3) incidents or three percent (3%) reduction in any one year.

(b) Priority 2 support issues are defined as: Critical Issue – Software is not down, but operations are negatively impacted.

- Response to first call time limit – within four business hours
- Resolution time limit – Contractor shall use its best efforts to resolve within one (1) business week

Penalty for not adhering to time limits - City shall receive a one percent (1%) credit against the annual Support fees, per incident, with a maximum of three (3) incidents or three percent (3%) reduction in any one (1) year.

(c) Priority 3 support issues are defined as: Non-Critical Issue – resolution period to be mutually agreed upon.

- Response to first call time limit – within twenty-four (24) business hours
- Resolution time limit – Contractor shall use its best efforts to resolve within one (1) business week.

Penalty for not adhering to time limits - City shall receive a one percent (1%) credit against the annual Support fees, per incident, with a maximum of three (3) incidents or three percent (3%) reduction in any one (1) year.

(d) Continuity of Warranty. City may continue the Warranty protection described above by purchasing and paying for on-going Annual Support services described below during the Maintenance Terms. By doing so, all Warranty, Warranty of Fitness for a Particular Use, and Resolution and Response Time Warranty conditions above shall remain in effect, in perpetuity (except for the "Third party hardware" clause above), as long as payments for Annual Support are kept current.

(e) Final Acceptance of the System. The system proposed shall be defined to be finally accepted by City after the installation of the equipment, training, and successful completion of the following performance examinations: system hardware examination, software performance examination, system functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, approval of as-builts, training, and system documentation. The City shall be the sole judge of whether all conditions for final acceptance criteria have been met.

(f) Response Time Warranties. Both Parties agree and understand that the satisfactory performance of the hardware and timely support by Contractor are material terms to this Agreement. The penalties mentioned above for Contractor's failure to provide timely support is not the sole remedy available to the City, and failure to provide such performance and support may result in a termination for default as provided under Section 4.2 herein.

5.4. **Upgrades to Software.** City is entitled to receive any maintenance updates to the Service that Contractor may release or provide to its other customers that improves or maintains the stability of the Service ("Updates") at no cost to Customer. If new features that add new functionality to the Service ("Upgrades") are offered for sale to Contractor's other customers, such features will be offered to Customer at or below the prevailing rate. In the case where Contractor provides new features to Customer at no charge for testing

or trial, the continued availability, performance, or usefulness of such features are not guaranteed or warranted by Contractor and such features may be revoked at any time.

5.5. **Development of Additional Applications Using Data.**

a. Contractor shall, as and to the extent mutually agreed by the parties from time to time during the term of this Agreement, provide access to data through an API to allow City to develop additional applications using the data, to hire others to develop additional applications, to allow members of the public to develop additional applications, including but not limited to work for hire or a contest type event. Contractor shall, as and to the extent mutually agreed by the parties from time to time during the term of this Agreement, provide access to data to allow any such applications to utilize real time transit data.

b. Notice of Changes in API. To allow for the functioning of any applications using Data through the API, Contractor shall notify City in advance of any changes in the formatting of the API no later than thirty (30) days prior to the change.

c. Nothing in this Section 5.5 shall be deemed to grant any additional rights or licenses to City, beyond those set forth in the remainder of this Agreement. Any additional rights or licenses will be set forth in a separate written agreement executed by both parties.

5.6. **Data Security**

a. Contractor shall at all times comply with Applicable Laws.

b. [removed]

c. [removed]

d. [removed]

e. Duty to Report. Contractor shall use commercially reasonable efforts in an effort to maintain the security of City content and data and that of City's customers and any user that is stored in or in any way connected with Software Products and applications. If either Party believes or suspects that security has been breached or data compromised whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach within forty-eight (48) hours.

f. BINDING SUBCONTRACTORS AND SUBSIDIARIES TO DATA SECURITY STANDARDS. Contractor shall include similar provisions in Contractor's Agreements with subcontractors and subsidiaries who perform work or services related to these Software Products and/or the City's Data contained therein or in the cloud storage.

5.7. **No Harmful Code.** Contractor warrants that it will employ at least industry-standard, commercially reasonable efforts to see that the Software Products do not

contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. Contractor shall include in contracts with any subcontractor a provision which addresses Harmful Code in a manner consistent with this provision.

5.8. **Sunshine Law**. Access to data shall be granted in accordance with Missouri's open records law. The City of Columbia Public Works Department Records Custodian shall serve as the custodian of records for open records requests. Contractor shall provide access, at no additional costs, to the City of Columbia Public Works Department records custodian or his or her designee to all City's data and the data to allow for the fulfillment of Sunshine requests. Contractor shall provide all reasonable requests for information free of charge, including records and contracts data. Contractor reserves the right to charge City for any data requests which present a burden on business operations, including access to database information.

5.9. **Records Retention.**

a. Pursuant to Missouri Law, both Parties agree that all records shall be retained in accordance with Missouri law and records retention schedules adopted by the Local Records Board and in accordance with the requirements of the Federal Grant. If there is a conflict between Missouri Law, then applicable retention schedule adopted by the Local Records Board, and the Grant requirements, the longer retention period shall apply.

b. Effect of Termination and Records Retention. At the close date for this Agreement, either through contract duration or termination, Contractor shall provide City with all records as defined by law. If cloud storage is utilized, Contractor shall provide to City at no cost a method of migrating or exporting all electronic records or data in a usable basis in a method and format acceptable to City. At City's sole option, City may choose to negotiate a new contract for ongoing storage and access to all City records and data as needed to comply with the Missouri Sunshine Law and the record retention requirements of the Grant or as required by law.

6. INSURANCE

The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on the Project until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to the City **which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.**

a. WORKERS COMPENSATION INSURANCE: The Contractor shall take out and maintain during the life of this Contract **Employers Liability and Workers Compensation Insurance** for all of their employees employed at the site of the work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be $500,000.00 each employee, $500,000.00 each accident, and $500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

b. COMMERCIAL GENERAL LIABILITY INSURANCE: Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

(1) Premises and Operations
(2) Products and Completed Operations

Contractual Liability insurance for the obligations assumed by the Contractor under this Contract.

Personal Injury Liability and Advertising Injury Liability.

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's Project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the Agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:
$2,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
$3,000,000 Aggregate for Products/Completed Operations
$3,000,000 Personal Injury/Advertising Injury
$3,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

Additional Insured. City, all of its officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage.

If additional insured status is required for a correction period then CG 20 37 or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to City and a copy of the endorsements confirming coverage should accompany the insurance certificate.

Primary Coverage. The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by City shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

c. BUSINESS AUTOMOBILE LIABILITY INSURANCE: The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least $2,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name City and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by City shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement should accompany the insurance certificate.

d. UMBRELLA EXCESS LIABILITY: Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

e. WAIVER OF SUBROGATION: The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of City and its officers, directors and employees.

f. CERTIFICATES OF INSURANCE: As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the City before any work on this Project is commenced by the Contractor. City shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the City. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to City as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to City. The certificate must also contain a description of the Project. Failure to maintain

the insurance required herein may result in termination of the Contract at City's option. In the event the Contractor does not comply with the requirements of this section, City shall have the right, but not the obligation, to provide insurance coverage to protect City and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of City, but any acceptance of insurance certificates by City shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.

g. SUBCONTRACTORS: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of City. Contractor shall provide to City copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name City as Additional Insured and have the Waiver of Subrogation endorsements added.

7. MISCELLANEOUS

7.1. **Hold Harmless Agreement.** To the fullest extent not prohibited by law, both Parties shall indemnify and hold harmless the other, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any negligent act or failure to act of the other Party, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with that Party or a subcontractor for part of the services), of anyone directly or indirectly employed by the other Party or by any subcontractor, or anyone for whose acts that Party or its subcontractor may be liable, in connection with providing these services (any of the foregoing, a "Related Party"). This provision does not, however, require either Party to indemnify, hold harmless or defend the other Party from its own negligence or the negligence of any of its Related Parties.

7.2. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.

7.3. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.

7.4. **Unauthorized Aliens Prohibited.** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement,

Contractor shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing any of the contracted services.

7.5. **Anti-Discrimination of Israel Act**. Pursuant to Missouri Revised Statute Section 34.600, Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

7.6. **General Nondiscrimination**. Pursuant to Chapter 12 of the Code of Ordinances of the City of Columbia, Missouri, Contractor, and any subcontractor thereof, agrees to comply with all state, federal and local regulations regarding unlawful employment practices related to discrimination.

7.7. **General Laws**. Contractor shall comply with all federal, state and local laws, rules, regulations and ordinances.

7.8. **Notices**. Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt request, with postage prepaid to:

IF TO CITY:

City of Columbia, MO
Finance Department
ATTN: Purchasing Agent
P.O. Box 6015
Columbia, MO 65205 – 6015

IF TO CONTRACTOR:

Seon Systems Sales, Inc.
ATTN: Susan Gill
3B Burbidge St. #111
Coquitlam, British Columbia, Canada
V3K 7B2

With a Copy To:

City of Columbia, MO
Utilities Department
ATTN: Director of Utilities
P.O. Box 6015
Columbia, MO 65205-6015

Any notice required by this Agreement to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of

the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

7.9. **No Third-Party Beneficiary**. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.

7.10. **Amendment**. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

7.11. **Contract Documents**. The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference:

Exhibit:

A	Scope of Services
B	Pricing Sheet
C	Contractor's Warranty

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the reverse of the order listed above.

7.12 **Missouri Sunshine Law**. City is subject to the provisions of the Missouri Revised Statutes Chapter 610, Governmental Bodies and Records (hereinafter, "Missouri Sunshine Law"). Both Parties agree and understand that this Agreement shall be governed and interpreted in accordance with the provisions of the Missouri Sunshine Law.

7.13. **LIMIT ON LIABILITY**.

(a) *GENERAL*. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR DAMAGES DUE TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR'S LIABILITY FOR DAMAGES OF ANY TYPE RELATED TO OR ARISING OUT OF THE WORK SHALL NOT EXCEED **SIX HUNDRED FORTY-SEVEN THOUSAND NINETY-EIGHT DOLLARS ($647,098)**, WHETHER SUCH LIABILITY IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR ANOTHER THEORY OF LIABILITY. NOTWITHSTANDING THE FOREGOING, THIS LIMIT ON LIABILITY DOES NOT APPLY, AND IS INDEPENDEENT TO,

CONTRACTOR'S INSURANCE REQUIREMENTS AND HOLD HARMLESS OBLIGATIONS UNDER THIS AGREEMENT.

(b) *Waiver of Special Damages.* Neither party shall be liable to the other for any indirect, special, consequential or punitive damages.

7.14. **Electronic Agreement and Counterparts**. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

7.15. **Entire Agreement**. This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

City: **CITY OF COLUMBIA, MISSOURI**

BY: _____
De'Carlon Seewood, City Manager

DATE: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor / AK

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account No. * [see below], and that there is an unencumbered balance to the credit of such account(s) sufficient to pay therefore.

* Account No. 55706520-504990
Account No. 55706530-504990
Account No. 55706570-504990
Account No. 55706576-504990

_____
Matthew Lue, Director of Finance

Contractor: **SEON SYSTEM SALES, INC.**

BY: _____

PRINTED
NAME: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

TITLE: _____

EXHIBIT A
Scope of Work

I. OVERVIEW

FleetMind has identified a total of 51 vehicles in scope for this project. The following is a breakdown of the equipment and technology applicable to each vehicle type.

The parties intend for FleetMind to sell applicable hardware to a third party (the "Reseller"), which the parties intend for such third party to resell to the City under a separate agreement between the City and such Reseller. Therefore, all references to hardware and related specifications or obligations in this Exhibit A are for informational purposes only, and FleetMind has no obligations hereunder with respect thereto. This Agreement, notwithstanding anything to the contrary herein, relates only to the provision of software and services, to the extent expressly set forth herein; all obligations to City with respect to hardware will be set forth exclusively in the separate agreement between City and the Reseller. City agrees, promptly following execution by both parties to this Agreement, to enter into such separate written agreement with Reseller and to purchase from Reseller all hardware necessary to permit FleetMind to perform the services contemplated by this Agreement.

FleetMind will provide to City the software products and services as set forth in further detail in this Exhibit A.

- For the 11 front loaders (FEL) identified in the RFP, we recommend seamless integrated industrial-grade FleetLink Vision+ onboard computers (OBCs) with DVR and 10.4" touch screens. Each FleetLink Vision+ device comes standard with built-in GPS, 4G LTE cellular data connectivity, ECM integration for vehicle telemetry, external camera integration, and solid-state video recording capabilities.

  For each of the 11 front loaders we recommend one in-cab driver facing and one in cab front-facing camera. In addition, 3 exterior cameras (left side / right side and back up camera (reverse).

- For the 19 rear loaders (REL) identified in the RFP, we recommend seamless integrated industrial-grade FleetLink Vision+ onboard computers (OBCs) with DVR and 10.4" touch screens. Each FleetLink Vision+ device comes standard with built-in GPS, 4G LTE cellular data connectivity, ECM integration for vehicle telemetry, external camera integration, and solid-state video recording capabilities.

  For each of the 19 rear loaders we recommend one in-cab driver facing and one in cab front-facing camera. In addition, 3 exterior cameras (left side / right side and back up camera (reverse).

- For the 9 roll-offs identified in the RFP, we recommend seamless integrated industrial-grade FleetLink Vision+ onboard computers (OBCs) with DVR and 10.4" touch screens. Each FleetLink Vision+ device comes standard with built-in GPS, 4G LTE cellular data connectivity, ECM integration for vehicle telemetry, external camera integration, and solid-state video recording capabilities.

  For each of the 9 roll off loaders we recommend one in-cab driver facing and one in cab front-facing camera. In addition, 3 exterior cameras (left side / right side and back up camera (reverse).

- For the 6 REL Split Body vehicles identified in the RFP, we recommend seamless integrated industrial-grade FleetLink Vision+ onboard computers (OBCs) with DVR and 10.4" touch screens. Each FleetLink Vision+ device comes standard with built-in GPS, 4G LTE cellular data connectivity, ECM integration for vehicle telemetry, external camera integration, and solid-state video recording capabilities.

For each of the 6 REL Split body vehicles we recommend one in-cab driver facing and one in cab front-facing camera. In addition, 3 exterior cameras (left side / right side and back up camera (reverse).

- For the 4 mini roll-offs identified in the RFP, we recommend seamless integrated industrial-grade FleetLink Vision+ onboard computers (OBCs) with DVR and 10.4" touch screens. Each FleetLink Vision+ device comes standard with built-in GPS, 4G LTE cellular data connectivity, ECM integration for vehicle telemetry, external camera integration, and solid-state video recording capabilities

  For each of the 4 mini roll off loaders we recommend one in-cab front-facing camera, one back up camera (reverse) and one exterior blind side (opposite side of driver sitting).

- For the 2 pup trucks identified in the RFP, we recommend seamless integrated industrial-grade FleetLink Vision+ onboard computers (OBCs) with DVR and 10.4" touch screens. Each FleetLink Vision+ device comes standard with built-in GPS, 4G LTE cellular data connectivity, ECM integration for vehicle telemetry, external camera integration, and solid-state video recording capabilities

  For each of the 2 Pup Trucks we recommend one in-cab front-facing camera, one back up camera (reverse) and one exterior blind side (opposite side of driver sitting).

- The FleetLink system's WasteApp™ in conjunction with the ECM, proposed switches, and lift arm actuators installed on each of the commercial REL vehicles enable automatic detection/recording of all lifts made and enhances service verification activities.

- A suite of FleetMind FleetLink web-based back-office applications that includes:

  - A route management system (FleetLink Route System) which also incorporates a Container Management System and Customer Case Management System.
  - An enterprise reporting system (FleetLink Reports)
  - A safety vision monitoring portal (FleetLink Safety Dashboard) for recorded video access, vehicle safety monitoring, and driver behavior information
  - A real-time mapping system (FleetLink Map).

FleetMind's FleetLink Route System is a set of tools for the creation, manipulation, management of routes, container inventories, geo-zones, and customers. The FleetLink Route System allows the user to import and export routes, customers, containers and reference data, including combined routing information. It also allows for the direct creation/management of detailed customer, routing, geo-zone and container information. Users can create, sequence and manipulate routes, as well as their associated geo-zone boundaries.

The FleetLink Route System can also automatically create geo-fenced routes with geo-coded stops, on-the-fly. Defined geo-fenced routes offer a variety of benefits including the display and number of customers and containers in each route, as well as real-time progress reporting alerts and alarms for each route. The FleetLink Route System component provides real-time service verification, route progress reporting, and dynamic dispatching.

With FleetLink Route System, customer service requests can be tracked through the customer case module wherein all customer data is tracked including, but not limited to, service history, service requests, service issues (with resolution history), and associated container information (and activity/maintenance history), along with service information and schedules.

FleetLink Route System includes a container inventory tracking module showing the history of every cart or bin, including associations with different customers over time. Once containers have been imported and assigned, the proposed system will also enable a user to manage future cart deliveries, repairs, and maintenance. Container serial numbers, RFID tag numbers, size, commodity type, and location data can be tracked and associated with customer records.

FleetLink Route System can also be integrated with optimization software (such as C2Logix, Route Smart, IIT or our own Safe Fleet Optimization) to import optimized routes, and can be integrated with back-end billing systems, ERP and work order/asset management systems such as SAP, CGI Advantage 360, Accela Code Compliance and ESRI GIS.

FleetLink Map provides not only real-time vehicle and service verification tracking but also a number of different views enabling users to track route progress, active alarms and driver activities. The platform provides various search tools to research customer service events, planned service events, service exceptions, etc. Once completed, routes can be replayed with detailed truck breadcrumb trails. FleetLink Map also allows for the display of various layers of event data, such as unjustified stops, off-route activities, and cart service verifications. FleetLink Map is updated in real-time from FleetMind's Onboard Computer systems (OBCs) and displays all of the City's truck locations, cart locations, service zones, vehicle speeds, and real-time route progress. The route tracking feature highlights every lift that is made, and displays this in a user-friendly graphical view by showing different colored icons for each lift, wherein the color denotes the status of the service (i.e. pending carts start out grey, and turn green as they are picked up, yellow if driven by "not out" and red if the stop is canceled or moved). Cart icons will also differentiate between lifts performed by the originally assigned driver, versus a lift performed by another driver not originally assigned to the route (i.e., a helper on a route that is behind, stops transferred to another vehicle, etc.). Confirmations can also be generated on the server-side based on lifts detected outside the routing process and they will be identified as such on the map.

FleetLink Map users can search for service events by customer address, customer name, assigned truck or route. Selected customer events will be displayed on the map with the rest of the relevant route data, showing date and time of service, completion code, etc. When pictures are attached to the specific service event or exception (e.g., "not outs") the user can e-mail the picture to the customer as proof-of-service or proof of presence at a specific time.

FleetLink Reports provides a set of pre-defined reports that include a real-time dashboard, detailed driver logs, route progress overview, disposal activities, alarms, truck status, system operation, idle time, weights of commodities processed, etc., all being updated in real-time from the onboard computer (OBC) data feeds. FleetLink Reports also provides an overview dashboard, reporting active routes, with the ability to drill down to detailed driver logs that contain all of the transactional and activity data collected by each truck. These driver logs can be easily exported to PDF or to CSV for manipulation in Excel, then imported to other business systems.

FleetLink Reports provides data on all driver activities, notes, pictures, fuel consumption, idling times, heavy braking and data that is collected from the vehicle ECM interface, as well as RFID and load cell/scale system connections.

Integration to the onboard scale systems is via a programmable RS-232 scale display output interface provided on the third-party hardware. Most major onboard scale systems are supported (i.e. LoadMan, Vulcan, Air-Weigh, etc.). FleetMind also has one of the best RFID reader integrations available on the market and owns the patent that covers the use of RFID technology in the waste industry. FleetMind's Alien RFID reader can be used where organizations have deployed RFID tags on carts, for added service validation and container tracking. The FleetMind solution uses 2nd Generation UHF RFID compliant equipment.

FleetLink Route System's operational productivity dashboard presents current key performance indicators (KPIs) compared against the 16 prior week's rolling average. FleetLink Reports can present vehicle and geo-zone alarms that have been configured through the FleetLink Command Center, which is responsible for all FleetLink OBC component configurations. Alarms can be set up based on defined thresholds, vehicle/driver events, and logical rule sets with input from sensors on the truck such as ECM data, scale system data, GPS data, the context of the route, etc. In addition, FleetLink Reports provides a driver scorecard to ensure that each driver is utilizing the FleetMind products to their fullest potential.

FleetLink Safety Dashboard offers tools to review videos and images recorded by each vehicle, displays all recorded vehicle alarms and events, and enables supervisors to monitor and score driver behavior based on data collected from the DVR mobile units in the trucks. FleetLink Safety Dashboard also offers the ability to "live stream" video from any active vehicle, with visibility from up to eight different camera angles.

The rugged FleetLink Vision+ mobile computer touchscreen display is a lightweight yet robust platform that is fully-integrated and easy-to-install. FleetLink Vision+ provides unprecedented real-time information to drivers and dispatchers about a truck's route status, service completion, vehicular telemetry, driver activities, location, recorded full-day video and incident events, and much more.

FleetLink Vision+ comes out-of-the-box with the ability to integrate with up to 8 external cameras and the ECM for telemetry data. FleetLink Vision+ manages a wide range of other inputs from a vehicle's onboard systems, including; onboard scales, RFID tag readers, tire pressure and fuel monitoring inputs, as well as other devices. FleetLink Vision+ comes with an external GPS antenna, and a G- Shock Triaxle Accelerometer.

FleetMind's FleetLink Reports includes a dashboard that provides you with a single-view interface into your fleet operations and performance. You can easily track key performance indicators (KPIs) and flag any potential problem areas. FleetLink Safety Dashboard and FleetLink Reports let you check on fleet and driver activity and trends at a glance. You can view everything from weekly or monthly high-level trends or track detailed and individual performance data.

Types of Reports

FleetLink Reports include the following:

- Service reports that allow you to verify and analyze the delivery of service to your customers:
    - Service Verification

  - Driver pictures and notes
  - Supervisor tracking
  - Automatically scheduled reports

- Exception reports that allow you to view exceptions encountered by drivers when performing their routes:
  - Driver Exceptions
  - Extras
  - Unmatched NCCs

- Vehicle Reports that allow you to monitor vehicle usage:
  - Fuel tax
  - Alarms
  - Driver performance
  - Vehicle Status
  - Vehicle activity
  - Vehicle performance

- Activity Reports that allow you to monitor vehicle usage:
  - Summary of calls (monthly, one-day)
  - Driver Productivity
  - Daily Work summaries
  - Disposals
  - Driver score card
  - Driver activities
  - Scale calibration
  - Put-out rates

- Street Sections reports that provide information specific to street sweeping activities:
  - Daily Work Summary
  - Driver Exceptions
  - Monthly Disposal Details
  - Driver Productivity
  - Driver Activities

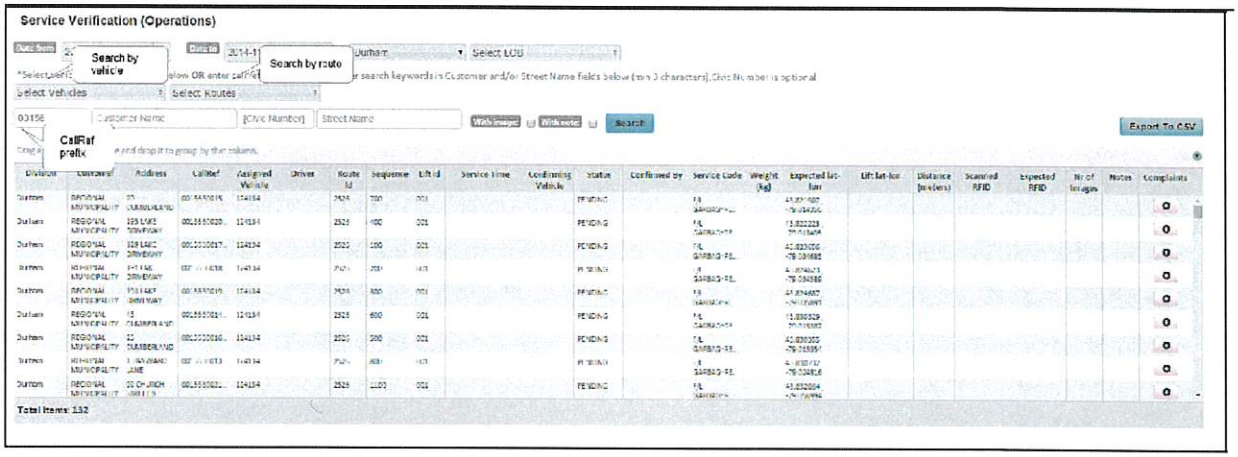
- (OPTION) Billing reports that provide information specific to billing:
  - Disposal Charges
  - Service Charges
  - No-service charges

> ⚠ The Billing Reports menu is an optional feature, and is not available in all installations.

- (OPTION) Graffiti reports that provide information specific to graffiti removal activities:
  - Service Charges
  - Service history

> ⚠ The Graffiti menu is an optional feature, and is not available in all installations.

Sample Report



FleetLink Reports system enables you to:

- Proactively track KPIs that are important to your business for real-time review. KPIs can be:
  - Driver-related – such as excess speeds, hard braking, break times, delayed starts, idle times
  - Customer-related – such as service times, average yards per lift, average lbs. per yards
  - Route-related – such as drive time between stops, time to first stop, number of stops

- Automatically capture critical information

- Make better-informed decisions: a visual presentation of performance measures lets you identify trends in driver behavior, track vehicles and service performance, and measure efficiencies

- Improve operational efficiencies: you save time over running multiple reports, gain total visibility into all information, better manage routes and drivers, and can respond faster to customer service issues

- Identify and solve problems faster: By being able to detect and identify problem areas, you can better manage exceptions, deal with driver or vehicle issues, and ensure route efficiencies.

- Align your organization: By working from a universal set of metrics and a single view into these, all internal functions can track organizational goals and performance.

II. SPECIFICATIONS

The table set forth in this Section II below is taken from FleetMind's RFP response. FleetMind agrees to provide the software products and services marked "Y" in the Response & Rating column, as and to the extent described and qualified below. Items marked "C," "F," "3P," or "N" are not within the scope of this Agreement and FleetMind will have no obligation to deliver any of same, except to the extent separately mutually agreed in writing by the parties.

		Key Functional Criteria R=Required, I=Important, N=Nice to Have, E=Explore	**Response & Rating** Y=Fully supported, 3P=With Third Party, C=Customization required, F=Future functionality, N=Not supported
		Functional Footprint	
1.	R	Route Management/Fleet Tracking	Y - FleetMind's FleetLink Route System is a set of tools for the creation, manipulation, management of routes, container inventories, geo-zones, and customers. The FleetLink Route System allows the user to import and export routes, customers, containers and reference data, including combined routing information. FleetLink Map provides not only real-time vehicle and service verification tracking but also several different views enabling users to track route progress, active alarms and driver activities.
2.	R	Safety/DVR	Y - FleetLink Safety Dashboard offers tools to review videos and images recorded by each vehicle, displays all recorded vehicle alarms and events, and enables supervisors to monitor and score driver behavior based on data collected from the DVR mobile units in the trucks. FleetLink Safety Dashboard also offers the ability to "live stream" video from any active vehicle, with visibility from up to eight different camera angles.
3.	R	GPS/AVL	Y - FleetLink Map is updated in real-time from FleetMind's Onboard Computer systems (OBCs) and displays all of the City's truck locations, cart locations, service zones, vehicle speeds, and real-time route progress. The route tracking feature highlights every lift that is made. FleetLink Mobile AVL delivers automated vehicle location and status of your service vehicle fleet when and where it is needed. Real-time GPS-based vehicle tracking data analysis with the FleetLink suite of back-office applications, including FleetLink Map, enables easier fleet management. Data

		Key Functional Criteria R=Required, I=Important, N=Nice to Have, E=Explore	Response & Rating Y=Fully supported, 3P=With Third Party, C=Customization required, F=Future functionality, N=Not supported
			can be refreshed as quickly as 30 seconds. Route replay can use data with a granularity down to 5 seconds.
4.	R	Service Requests	Y - With FleetLink Route System, customer service requests can be tracked through the customer case module wherein all customer data is tracked including, but not limited to, service history, service requests, service issues (with resolution history), and associated container information (and activity/maintenance history), along with service information and schedules. As customers are calling for a new cart or repair or additional one time services, the FleetLink Route System will allow the user to create service request that will be combined to create a route.
5.	R	Asset/Inventory Management	Y - FleetLink Route System incorporates a cart inventory system. Details of all deployed carts and their customer associations and location can be easily displayed. A history is maintained of all actions taken against a cart, including all route servicing activities, relocations and repairs, and maintenance. Serial number and/or RFID tag number associations are maintained and used during service verifications.
6.	R	Reporting	Y -FleetLink Reports provides a set of pre-defined reports that include a real-time dashboard, detailed driver logs, route progress overview, disposal activities, alarms, truck status, system operation, idle time, weights of commodities processed, etc., all being updated in real-time from the onboard computer (OBC) data feeds. FleetLink Reports also provides an overview dashboard, reporting active routes, with the ability to drill down to detailed driver logs that contain all of the transactional and activity data collected by each truck. These driver logs can be easily exported to PDF or CSV for manipulation in Excel, then imported to other business systems.
		General Features	
7.	R	"Real-time" online account information.	Y - FleetLink Route System provides management tools for collection services activity, billing, and customer service issues. You benefit from efficient route scheduling and dispatching, and real-time service quality monitoring.

		Key Functional Criteria R=Required, I=Important, N=Nice to Have, E=Explore	Response & Rating Y=Fully supported, 3P=With Third Party, C=Customization required, F=Future functionality, N=Not supported
8.	R	System navigation with "click" drill down to transaction level detail and across to other modules.	Y - Navigating the User Interface. Throughout the FleetLink Route Management System user interface, you will encounter the following navigation tools and form controls: Pull-down Menus, Pull-down menus represent the static part of the user interface, i.e., they are displayed at all times on every screen of the UI. To navigate using the pull-down menus: Click on the desired tab, and then choose a menu option from the displayed list.
9.	I	Data input supported by drop down menus, lists with configurable selection options, or context- sensitive choices.	Y - Navigating the User Interface. Throughout the FleetLink Route Management System user interface, you will encounter the following navigation tools and form controls: Pull-down Menus, Pull-down menus represent the static part of the user interface, i.e., they are displayed at all times on every screen of the UI. To navigate using the pull-down menus: Click on the desired tab, and then choose a menu option from the displayed list.
10.	I	Unlimited notes or text fields.	Y - Back-office users can add notes/comments, attachments and various other details associated directly with a customer, a customer service, or service property (customer location). All details are kept in history under the associated customer account.
11.	R	Full audit trail and history throughout all modules: Date, time, who made the change, retain what was changed, and show new record.	Y - The FleetLink Route application provides an audit trail capturing all changes made to customer and customer location data, service/subscription data, and system reference data. Information logged includes a unique audit identifier, date of the change (timestamp), customer (if applicable), modified by, action taken (insert, update, delete), property modified, new value, and previous value.
12.	R	Maintain unlimited history throughout the system.	YFor example: -The FleetLink Customer Case Management solution provides a history of all service requests created for a customer location as well as service requests by customer location service. A customer may have multiple locations, and each location may have multiple services. All details are kept in history (permanent) under the associated customer account. - The FleetLink mobile WasteAppTM application maintains a history of all pre-trip and post-trip vehicle inspections performed on the vehicle. Pre-trip and post-trip inspections provide a useful

		Key Functional Criteria R=Required, I=Important, N=Nice to Have, E=Explore	Response & Rating Y=Fully supported, 3P=With Third Party, C=Customization required, F=Future functionality, N=Not supported
			road map for vehicle maintenance and can be accessed by mechanics and maintenance personnel alike. - The FleetLink Vision+ solution archives data collected and stored on the vehicles' mobile devices as well as vehicle data and event-related videos and images that are collected from the vehicles and transmitted to the back-server. - The Trek 674 mobile device is offered with an optional 256GB, 512GB, 1TB or 2TB solid-state hard drive for the storage of vehicle data that includes all video data. One camera with 12 working hours per day requires 10GB of storage on the SSD which along with the number of cameras installed helps determine the retention limit (ex. 30 days) of archived video on the mobile device. - Storage of Detailed Vehicular Data is maintained in the FleetLink Enterprise Database and configured for hot storage based on the city's required/configured retention period (e.g. 6 months, 1 year, 2 years, etc.). This data can be used to replay the breadcrumb of the truck but also to see the progress of the route and other events simultaneously. Database limitation is dictated by the amount of data used (e.g. 1-year direct access and 5 years backup archive). Database storage budgeting is also variable based on the line of business. For example, the database storage required per Line of Business per Day: 1 Residential truck for 1 day= 10-20 MB; 1 Industrial or Commercial truck for 1 day= 2-5 MB. Example: 100 Residential trucks with 1500 stops.
13.	R	Date effective changes throughout the system.	Y - Generally speaking, changes made in the system enable the user to specify an effective date (start date). For example, services related to a customer location that is either being created or later modified can be provided with a start date (as well as an end date). This would allow the location to serviced intermittently if not handled and the service level itself.
14.	I	Role-based, user configurable menus, screens, fields, and reports.	Y - Every user must be assigned a role, which defines their access privileges. Admin has full privileges. Billing defines billing plans, processes billing data. Dispatcher manages daily assignment dispatch, handles assignment exceptions/problems. Provision provisions customer service subscription to specific routes.

		Key Functional Criteria R=Required, I=Important, N=Nice to Have, E=Explore	Response & Rating Y=Fully supported, 3P=With Third Party, C=Customization required, F=Future functionality, N=Not supported
			Reader has very limited read-only privileges.
15.	R	All data that is entered into or generated by the system shall be owned and retained by the City.	Y - The City will own all rights, title, and interest in its data that is related to the services provided by this agreement.
16.	I	Context sensitive help.	F - Documentation for the FleetLink solution is provided in off-line user guides, included printed reference documents, as opposed to in-application online help or tooltips. FleetMind is in the process of rethinking the entire FleetLink user experience as well as the way that reference information is provided, including via online help within each FleetLink application. The City can expect to see improvements to in-application online help with upcoming versions. Major improvements to off-line documents started in 2019 and will continue through the rest of this calendar year.
17.	I	Work on multiple open screens at one time from a single sign-on.	Y - Single Sign On (SSO) is supported.
18.	N	Experience in university/student housing environment, including high volume/extreme peak service periods.	Y
19.	R	Support all Federal and Missouri regulations with regard to solid waste collection and management.	Y Defined specific regulations can be discussed during negotiation phase.
		Technology (Software)	
20.	R	Specify if solution is deployed on-premises or cloud based.	Y - Web-Based Platform FleetMind offers both a vendor Cloud-based hosted solution, as well as the client's in-house hosted solution. Client's choice as to which model is selected A vendor Cloud-based solution is hosted using Microsoft's Azure hosting platform (one of the most secure platforms offered).
21.	R	Prefer MS-centric technology.	Y - Scalability and performance is achieved by distributing these components over multiple Microsoft Windows servers containing a replicated subset of the primary database. Persistent storage for each of these components is provided via a Microsoft SQL Server database.

		Key Functional Criteria R=Required, I=Important, N=Nice to Have, E=Explore	Response & Rating Y=Fully supported, 3P=With Third Party, C=Customization required, F=Future functionality, N=Not supported
22.	R	Fully web-enabled interface for all functionality.	Y - A full web-based FleetLink back-office products work with FleetLink Mobile hardware products to improve operations, increase profitability, provide fleet visibility, and help ensure a problem-free customer experience .
23.	I	Windows 7 compliant.	Y - The FleetLink Vision+ (aka Trek 674 DVR) onboard computer uses the Windows operating system (Windows 7 Embedded). It comes with the FleetMind WasteApp application for service verification and other required applications pre-installed.
24.	I	Browser support to include Microsoft Internet Explorer and Mozilla Firefox.	Y - Google Chrome or Microsoft Edge browsers. Browser Minimum: Internet Explorer 9, Internet Explorer 11.
25.	R	Store and forward mobile capability so as to work offline when no connectivity is available and then automatically update the system when connectivity is restored.	Y - A series of mobile components comprised of a driver display (e.g., flat screen, handheld), an on-board computer with GPS and LTE connectivity connected. The latter is also connected to the vehicle's engine control module (ECM), sensors, lift scales, and video cameras. Communication between the FleetLink mobile and server components is achieved via the customer's preferred wireless provider (e.g. AT&T, Verizon, Sprint, Bell Mobility, Rogers) over the public internet or a Communication between the back-office business system components and the fleet management server components is achieved using the customer's public connection to the public internet using secured connections. A mobile Message Store provides persistence and enables store & forward communications between the FleetLink Mobile and FleetLink Server components (i.e., support for disconnected operations).
26.	I	Bi-directional integration with Microsoft Word, Access, and Excel.	Y - The FleetLink system enables users to import and export system data such as routes for bi-directional integration in CSV format for subsequent import into Microsoft Excel or other CSV-compatible applications. Report data can be exported into CSV format for manipulation in MS Excel and later imported into other business systems.
27.	R	Full export functionality for individual files of video and single-frame photography.	Y - FleetLink Safety Dashboard provides live video feeds, archived videos, and picture views into your fleet, driver, and collection services activity. FleetMind provides multiple cameras for unprecedented insights into and all around your vehicles. Integrated with FleetMind's in-cab smart displays and Mobile

		Key Functional Criteria R=Required, I=Important, N=Nice to Have, E=Explore	Response & Rating Y=Fully supported, 3P=With Third Party, C=Customization required, F=Future functionality, N=Not supported
			DVR, taking pictures and capturing real-time video footage.
28.	N	Bi-directional interface with Microsoft Outlook and Microsoft Exchange Server.	Y
29.	N	Support Microsoft Active Directory with single sign on capability.	Y - Access control can be defined by roles configured in Active Directory. Roles can also be defined within the application and domain global/local groups. Single Sign On (SSO) is supported
30.	R	Granular user defined permissions for user access for both role based groups and individual users.	Y - Every user must be assigned a role, which defines their access privileges. Admin has full privileges. Billing defines billing plans, processes billing data. Dispatcher manages daily assignment dispatch, handles assignment exceptions/problems. Provision provisions customer service subscription to specific routes. Reader has very limited read-only privileges.
31.	R	Attach electronic JPEG, PDF, DOCX, TIFF, any other types of files to various records and fields (e.g. specific assets).	Y – FleetLink Reports; FleetLink Route System applications.
32.	R	Briefly describe your support of mobile technologies (e.g. VPN, synchronization, etc.), and various handheld devices (e.g. phones, tablets, etc.).	Y - A series of mobile components comprised of a driver display (e.g., flat screen, handheld), an on-board computer with GPS and LTE connectivity included. The latter is also connected to the vehicle's engine control module (ECM), sensors, lift scales, and video cameras. Persistent storage for each of these components is provided via a Microsoft SQL Server database. Scalability and performance is achieved by distributing these components over multiple Microsoft Windows servers containing a replicated subset of the primary database (i.e., operational data store, decisional data store, archives). A mobile Message Store provides persistence and enables store & forward communications between the FleetLink Mobile and FleetLink Server components (i.e. support for disconnected operations).
33.	E	The following are possible key systems for interfacing/integrating. Indicate experience with these specific systems. Indicate your ability to bi- directionally integrate with each system.	Y
34.	R	Harris Advanced Infinity CIS – Utility Billing.	Y - FleetMind has developed a full suite of application programming interfaces (APIs) enabling programmatic access to vehicle and confirmation information as well as real-time

		Key Functional Criteria R=Required, I=Important, N=Nice to Have, E=Explore	Response & Rating Y=Fully supported, 3P=With Third Party, C=Customization required, F=Future functionality, N=Not supported
			integration with 3rd party software such as enterprise resource planning (ERP), work order management, customer relationship management (CRM) and billing systems such as Harris and and Tyler Munis.
35.	R	ESRI ArcGIS – GIS.	Y - The in-vehicle application, WasteAppTM, and the suite of back-office applications use mapping capabilities provided by Telogis, a subsidiary of Verizon, which uses HERE maps data. This platform allows us to import shapes files generated from ESRI ArcGis and covert/import them to the Telogis mapping platform generating a custom map to be used on backend and/or mobile platform. The Telogis mapping solution supports the import of map layers from ESRI's ArcGIS environment. FleetMind also offers a set of Restful API web services that allow customers to pull service event, driver activities, and vehicle telemetry data into any platform including ArcGis. The FleetLink system is designed to adapt to an existing operation as a starting point and evolve from there. By creating or uploading the geo-zones associated with each route given to drivers, it is possible to ensure that the entire municipality is covered (i.e. usually defined in ArcGIS or equivalent and exported in WKT format). As the FleetLink system learns (i.e. breadcrumbs, confirmations) how the drivers actually run each route the individual stops can be re-sequenced to be subsequently presented exactly how the routes should be run.
36.	R	Tyler Technologies / MUNIS – Financials	Y - FleetMind has developed a full suite of application programming interfaces (APIs) enabling programmatic access to vehicle and confirmation information as well as real-time integration with 3rd party software such as enterprise resource planning (ERP), work order management, customer relationship management (CRM) and billing systems such as Harris and and Tyler Munis.
37.	R	WasteWorks – Landfill Scale House Financial System.	3P – Scope (if any) to be better defined by mutual written agreement.
		Technology (Hardware)	
38.	R	Provide GPS/AVL units.	Y - FleetLink Mobile AVL is a next-generation telematics gateway designed with built-in ECU (Engine Control Unit) vehicle interface

		Key Functional Criteria R=Required, I=Important, N=Nice to Have, E=Explore	Response & Rating Y=Fully supported, 3P=With Third Party, C=Customization required, F=Future functionality, N=Not supported
			technologies for both light and heavy-duty vehicles.
39.	I	Integrate with existing client owned GPS/AVL units/	N
40.	R	Provide on-dash displays.	Y - The TREK-306DH is a ruggedized vehicle display system.
41.	R	Provide generic actuator switch packages for residential collection trucks.	Y - Actuator switch to be mounted either on: the automated arm of a side loader / the tipper on a REL, to be used to automatically confirm a lift.
42.	R	Provide RFID readers.	Y - Cab mounted GEN 2 UHF RFID Reader
43.	R	Provide ruggedized DVR hardware.	Y - The TREK-306DH is a ruggedized vehicle display system. The FleetLink Mobile DVR in-vehicle display system is ideal for waste collection fleet management applications. It meets requirements for automotive grade working temperatures and provides excellent display capabilities. It supports resolutions of 1024 x 768 and is designed with drivers in mind. When the system requires powering up or waking up, it can be easily controlled from the button located on the side. For night driving, the panel has an auto detecting light sensor to automatically adjust brightness.
		Route Management/Fleet Tracking	
44.	R	Briefly describe the systems' functionality for tracking collection services activity.	Y - Fleetminds 'On-Board Camera Systems' is an automated solution for service verification, route management, fleet tracking, reporting, and safety monitoring for solid waste management services. FleetMind's integrated solutions feature ruggedized on-board computers, cameras, digital video recorders, GPS, mobile connectivity, RFID, lift sensors, and scale sensors to provide real-time visibility of trucks, drivers, and collection efforts.
45.	R	Briefly describe the systems' functionality for billing and tracking/resolving customer service issues.	Y - With FleetLink Route System, customer service requests can be tracked through the customer case module wherein all customer data is tracked including, but not limited to, service history, service requests, service issues (with resolution history), and associated container information (and activity/maintenance history), along with service information and schedules.
46.	R	Route scheduling functionality.	Y - You can create Routes in the FleetLink Route Management System in one of two ways: 1. Importing 2. Manual. You can create new routes in the FleetLink Route Management System by

		Key Functional Criteria R=Required, I=Important, N=Nice to Have, E=Explore	Response & Rating Y=Fully supported, 3P=With Third Party, C=Customization required, F=Future functionality, N=Not supported
			importing data collected from (or exported by) your back-office (dispatch) system. The imported data must be in a properly formatted comma-separated-value (CSV) file, which can be generated using Microsoft Excel or other spreadsheet management applications. The formatting of the file must adhere strictly to a set of rules, which are defined on the FleetLink Route Management System user interface.
47.	R	Route optimization features.	Y - The FleetLink Route Management System takes the theory of optimizing route efficiencies and combines that with FleetLink Mobile's real-time fleet tracking and turn-by-turn driver direction to ensure that vehicles actually use those routes that minimize the distance, the amount of fuel used, or the amount of time required to accomplish their assignments.
48.	R	Service quality monitoring.	Y - FleetLink Map delivers real-time and historical views into your fleet, driver, and collection services activity. You gain an intuitive back-office view into what's going on for each route, truck and driver. The FleetLink Map mapping interface can show various vehicle activities, alarms, and events.
49.	I	Full on-dash display of customer information including, at a minimum, location, address, and service level. This information will be automatically displayed in customer sequence as the route progresses.	Y - The menu pane of the Calls screen comprises a scrolling list of all calls on a route and a set of buttons that control confirmation mode, sort order, and the commonly performed tasks associated with a call. The Calls list is presented in table format, indicating the sequence and client information. The icon in the LIFT/NOTE column indicates that the call has an RFID tag associated with it. The icon in the LIFT/NOTE column indicates a note providing optional instructions for the call. Service address / Service Level / Qty of container / size of container / Notes /
50.	I	Real-time and historical views into fleet, driver, and collection services activity.	Y - FleetLink Map. This web-based interface allows the user to look at the real-time position of every vehicle in a division, drill down to specific routes or vehicles, display alarms, driver activities, service events, planned route, etc... Various views are available to analyze route progress, replay a route, search for events related to a specific address or customer by name, etc. Data can be refreshed as quickly as 30 seconds. Route replay can use data with a granularity down to 5 seconds.

		Key Functional Criteria R=Required, I=Important, N=Nice to Have, E=Explore	Response & Rating Y=Fully supported, 3P=With Third Party, C=Customization required, F=Future functionality, N=Not supported
51.	I	Real-time vehicle activity and alarms, route progress, speed limits, alarms, and incidents, etc.	Y - The frequency of the vehicle summary data can be adjusted to match business expectations. Data presented on the map has multiple sources. Live data is derived from keep alive messages that can be configured to be sent as frequently as every 30 seconds. Service events, alarms and other business-related events are sent in real-time. Detailed telemetry data including positioning data can be accumulated with a 5 second granularity and transmitted back in batch every 15 minutes. The granular data is used for route replays.
52.	R	Functionality that supports sharing routes with other drivers in the instance of vehicle breakdowns or "help routes".	Y - In FleetLink Route Systems enables a Dispatcher to transfer stops from one route to another. A route's incomplete stops display in a column at the far right of the row. The Transfer Stops screen displays the route's assignments in the left panel. The right panel comprises a map area and copy controls. Select the stops you wish to transfer from the assignment list using the check boxes. The right panel displays a list of compatible routes. Select a target route from the list using the checkboxes. Click the green copy button to copy the selected stops. The stops are removed from the source route and copied to the target route.
53.	R	Automated pickup monitoring and reporting.	Y - When the angle/proximity switch is engaged and an RFID tag is read during the lift associated with the currently selected call, a countdown timer begins. During this countdown, the driver has the opportunity to record an exception, if necessary, by pressing the Exception button. When the timer has elapsed, the call is confirmed automatically.
54.	R	Support importing route management information from 3rd party providers.	Y - The FleetLink system interfaced with Route Mangement Systems via API's. The FleetLink system will import sequenced route data produced by RouteSmart and provided by the City that is in accordance with the FleetMind Combined Data file format. The improved sequence of stops (optimized routes) is dispatched to the vehicles. In addition to RouteSmart, the FleetLink Route System can also be integrated with other optimization software (such as C2Logix, IIT or our own Safe Fleet Optimization) to import optimized routes, and can be integrated with back-end billing systems, ERP and work order/asset management systems such as SAP, CGI Advantage 360, Accela Code Compliance and ESRI GIS.

		Key Functional Criteria R=Required, I=Important, N=Nice to Have, E=Explore	Response & Rating Y=Fully supported, 3P=With Third Party, C=Customization required, F=Future functionality, N=Not supported
55.	I	Ability to compare planned route vs. actual route driven.	Y - FleetLink Map provides not only real-time vehicle and service verification tracking but also several different views enabling users to track route progress, active alarms and driver activities. The platform provides various search tools to research customer service events, planned service events, service exceptions, etc. Once completed, routes can be replayed with detailed truck breadcrumb trails. FleetLink Map also allows for the display of various layers of event data, such as unjustified stops, off-route activities, and cart service verifications
56.	I	Supports multiple vehicle types and grouping features.	Y - Trucks Reference Data defines the purposes of the vehicles used on your routes. Truck types are hard-coded in the RMS. They can be added, deleted, and edited only by authorized RMS users. A Work Group is a collection of vehicles working as a team to complete work assigned to them. From the perspective of the FleetLink Route Management System, a work group can be thought of as an identifier that can be set as a destination of a route.
57.	N	Dynamic assignment and dispatching of daily plan and modification of resource assignments based on real-time conditions.	Y - FleetMind's FleetLink Route System is a set of tools for the creation, manipulation, management of routes, container inventories, geo-zones, and customers. The FleetLink Route System allows the user to import and export routes, customers, containers and reference data, including combined routing information. It also allows for the direct creation/management of detailed customer, routing, geo-zone and container information. Users can create, sequence and manipulate routes, as well as their associated geo-zone boundaries all in real time to adapt to dyanmic changes.
58.	N	Drag and drop scheduling and resource management tools for assignment of routes, drivers, and vehicles.	Y - FleetMind's FleetLink Route System is a set of tools for the creation, manipulation, management of routes, container inventories, geo-zones, and customers. The FleetLink Route System allows the user to import and export routes, customers, containers and reference data, including combined routing information. It also allows for the direct creation/management of detailed customer, routing, geo-zone and container information. Users can create, sequence and manipulate routes, as well as their associated geo-zone boundaries all in real time to adapt to dyanmic changes.
		Safety/DVR	

		Key Functional Criteria R=Required, I=Important, N=Nice to Have, E=Explore	Response & Rating Y=Fully supported, 3P=With Third Party, C=Customization required, F=Future functionality, N=Not supported
59.	R	Live video feed management features, including playback and archiving.	Y - FleetLink Safety Dashboard offers tools to review videos and images recorded by each vehicle, displays all recorded vehicle alarms and events, and enables supervisors to monitor and score driver behavior based on data collected from the DVR mobile units in the trucks. FleetLink Safety Dashboard also offers the ability to "live stream" video from any active vehicle, with visibility from up to eight different camera angles.
60.	R	Track and manage incidents, including alarms, driver scoring, driver behavior, etc.	Y - FleetLink Safety Dashboard offers tools to review videos and images recorded by each vehicle, displays all recorded vehicle alarms and events, and enables supervisors to monitor and score driver behavior based on data collected from the DVR mobile units in the trucks. FleetLink Safety Dashboard also offers the ability to "live stream" video from any active vehicle, with visibility from up to eight different camera angles.
61.	R	Track training and coaching events.	Y - Behaviors Summary Report enables supervisors to review a summary of behaviors broken down by driver. Events can be tracked by specific date or date range.
62.	R	Ability to record stop location data that includes GPS date, time, location stamp, and address.	Y - Drivers can enter a call note or take a picture during a lift to document exceptions and extras.
63.	R	Utilizes SDHC cards or other solid-state storage device(s) for in-vehicle storage of videos (capable of at least 12 continuous hours).	Y - The FleetLink Safety Dashboard portal allows authorized users to review the archived full-day video recordings from past days (7-20 days depending on video quality setting selected), to investigate incidents or complaints. Any videos/pictures captured from vehicle collision incidents (as flagged and recorded by the built-in G-shock detector) are displayed for the entire fleet, along with vehicle alarms associated with unsafe driver behaviors (hard braking, tailgating, speeding, etc.). Supervisors can review and score driver behavior, and schedule and track safety training and reviews.
64.	I	Ability to loop/recycle video when storage is full (e.g. if storage is full, new video capture will overwrite the oldest capture).	Y - FleetLink Vision+ automatically overwrites previously stored video when it reaches storage capacity. Video snippets that have been triggered by defined events such as g-force, speeding, hard braking, tailgating, etc., are sent to the FleetLink suite of back-office applications and stored in the cloud. Their storage is not affected by local hard drive capacity.

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65.	R	Functionality to support at least 8 user defined triggers to engage DVR coverage as well as snapshots.	Y - FleetLink Safety Dashboard allows Alarms view displays a list of all vehicles that have generated alarms, for example, speeding, hard braking, and excessive idling. Selecting an alarm from this view displays a pop-up window comprising a map area with an icon representing the vehicle's coordinates when the alarm was generated. These alarms are configured based on customers decisions.
66.	R	Ability to manually or automatically (by user- defined triggers) initiate the capture and retention of videos, and still images (snapshots) on the vehicle's storage device(s).	Y - FleetLink Safety Dashboard offers tools to review videos and images recorded by each vehicle, displays all recorded vehicle alarms and events automatically triggered or select manually, and enables supervisors to monitor and score driver behavior based on data collected from the DVR mobile units in the trucks. FleetLink Safety Dashboard also offers the ability to "live stream" video from any active vehicle, with visibility from up to eight different camera angles
67.	I	Full video surveillance support.	Y - FleetLink Safety Dashboard offers tools to review videos and images recorded by each vehicle, displays all recorded vehicle alarms and events, and enables supervisors to monitor and score driver behavior based on data collected from the DVR mobile units in the trucks. FleetLink Safety Dashboard also offers the ability to "live stream" video from any active vehicle, with visibility from up to eight different camera angles
68.	R	All recorded videos, images, and audio must be able to be archived for at least 30 days.	Y – We have proposed the 2TB DVR solution for each vehicle in the proposal, all will have the capability to archive video/photos for at least 30 days based on the total number of cameras installed as well as selected display configuration. We have also included the industry standard DVR solution. The pricing is in the optional peripheral section of the proposal. This solution does allow for downloads of video and still images which can be stored/archived as desired. *Audio recording is not supported.
		GPS/AVL	
69.	R	Ability to maintain accurate real time and historical position/location information of vehicles, including latitude, longitude, and elevation to within	Y - This web-based interface allows the user to look at the real-time position of every vehicle in a division, drill down to specific routes or vehicles, display alarms, driver activities, service events, planned route, etc... Various views are available to analyze route progress, replay a route, search for events related to a specific

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		5 meters.	address or customer by name, etc. Data can be refreshed as quickly as 30 seconds. Route replay can use data with a granularity down to 5 seconds. The content of the detailed Vehicular Data is based on Software Profiles that are configurable.
70.	R	Ability to track various vehicle telemetry data; e.g. speed, direction, idle time (set durations), PTO, arm movements, g-force events, etc.	Y - Whenever an event is recorded (lift, alarm, driver activity, etc.) the current GPS position, as well as current speed and odometer value, are recorded on the mobile platform and transmitted to the server in real-time. When the mobile system is out of cellular coverage, this data is accumulated and transmitted when the system goes back into coverage acting as a store-and-forward device. The mobile system has a hardware profile that defines all the sensor data that can be retrieved and collected. There is also a software profile that defines which sensor data needs to be saved and at what frequency. This allows the user to collect data with a more granular period and accumulate the data for transmission in batch at a configurable interval.
71.	R	Collect GPS/AVL location data at least every 15 seconds.	Y - Whenever an event is recorded (lift, alarm, driver activity, etc.) the current GPS position, as well as current speed and odometer value, are recorded on the mobile platform and transmitted to the server in real-time. When the mobile system is out of cellular coverage, this data is accumulated and transmitted when the system goes back into coverage acting as a store-and-forward device. On a Configurable period, the mobile system sends a "keep-alive" message to the server that includes the current GPS position, speed, odometer value, and vehicle direction. This period can be configured down to 15 seconds.
72.	R	Capable of archiving and retrieving historical mapping, travel paths, and activity of vehicles.	Y - Detailed Vehicular Data per truck is maintained in the FleetLink Enterprise Database based on the configured retention period (e.g. 6 months, 1 year, 2 years, etc.). This data can be replayed using the route replay feature of FleetLink Map. This feature allows the user to not only replay the breadcrumb of the truck at a selectable speed but also to see the progress of the route and other events simultaneously. Multiple vehicles can be selected for replay.
73.	R	Full support for geo-fencing, including monitoring location, establish arrival/departures, etc. within the user-defined fence.	Y -The FleetLink family of back-office applications is designed to adapt to your existing operation as a starting point and evolve from there. By creating or uploading the geo-zones associated with each route given to your drivers you ensure that your entire

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			City is covered (i.e. usually defined in ArcGIS or equivalent and exported in WKT format). As the FleetLink system learns (i.e. breadcrumbs, confirmations) How the drivers actually run each route the individual stops can be re-sequenced to be subsequently presented exactly how the routes should be run. The FleetLink systems' various reporting and viewing options can then be used to verify that the driver is actually following the plan and via the FleetLink Reports dashboard validate whether operational productivity is being maintained for each route Compared to the past months of executing the routes.
		Service Requests	
74.	R	User interface for customer service staff with real time information, including customer pickups as they occur.	Y - The Service Verification report returns the following results: • Client Address Service code • Client Name/Weight • Vehicle name Lift coordinates (lat./lon.) • Division Expected coordinates (lat./lon.) • Driver name Expected vs. Lift distance Route ID Expected RFID • Sequence Scanned RFID Time Image URLs • Status Use the Service Verification report to: • Log and view customer complaints. • Resolve service and billing disputes. • Analyze route sequencing and density. • Identify long service time
75.	R	Full interface with Harris Advanced CIS.	Y - FleetMind has developed a full suite of application programming interfaces (APIs) enabling programmatic access to vehicle and confirmation information as well as real-time integration with 3rd party software such as enterprise resource planning (ERP), work order management, customer relationship management (CRM) and billing systems such as Harris and and Tyler Munis.
76.	R	Support a dispatcher dashboard to assess route status at a glance.	Y - Fleet Overview: The Fleet Overview menu enables you to view the status of your routes and stops. FleetWeb's Fleet Overview gives you a real-time, at-a-glance view of the completion status of all your routes. From the Fleet Overview's main screen, you can filter your view according to stop type (line of business) and navigate to Vehicle View to view vehicle activity and assignment details.

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77.	R	Work completion functionality with tracking and management of field exceptions.	Y - The Driver Exceptions report displays a summary of exceptions logged by Drivers during a given time period, i.e., all confirmations that have a picture, note, lift note, or an activity code other than first in sequence in the master list.
		Asset/Inventory Management	
78.	R	Capability to track and manage over 100,000 various sized residential and commercial containers.	Y - The system that is being proposed by FleetMind to meet the specifications of this RFP is designed to meet and/or exceed this requirement.
79.	R	Track purchase and maintenance history on containers.	Y - FleetLink Route System is used to manage container delivery and maintenance routes. This allows the users to properly plan the delivery, track the progress, and, most importantly, ensure that the container is associated with a customer at the time of delivery. The accurate association of customer to cart at the proper GPS location is the single most important element of any waste collection operation. Failure to do this association properly at the time of delivery will result in discrepancy reporting by the system and therefore add manual intervention by the user to correct this information afterward.
		Reporting	
80.	R	Indicate reporting tools offered. If 3rd party, list vendor.	Y - The FleetLink Reports application provides operations and performance statistics by tracking your company's most important key productivity indicators. You gain visibility into all information at a macro company level, right down to the individual driver level. This is provided via a web-based dashboard and reporting environment; it supports all modern web browsers. The FleetMind Dashboard works with FleetLink Reports to monitor the KPIs that are important to your business. These can be (but no limited to): • Driver related – such as excess speeds, hard braking, break times, delayed starts, idle times • Customer-related – such as service times, average yards per lift, average lbs. per yards • Route related – such as drive time between stops, time to first stop, number of stops

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			FleetLink reports that allow you to evaluate overall operational efficiency include: • Driver activity • Driver performance • Driver scoring • Fuel consumption • Fleet performance Vehicle reports that allow you to monitor vehicle usage include: • Accidents • Accident graph • Alarms • Fuel tax • Vehicle usage
81.	R	Full performance reporting, including fleet and driver statistics.	Y - FleetLink Reports provides operations and performance statistics by tracking your company's most important key productivity indicators. You gain visibility into all information at a macro company level, right down to the individual driver level. A web-based dashboard and reporting environment, it supports all modern web browsers.
82.	R	Roll-off reporting, including activity, tonnage, usage, refuse, container, etc.	Y - In Industrial mode, FleetLink Mobile supports different service types and their associated work flows: 1. Delivery (service type 1) 2. Relocation (service type 2) 3. Removal (service type 3) 4. Swap (service type 4) 5. Empty and Return (service type 5) 6. Live Load (service type 6) 7. Dig out (service type 12) 8. Wash (service type 13) 9. Liner installation (service type 11) 10. Repair damaged container on site (service type 10) The Driver Productivity Report captures drivers' performance from logon to logoff, broken down into segments. Segments are time intervals triggered by disposals, changes of route, or end of day.
83.	I	Recycling reporting, including reconciliation,	Y - The Daily Work Summary report is a tabbed interface providing summaries and details of work done on a given day. In Route

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		materials comparison,	Details view, all lift-related work is shown, as well as disposal and driver route-select and route-done messages. The Put Out Rate report provides statistics for how many actual lifts are being done versus the number of subscriptions—in effect, how many of your customers' (possibly multiple) bins are being put out for servicing during a given period. This data can be useful in re-evaluating route scheduling, frequency, and sequencing in the interest of reducing operation costs.
84.	I	Yard waste reporting, including tonnage, set- outs, etc.	Y - The Daily Work Summary report is a tabbed interface providing summaries and details of work done on a given day. In Route Details view, all lift-related work is shown, as well as disposal and driver route-select and route-done messages. The Put Out Rate report provides statistics for how many actual lifts are being done versus the number of subscriptions—in effect, how many of your customers' (possibly multiple) bins are being put out for servicing during a given period. This data can be useful in re-evaluating route scheduling, frequency, and sequencing in the interest of reducing operation costs.
85.	I	Search and report on all fields in the database, including user-defined fields, with ability to organize, summarize, sort, and sub-total in a variety of ways.	Y - FleetLink Reports enables you to generate reports for vehicles, drivers or a combination of both with specific date or date ranges. Reports provides an Automated Reports Scheduler that enables you to schedule report generation on a daily, weekly, or monthly basis. The Report Scheduler supports many different filter options, depending on the type of report selected.
86.	R	Search for an account by: Account number, customer name, partial name, partial or full-service address, etc.	Y - The Service Verification report allows you to determine whether service has been rendered at your customers' locations.
87.	I	Ad hoc, self-service queries for end users with wild card search and drop-down lists. Search, sort, set report parameters (e.g. date ranges).	Y - FleetMind provides a variety of ad hoc reports with FleetLink Reports. Reports display initially as a blank form, which enables you to select your report criteria using standard web elements such as date menus, pull-down menus, text fields, and check boxes.
88.	I	Save a query as a report on desktop or to a library in the system.	Y - Below are descriptions of standard reporting tools within FleetLink Reports, however one of the benefits of the FleetLink system is the ability to create any custom report using Web Services to access the data and SQL Reports or Crystal Reports to

		Key Functional Criteria R=Required, I=Important, N=Nice to Have, E=Explore	Response & Rating Y=Fully supported, 3P=With Third Party, C=Customization required, F=Future functionality, N=Not supported
			create any custom report. In addition, the standard reports are flexible in that you can add or remove headings to create custom views. Reports can also be exported into CSV format as a standard part of the system.
89.	I	Modify report templates or standard reports and save new format for use in the future.	Y - FleetLink Reports enables you to generate reports for vehicles, drivers or a combination of both with specific date or date ranges. Reports provides an Automated Reports Scheduler that enables you to schedule report generation on a daily, weekly, or monthly basis. The Report Scheduler supports many different filter options, depending on the type of report selected.
90.	I	Access reports through graphical dashboard display.	Y - The FleetLink Reports dashboard provided by default is an Operations Performance Dashboard that provides a current view of metrics appropriate for each Line of Business (LOB); Residential, Commercial, Industrial. The Dashboard provides a reference point to a rolling 3 months of metrics for each route with a configurable corporate threshold to highlight in yellow or red instead of green.
91.	N	Executive dashboard tailored to each user.	Y - Proactively track KPIs that are important to your business for real-time review. KPIs can be: Driver related – such as excess speeds, hard braking, break times, delayed starts, idle times Customer related – such as service times, average yards per lift, average lbs per yards Route related – such as drive time between stops, time to first stop, number of stops
92.	N	Briefly describe analytical reporting tool to analyze trends, etc. If requires 3rd party, list vendor.	Y - FleetLink Reports enables you to generate reports for vehicles, drivers or a combination of both with specific date or date ranges. Reports provides an Automated Reports Scheduler that enables you to schedule report generation on a daily, weekly, or monthly basis. The Report Scheduler supports many different filter options, depending on the type of report selected. Reports is learned quickly and easily, so you will soon be creating reports and analyzing data with ease.

		Key Functional Criteria R=Required, I=Important, N=Nice to Have, E=Explore	Response & Rating Y=Fully supported, 3P=With Third Party, C=Customization required, F=Future functionality, N=Not supported
93.	I	Drill down from report line item to detail transaction level.	Y - Reports display initially as a blank form, which enables you to select your report criteria using standard web elements such as date menus, pull-down menus, text fields, and check boxes.
94.	I	Monitor and report on user-defined Key Performance Indicators.	Y - The FleetLink Reports dashboard provided by default is an Operations Performance Dashboard that provides a current view of metrics appropriate for each Line of Business (LOB); Residential, Commercial, Industrial. The Dashboard provides a reference point to a rolling 3 months of metrics for each route with a configurable corporate threshold to highlight in yellow or red instead of green.
95.	I	Search on comments fields.	Y – FleetLink Reporting

III. IMPLEMENTATION AND TRAINING SERVICES

Introduction

This implementation and training plan describes the requirements for the supply of the FleetMind Smart Truck Technologies at the City of Columbia (CoC). To fulfill the requirements, this implementation implies and requires the cooperation and assistance of three entities: City of Columbia Solid Waste Utility, City of Columbia Information Technology (CoC IT), FleetMind Solutions, Inc. (FM) Deployment Team. FleetMind shall have no liability for delays in meeting, or failure to meet, obligations set forth in this Agreement if caused by any delay or failure of City, its personnel, or any other person within its control to perform its obligations hereunder or to provide any such cooperation or assistance.

The scope of the project is to implement and maintain a solid waste route management system with GPS, AVL, DVR, and route optimization capabilities on fifty-one (51) of the city's residential and commercial solid waste recycling and refuse trucks, as set forth below.

The scope of the project also includes installation, user training (please refer to section Document Scope for a list of training materials), and activation of the System hardware and software for all 51 vehicles, as set forth below.

The scope of the City of Columbia's implementation and training plan includes the planning, configuration, testing, implementing and transition of the FleetMind hardware and/or software systems to be installed on 51 vehicles identified herein. Please see section Description and Scope for a breakdown of all FleetMind solution component product codes to be deployed as identified in Exhibit B.

Glossary of key terms and acronyms

Acronym	Definition
CoC	City of Columbia
FM	FleetMind Solutions
SLA	Service Level Agreement
GPS	Global Positioning System
AVL	Automated Vehicle Locator
DVR	Digital Video Recorder
OBC	On-Board Computer
RFID	Radio Frequency Identification
RFP	Request for Proposal
API	Application Programming Interface
ASL	Automated Side Loader
FEL	Front End Loader
REL	Real End Loader
CCB	Change Control Board
ISWM	Integrated Solid Waste Management
WBS	Work Breakdown Structure

Deployment Project Resource Plan

- **Project Sponsor** (To be assigned at project start) – The Sponsor's role is to ensure that everyone adheres to the principles outlined in the FleetMind's deployment process with diligence and quality. The sponsor is also available as an escalation point for issues that need to be addressed in priority.

- **Project Lead** (To be assigned at project start) – responsible for the successful deployment of the FleetMind Product Suite. The Project Lead is responsible for planning, creating, and/or managing all work activities, variances, tracking, reporting, communication, performance evaluations, staffing, and internal coordination with functional managers and external coordination with the City of Columbia Project Team and Installation Contractor selection and mandate. The Project Lead will also provide user training as part of his responsibilities.
  The project lead will be assigned to this project for the entire project duration. The percentage of their time will be based on the scope of the project. As the scope of the core project deliverables is

completed, standard support items will be managed by our support team. Any outstanding minor Project deliverables will be managed by the Project Lead.

- **Sr. Business Analyst & FleetMind Product Expert** (To be assigned at project start) – responsible for participating in the CCB as well as contribute his knowledge to help the City of Columbia Project Team integrate the FleetMind System in their daily operations. The Product Mgr. can also be consulted by the City of Columbia project team for other Business level discussions concerning the integration of FleetMind Systems. He may also be provisioning user training and coaching during the Go Live portion of this project. The Project Lead will manage the Sr. Business Analyst & FleetMind Product Expect.
  Resources will be assigned up to 25% of their time to this project primarily during the training and Go Live phases.

- **IT Specialist** (To be assigned at project start) – responsible for supporting the City of Columbia IT Contact to implement all of the FleetMind Server S/W in preparation for the deployment. The IT Specialist will also participate in the interface testing project activities. The Project Lead will manage the IT Specialist.
  The IT Specialist will be assigned 20% of their time to this project primarily during the training and Go Live phases.

- **Data Specialist** (To be assigned at project start) – responsible for working with the City of Columbia route provisioning specialist to gather the required route data as well as all necessary reference data required to configure the FleetLink Route System. The FleetMind Data Specialist will also analyze the service event business data provided by the fleet during the Go Live period to see the final imported route data is as complete and accurate as reasonably feasible. Should this not be the case, he will work with the City of Columbia route provisioning specialist to have the proper adjustments made.
  The Data Specialist will be assigned 25% of their time to this project for the entire project duration.

- **FleetMind Installer Site Lead** (To be assigned at project start) – responsible for overseeing of the FleetMind H/W deployment in the City of Columbia truck fleet as well as ensuring the installations are done per the FleetMind Quality standards. The FleetMind Deployment Specialist will also be the on-site contact for the installation contractors hired by FleetMind for this Deployment. He will also be responsible for providing the installation and troubleshooting training to the designated fleet maintenance staff. The Project Lead will coordinate with the Installer Site Lead.
  The Installer Site Lead will be assigned 100% of their time to this project during the FleetLink Mobile computer installations.

Description and Scope of Work

Stemming from the many deployments FleetMind has completed over the years, the following critical success factors stand out as key success factors for any implementation of the FleetMind Solution, and are therefore obligations of the City hereunder:

- The customer must have a strong empowered and representative project team which has the internal recognition and management support to successfully champion the introduction of the FleetLink mobile DVR and camera system as well as the related internal business process changes within their organization,

- The timely provisioning of vehicle survey and other associated data required per the FleetMind data requirement documentation is critical (if applicable). Any delay in the provision of this data will result in a delay in the completion of the project.

- The IT organization has to be involved from the project Kick-Off and be part of the customer implementations project team

- The customer staff to be trained by FleetMind have to be made available per the agreed training schedule and for the full training session. Re-training to account for either new personnel or existing personnel who did not attend the original training date is not costed out nor covered in this proposal.

- It is highly recommended that from the Go Live phase, the customer management team measure a few selected key performance indicators (KPIs) based on the FleetMind provided business reports to start monitoring for the first month of operation based on the City's current performance objectives. This will clearly indicate the importance for everyone involved that using the FleetMind system on a daily basis is imperative for the daily operations of the Waste Management organization. Then a few more KPIs would be monitored for another month in addition to those originally monitored. This cycle would continue until all KPIs are monitored using the FleetLink Reporting software.

Recommendations and proposal set forth herein are subject to further refinement and mutual agreement of the parties.

In response to the City's RFP, a single-phase approach is recommended for the roll-out of the FleetLink Systems which includes the deployment of 6 commercial vehicles.

Concerning the required user training, the final training dates are usually confirmed during the weekly Project Review Meetings together with the client project team. The training approach proposed (refer to the "Training Plan" section of this document) by the FleetMind Project Manager is a mix of classroom training, hands-on work, and coaching. User training is always planned as close as possible to the Go Live date so that staff will retain as much knowledge as possible when they start using the new FleetLink products.

As part of the training strategy, FleetMind recommends that the customer identify internal Super Users, who would become internal references when it comes to any FleetLink product question or to train new employees such as new drivers without having to call upon FleetMind to do so. FleetMind would provide extra training for these Super Users.

Finally, concerning the approach to transition from a Go Live mode to normal operation mode, FleetMind would propose to manage it in the following manner:

From the City's dispatcher(s) & drivers' perspective (1-2 weeks)

- For the drivers, FleetMind would recommend issuing paper routes for the first few weeks of operations in parallel with the electronic routes being dispatched to the trucks. This would allow for the drivers to get more accustomed to using the new FleetLink Mobile Computers to complete their electronic routes. Experience shows that most of the drivers get a good hang of the system after the first week of regular operations with the help of on-site FleetMind coaching for the first week of the Go Live. After the first few weeks, the FleetMind & City project teams would decide if the parallel mode could be terminated or if it needs to be extended. This process will be followed for each phase.

- As for the Supervisors/Dispatchers, they typically get used to interfacing with FleetMind FleetLink Route System to manually transfer routes that have been automatically dispatched to a defective truck over to a spare truck or any other morning route adjustments within the first week. The challenge for the Supervisors is to learn how to read the FleetLink reports to get an accurate fleet status and to remotely access the truck to take appropriate action whether a driver has logged in incorrectly, not selected his route, etc. The onsite FleetMind coaching during the first week of the Go Live greatly facilitates this learning phase. From the City's Management team perspective (2 to 3 months depending on KPIs to be managed)

- The FleetMind project Business Analyst would work with the City project team to identify a few basic performance KPIs to start monitoring for the first month of operation based on the City's current performance objectives from data provided by the FleetLink Reporting software from Go Live. This would provide management time to understand the reports they are getting from the FleetLink Reporting software. Then a few more KPIs would be monitored for another month in addition to those originally monitored. This cycle would continue until all KPIs are regularly monitored by the City Staff using the FleetLink Reporting Suite.

The final transition of the FleetMind Deployment Project to full operation mode would be done once the "Final Acceptance & Project Closure" milestone would be passed.

Description and Scope / Product Codes

Hardware Components

The hardware scope of this project includes the installation of the following equipment to be acquired by City from a third party and installed by FleetMind on 6 vehicles: (excluding spare systems/parts):

Front Load

Product Code	Product Name	Quantity
VPKG-DVR-2TB	FleetLink DVR – Flat Screen KIT with 2TB SSD	11
VPKG-FEL-ACT	Generic Actuator Switch Package for Front Load Truck	11
VPKG-PICT	On board in-cab camera	11
VPKG-CAM	On Board Camera	44
VPKG-CAM-EXT	Camera extension cable	44
PS-10X	FleetMind Installation – System Configuration	11

PS-27	FleetLink OBC Kit Shipping and Handling	11

Rear Load

Product Code	Product Name	Quantity
VPKG-DVR-2TB	FleetLink DVR – Flat Screen KIT with 2TB SSD	19
VPKG-RESI-ACT	Generic Actuator Switch Package for Resi Truck	19
VPKG-PICT	On board in-cab camera	19
VPKG-CAM	On Board Camera	76
VPKG-CAM-EXT	Camera extension cable	76
PS-10X	FleetMind Installation – System Configuration	19
PS-27	FleetLink OBC Kit Shipping and Handling	19

Roll Off

Product Code	Product Name	Quantity
VPKG-DVR-2TB	FleetLink DVR – Flat Screen KIT with 2TB SSD	9
VPKG-PICT	On board in-cab camera	9
VPKG-CAM	On Board Camera	36
VPKG-CAM-EXT	Camera extension cable	36
PS-10X	FleetMind Installation – System Configuration	9
PS-27	FleetLink OBC Kit Shipping and Handling	9

REL Split Body

Product Code	Product Name	Quantity
VPKG-DVR-2TB	FleetLink DVR – Flat Screen KIT with 2TB SSD	6
VPKG-PICT	On board in-cab camera	6
VPKG-CAM	On Board Camera	24
VPKG-CAM-EXT	Camera extension cable	24
PS-10X	FleetMind Installation – System Configuration	6
PS-27	FleetLink OBC Kit Shipping and Handling	6

Mini Roll Off

Product Code	Product Name	Quantity
VPKG-DVR-2TB	FleetLink DVR – Flat Screen KIT with 2TB SSD	4
VPKG-PICT	On board in-cab camera	4
VPKG-CAM	On Board Camera	8
VPKG-CAM-EXT	Camera extension cable	8
PS-10X	FleetMind Installation – System Configuration	4
PS-27	FleetLink OBC Kit Shipping and Handling	4

Pup Trucks

Product Code	Product Name	Quantity
VPKG-DVR-2TB	FleetLink DVR – Flat Screen KIT with 2TB SSD	2
VPKG-PICT	On board in-cab camera	2
VPKG-CAM	On Board Camera	4
VPKG-CAM-EXT	Camera extension cable	4
PS-10X	FleetMind Installation – System Configuration	2
PS-27	FleetLink OBC Kit Shipping and Handling	2

Spare Parts

Product Code	Product Name	Quantity
VPKG-DVR—Spare – 2TB	FleetLink DVR – Flat Screen KIT with 2TB SSD – No Waste App	4
VPKG-RESI-ACT	Generic Actuator Switch Package for Resi Truck	3
VPKG-CAM	On Board Camera	12
VPKG-CAM-EXT	Camera extension cable	12
VPKG-PICT	On board in-cab camera	5
OHW-100	FleetLink Driver Training Kit Package	1
SM-79BFS	Complete onboard cable and antenna kit. – Flat Screen Systems	3

Server Software and Setup / Recurring Monthly Fees

Product Code	Product Name	Quantity
SAS-MUNICIPAL-RMS	FleetLink Municipal Software monthly License Fee Per Vehicle including support and maintenance: 1- FleetLink Map for tracking and service verification 2- FleetLink Enterprise Server Software 3- FleetLink Reports & Safety Dashboard 4- FleetLink Route System 5- FleetMind API Web Services Interface to third party apps.	51
SAS-Data	Monthly Data Plan	51
SAS-FleetLink Hosting Fee	FleetLink Software Hosting	51

Services Scope

FleetMind will provide the following services for project management, installation, training, and server software and setup:

Product Code	Product Name	Quantity
PS-BASIC-INSTALL	FleetMind Installation – 1 OBC Kit / ECM Truck – Travel and Living extra	21

Product Code	Product Name	Quantity
PS-ACT-INSTALL	FleetMind Installation – 1 OBC Kit / ECM Truck + actuator – Travel and Living extra	30
PS-CAMERA-MULTI	External camera installation (Multiple Camera)	45
PS-CAMERA	Outside Installation (Per Camera)	12
PS-10A	FleetMind Installation – Fleet Surveys – Max 25 per day / 1day minimum	2
PS-10E	FleetMind Installations Verification – Ready for Dispatch – Max 25 per day / 1 day minimum	2
PS-81	Project Manager – 1 Day	5
PS-84-GEO	Deployment Services – Geocoding	3
PS-84-RMS	Deployment Services – RMS Setup	9
***PS-84-ROUTE**	Deployment Services – Route Data Gathering, Analysis and Uploading	3
PS-23	1 Days Onsite Training FleetMind OBC Kits Installation & Refresher and Troubleshooting	2
PS-33	One Day On-Site FleetLink Training	5
PS-Travel	FleetMind Travel Expenses for Professional Services	22
OPKG-HOST	Hosted Route Manager w/FleetLink Server Software Set-up	1
OPKG-100A	FleetLink Server Software License for up to 100 trucks. Route Management System is not included	1

*Our data specialist will work with the City to provision the required route, customer, container, and reference data, including combined routing information. The data specialist will analyze the data and identify any adjustments needed to be made. Once the City has made the necessary data corrections it will be imported into the FleetMind system by the data specialist. Pricing includes two iterations of data loads per dataset as just described. If more iterations are requested by the City, additional professional service fee(s) will be required and shall be agreed upon in writing before conducting the work.

Project Management, production, logistics project work, and training services will be performed by FleetMind staff. For the FleetLink mobile DVR system installation activity, services are planned to be mostly outsourced to FleetMind-certified contractors (under FleetMind supervision).

Documentation Scope

The scope of this project also includes the provisioning of relevant user documentation and training aids to be used in conjunction with the FleetLink products.

Product	Product Name
FleetLink Map	FleetWeb User Guide
FleetLink Reports	FRM User Guide
FleetLink Route System	RMS User Guide
FleetLink Safety Dashboard	Safety Dashboard User Guide
Installation Guide	Installation and Troubleshooting Guide
Driver Quick Reference Cards	Driver's cheat sheet for RESI and COMM
Supervisor Training	Supervisor Training Guide

Product	Product Name
FleetLink Mobile	Driver Training Guide

Optional peripheral items (subject to additional mutually agreed fees):

Product	Product Name	Quantity
VPKG-DVR	FleetLink DVR – Flat Screen KIT	1
VPKG-DVR-SPARE	FleetLink DVR – Flat Screen KIT – No Waste APP	1
VPKG-RFID	RFID Reader Package	1
VPKG-SSV9-KIT	RVS SSV9 DVR Kit with 128 GB SD Card – U Shape Bracket + 3 Cams	1

Work Packages and Development Works

The Project Lead will be responsible for facilitating the work package definition, sequencing, and estimating duration and resources with the project team. The Project Lead will also create the project schedule and validate the schedule with the project team, stakeholders, the project sponsor and the City of Columbia Project Responsible. The Project Lead will obtain schedule approval from the project sponsor and baseline the schedule.

The project team is responsible for participating in work package definition, sequencing, duration, and resource estimating. The project team will also review and validate the proposed schedule and perform assigned activities once the schedule is approved.

The project sponsor will participate in reviews of the proposed schedule and approve the final schedule before it is baselined.

The City of Columbia Project Manager Responsible and the FleetMind project stakeholders will participate in reviews of the proposed schedule.

FleetMind Project Initiation

Inputs:	• Formal PO issued by CoC • Complete Fleet Survey provided by CoC
Activities:	• An internal work order will be issued to initiate the new Deployment Project. • As part of the Project Initiation, a handoff meeting will be held between the responsible Sales Executive, the Senior Director of Operations and the Deployment Project Lead. During this meeting, the Project Lead is informed of the final customer project contact, the particularities of the project as well as the business objectives the customer expects to achieve by introducing the FleetLink System to its fleet.
Outputs:	• Kick-Off meeting completed • First minutes/action item list for the project • Agreement on the communication plan (sharing repository for documents exchange/minutes responsibility/information distribution / regular meetings frequency, etc.) • Agreement on the current version of the project schedule • A meeting scheduled to review data requirements • A meeting scheduled to review how FleetMind API web services can be used to enable third-party software integration with the FleetMind system (if integration is in-scope) • CoC PM to get the fleet survey updated (if applicable) • Formalizing the project contact list

FleetLink Server Deployment

Inputs:	• Trucks list From CoC • Final fleet survey from CoC • CoC login credentials for users • Customer, Routing and Reference data from CoC
Activities:	• FleetMind to set up the cloud-hosted Production server and Test server environments. • To verify routes data provided by CoC • CoC to make necessary routes data corrections as required by the FM data specialist • Routes geocoding activity as required • To upload the routes data into the database when vetting process is completed
Outputs:	• The installation and configuration of the all FleetLink server components. • To create and configure all involved trucks profiles on the server in preparation for the hardware installation activities.

FleetLink Mobile Deployment in the CoC Fleet

Inputs:	• Availability and readiness of all CoC trucks (Up to 25). • Data plan activated by CoC • Equipment received on site • Server setup completed • All routes data loaded • FM installation contractors secured
Activities:	• To decide the proper location the OBC for each truck chassis type. This activity has an important safety implication so the active participation of the decision-making project stakeholder for the CoC is required to make the final positioning decision • To install all hardware • Final configuration and post-installation verification activities
Outputs:	• Completed installation and post-installation Ready for Dispatch status verification report.

FleetMind Training on the FleetLink Products

Inputs:	• Completed installation • Servers are ready and all routes data uploaded • Agreed on training schedule • CoC staff available for training
Activities:	• FleetMind to provision users training • Actual client data and routes can be used as part of the training with the dispatchers and the CoC management staff
Outputs:	• CoC operations staff and management team are trained to use FleetMind Products

Go Live to Project Closure Customer Coaching

Inputs:	• Training completed • All trucks ready for dispatch • All routes confirmed to be dispatching
Activities:	• On-site coaching during user training week and remote coaching subsequently • FleetMind to provide support in analyzing routes service verification data with CoC routes provisioning team to help vet the routes loaded in RMS
Outputs:	• CoC trained to use the system • To prepare for the project closure and the handover process to the FleetMind Support Team

IV. PROJECT MANAGEMENT

Project Approach

The FleetMind Project Management approach will be one of collaboration with the City of Columbia Project Team with the objective of successfully implementing the FleetMind FleetLink System within the agreed-to project schedule & budget for the City to achieve their operational objectives. The FleetLink System Implementation for the City of Columbia will be structured in the same way as for our previous FleetLink System municipal deployments. Each phase of the project (if applicable) will be built around the following seven (7) work packages per our current project methodology as applicable.

During the execution phase, the project will progress through milestones marking the end of each work package. When the project is ready to close a Milestone, closure readiness will be reviewed at the next weekly project review (please refer to the Communications Management Plan section) together with the City's Project team. The City of Columbia decision-making stakeholders need to be present for these meetings. The Milestone decision will be documented in the meeting minutes. These regular project reviews will also provide regular and frequent opportunities to identify and deal with any risks or issues during the course of the project.

Schedule and Milestones

The chart below lists the major project milestones for the project as defined by FleetMind.
The project schedule and milestone dates for this project will be managed within Microsoft Project. The Project Lead will communicate any approved changes to these milestones or dates to the FleetMind project team. The Project Lead shall also advise the Project Team for the City of Columbia of any scheduling delays impacting the project Milestones.

Milestone	Deliverable(s)	Description of Milestone / Completion Criteria
#1 – Project Initiation Completed	• Complete fleet survey provided by the CoC, Route Data Requirements spreadsheet provided to CoC project team, • Kick-Off Meeting Minutes	• Proposed project schedule vetted with CoC project team at Kick-Off, • Project Kick-Off was held • Acceptance of the meeting minutes by the CoC project team will constitute final acceptance of this milestone
#2 – FleetMind Cloud Hosted Test and Production Servers Environment Ready for Dispatch	• Both Test and Prod servers ready • Final combined data provided to FM by the CoC Project team, • FM Server Application Suite Installed and Configured • Truck Profiles created for all Trucks	• Servers environments deployed
#3 – Production & Procurement Activities Completed for up to 25 kits	• FleetLink OBC H/W kits with all peripherals	• Confirmation by the CoC project team that the equipment has been received will constitute an acceptance that this milestone has been completed.
#4 – FleetMind Equipped Trucks Are Ready for Dispatch	• Installations have been completed and trucks are ready for dispatch • Final Installation Report	• FleetLink Mobile systems are installed on the designated trucks and are ready now to receive any electronic routes dispatched from the FleetLink RMS. • CoC Team have accepted the installation for each truck
#5 – Provide users training	• User training guides provided to CoC • Users training provided	• Training and training materials delivered to the CoC
#6 –Acceptance & Project Closure	• System fully implemented, training and coaching provided	• All FleetMind project deliverables and services have been completed with CoC sign off. • CoC Integration (Third-Party Software) to FM completed and accepted (If applicable).

This space has been intentionally left blank.

Risks and Constraints

The risks and constraints listed herein are based on FleetMind's years of experience in deploying its solution to its customers. The list is not exhaustive and Impacts are estimates only.

Risk #	Description	Probability	Impact	Proposed Risk Mitigation
1	Delay in getting correct route data in time for Go Live	High	1 – 3 months of delay to the project timeline	FM will go through the data requirement specifications with CoC project team FM will remain available to coach customer through its route data gathering
2	Late truck delivery if CoC included new trucks being manufactured in project	High	1 to 4 months of delay to the project timeline	CoC needs to provide realistic projects dates to allow accurate FM installation scheduling
3	CoC needs more time to review/adjust internal business processes considering the introduction of the FleetMind solution	Medium	Longer Go Live operationalization period for the CoC.	FM project team will review business processes with the CoC during route data gathering and as part of the preparation for the user training
4	Fleet Survey is incorrect	High	Delay in the H/W installation	FM Lead will review the fleet survey for completeness On-site fleet survey by FM tech recommended
5	Low presence of operational team within the project team	Medium	Longer Go Live operationalization period for the customer	Customer project team needs to include full representation of the operations team

Schedule Baseline

As mentioned previously in this document, the project schedule is built around the same seven work packages FleetMind uses for all its deployment projects.

Schedule of Performance

The project's schedule performance is noted by both the status of individual activities and milestones. Start/end dates for each activity in the project and the dates when milestones are reached are always recorded.

Assessing the project's schedule status by comparing actual activity start/end dates and actual milestone dates to their planned dates.

As a best practice, schedule of performance is to be monitored as part of the joint weekly project review meeting.

Project Baseline

Project schedules for the FleetMind deployment project – City of Columbia will be created starting with the deliverables identified in the project's Work Breakdown Structure (WBS). Activity definition will identify the specific work packages, which must be performed to complete each deliverable. Activity sequencing will be used to determine the order of work packages and assign relationships between project activities. Activity duration estimating will be used to calculate the number of work periods required to complete work packages. Resource estimating will be used to assign resources to work packages in order to complete schedule development.

Once completed the project schedule is created, the project team and any resources will review it while tentatively assigned to project tasks. The project team and resources must agree to the proposed work package assignments, durations, and schedule. The project schedule is then reviewed by the FleetMind Project Sponsor, approved and base-lined prior to being presented to the City project team. The FleetMind Project Manager will maintain the schedule as an MS Project Gantt Chart.

Change Management Plan

Any proposed changes to the schedule will follow FleetMind's change management process. If established boundary controls may be exceeded, a change request will be submitted to the Project Lead. The Project Lead together with the FleetMind project team will determine the impact of the change on the schedule, cost, resources, scope, and risks. If it is determined that the impacts will exceed the boundary conditions, then the change will be forwarded to the FleetMind Project Sponsor for review and approval. The FleetMind boundary conditions are for this project will be:

- Proposed change causes delay on a FleetMind deliverable
- Proposed change costs more than 1 day of effort to the Project
- Proposed change implies unplanned T&L costs
- Proposed change adds new functionality to the FleetLink Mobile Software Application Suite
- Proposed change requires modifications to the FleetLink Mobile H/W platform

If the FleetMind Project Sponsor approves the change then the Project Lead will present a quote to the City of Columbia Project Team for their approval. Upon acceptance, the FleetMind Project Lead will update the schedule and all documentation and communicate the change to all stakeholders in accordance with the Change Control Process to implement the change.

The following steps comprise Fleetmind organization change control process for all projects and will be utilized on the FleetMind deployment project – City of Columbia:

Step #1: Identify the need for a change (Can be submitted by any authorized member be the City of Columbia Project Team or FleetMind Stakeholder).
The requestor will fill in the change request form (FleetMind Change Request Form) and send it via email to the FleetMind project lead. The form will also be stored in a shared repository.

Step #2: The FleetMind Project Lead will maintain a log of all change requests for the duration of the project using the reporting feature of the Salesforce CRM application.

Step #3: Conduct an evaluation of the change (FleetMind Project Director, FleetMind Product Mgr., Project Technical Director & the Requestor). The Project Lead will conduct an evaluation of the impact of the change to cost, risk, schedule, and scope.

Step #4: Submit the change request to Change Control Board (CCB) (Project Director)
The Project Lead will submit the c"ange'request and analysis to the CCB for review. The FleetMind CCB consists of the CEO & the COO.

Step #5: Change Control Board decision (CCB)
The CCB will discuss the proposed change and decide whether it will be approved based on all submitted information.

Step #6: Implement change (FleetMind Project Director)
If a change is approved by the CCB, the Project Lead will update and re-baseline project documentation as necessary as well as ensure any changes are communicated to the team and stakeholders. If the City of Columbia Project Team requested the change, the Project Lead will communicate the results of the FleetMind CCB. If a PO is required to proceed with the change, the request will be made before proceeding with the implementation of the requested change.

Training Plan

The FleetMind Training Plan is tailored to cater to the Drivers, the Dispatchers, the Management Staff which monitors the fleet performance and the selected maintenance staff which are expected to keep the FleetMind Mobile System operational at all time. In that light the training courses are as follows:
FleetLink Mobile Driver Training

- The driver training walks the driver through every work panel the FleetLink Mobile SW application will present to them each day. The course audience is the drivers, their supervisors and it is recommended that the dispatching staff participate as well as they often are the driver's first support person should they have any questions or issues concerning the usage of the FleetLink Mobile Computer.

- The course duration is typically 1.5 hours depending on the number of participants. Given the number of drivers to train the classes should be organized around the different lines of businesses (LOB) so the drivers learn only what they will be using for the LOB they work in.

- The venue required to present this course is a classroom setting equipped with a big screen monitor visible by all class participants so the FleetMind Training can connect to it via a client-

supplied preconfigured workstation, which can establish a VNC connection to a remote test environment. This will allow the Training to dynamically demonstrate the different interactions the drivers should expect to have with the onboard computers.

- Each Participant will have a PowerPoint presentation document containing the screenshots as presented by the Trainer on the live system to follow the course as well as a Quick Reference Card they can use later as a reminder of key steps during their day in case they forget.

FleetMind Reports Suite

- The courses teach the participants how to use the FleetLink FRM Reports for historical reports, the FleetLink Map real-time map-based reporting tool as well as the FleetLink Safety Dashboard used for video management. Therefore, the trainer will go through each report type that the FleetLink Reports and FleetLink Map solutions offer.

- This course target audience for this class is the City Supervisors & Managers, which are expected to monitor daily fleet performance KPIs, and those monitoring the longer-term performance KPIs.

  The course duration is typically 2 hours depending on the number of participants and the level of interaction the group generates with the FleetMind Trainer.

- The venue required to present this course is a classroom setting equipped with a big screen monitor visible by all class participants so the FleetMind Training can connect to it via a client-supplied preconfigured workstation, which has access to the City's FM Server Environment. This multimedia setup will allow the trainer to have access to actual live customer data during the Go Live phase of the Deployment Project. The use of actual fleet data and its live interpretation by the class participants is a powerful learning enabler. The participants will quickly understand how the tools being presented can practically be used as part of their daily tasks.

- The format of the course is demonstrative so there are no course PowerPoints. However, user guides are provided as part of the Deployment Project for easy reference.

FleetLink Route System & Reporting Training

- The course is meant to show Dispatchers how to use FleetLink Route System and how to accomplish all their typical dispatching tasks. As part of the course, the Trainer covers the following topics and workflows:

  - Overview of the FleetLink Route System
  - Review or the Route Reference Data
  - Creating & Assigning Routes to Trucks
  - Creating Temporary Routes to handle Statutory Holidays, Route Transfers between trucks, etc.
  - Closing Routes at the End of Day
  - Dispatching Residential, Commercial and Roll Off Assignments
  - Creating on-demand Assignments for Residential, Commercial and Roll Off

- Using the Statuses Provided by the FleetLink Route System

- The FRM Reports and FleetWeb Reports will also be presented to the Dispatchers with emphasis on the report panels they would need to use for daily monitoring and real-time truck positioning purposes.

- The course duration is 6 to 8hrs (including coaching time during the Go Live week) depending on the number of participants and the level of interaction the group generates with the FleetMind Trainer. FleetMind does recognize the importance that the dispatchers are able to carry out their tasks in a timely manner during the introduction of the new FleetLink Route System.

- The venue required to present this course is a classroom setting equipped with a big screen monitor visible by all class participants so the FleetMind Training can connect to it via a client-supplied preconfigured workstation, which has access to the City's FM Server Environment. A training PowerPoint is provided to the class participants and a full FleetLink Route System User Manual is delivered as part of the Deployment Project.

Installation & Troubleshooting Training

- The objective of this training is to enable the participants to understand what each H/W component of the FleetLink Mobile system or used for and how to install them. The Trainer will provide a system overview as part of the training but the focus in this course is clearly the truck-related aspects of the FleetLink Mobile system.

- Based on our experience, FleetMind recommends that the target participant should be selected for his/her sincere interest to learn about and work with the computer and electrical aspects of the FleetLink System maintenance.

- The course duration is between 6 to 8hrs, as the participants will have to do at least one full installation of a FleetLink Mobile system under the supervision of the FleetMind Trainer. The venue is typically in the maintenance area with easy access to the different truck chassis types, which make up the City's fleet for demonstration purposes. Also, as the maintenance staff is often very busy, it is important the client carefully plan the participant's course participation to ensure full participation to take full advantage of this training.

Communications Management Plan

This Communications Management Plan sets the communications framework for this project. It will serve as a guide for communications throughout the life of the project and will be updated as communication requirements change. This plan identifies and defines the roles of FleetMind and the City of Columbia project team members as they pertain to communications. It also includes a communications matrix, which maps the communication requirements of this project, and communication conduct for meetings and other forms of communication. A project team directory is also included to provide contact information for all stakeholders directly involved in the project.

The Project Lead will take the lead role In ensuring effective communications on this project. The communications requirements are documented in the Communications Matrix below. The Communications Matrix will be used as the guide for what information to communicate, who is to do the communicating, when to communicate it, and to whom to communicate.

Communication Type	Description	Frequency	Format	Participants / Distribution	Deliverable	Owner
Weekly Status Report	Email summary of project status	Weekly	Email	City of Columbia Project Lead, FM Project team and Sponsor, Stakeholders	Status Report	FleetMind Project Lead
Weekly FleetMind Internal Project Team Meeting	Meeting to review action register and progress of project activities	Weekly	In Person	FleetMind Project Team	Updated project Action Register & Timeline	FleetMind Project Lead
Weekly City of Columbia / FleetMind Project Review	Meeting to review action register and progress of project activities	Weekly	Conference Call or in Person	FleetMind & City of Columbia Project Teams, FM Project Stakeholders	Updated project Action Register & Timeline	FleetMind Project Lead
Project Major Milestone Reviews	Present closeout of project phases and kickoff next phase	Milestones	Conference Call or in Person	Project Sponsor & Stakeholders, FleetMind & City of Columbia Project Lead	Minutes of Decision(s), Project Phase Kick Off or Closure Presentation Material	FleetMind Project Lead
Technical Reviews	Review of project requirements & technical issues requiring FM Engineering involvement	As Needed	Conference Call or in Person	As needed	Technical Document	FleetMind Technical Lead

Communications Conduct

Meetings: The Project Manager will distribute a meeting agenda at least 1 day prior to any scheduled meeting and all participants are expected to review the agenda prior to the meeting. Meeting minutes will be distributed no later than 24 hours after each meeting is completed.

Emails: All emails pertaining to the project should be professional, free of errors, and provide brief communication. Emails should be distributed to the correct project participants in accordance with the communication matrix above based on its content. All attachments should be in one of the organization's standard software suite programs and adhere to established company formats. If the email is to bring an issue forward then it should discuss what the issue is, provide a brief background on the issue, and provide a recommendation to correct the issue. The Project Leads for the City of Columbia and FleetMind projects should be included in any email pertaining to the FleetMind deployment project – City of Columbia.

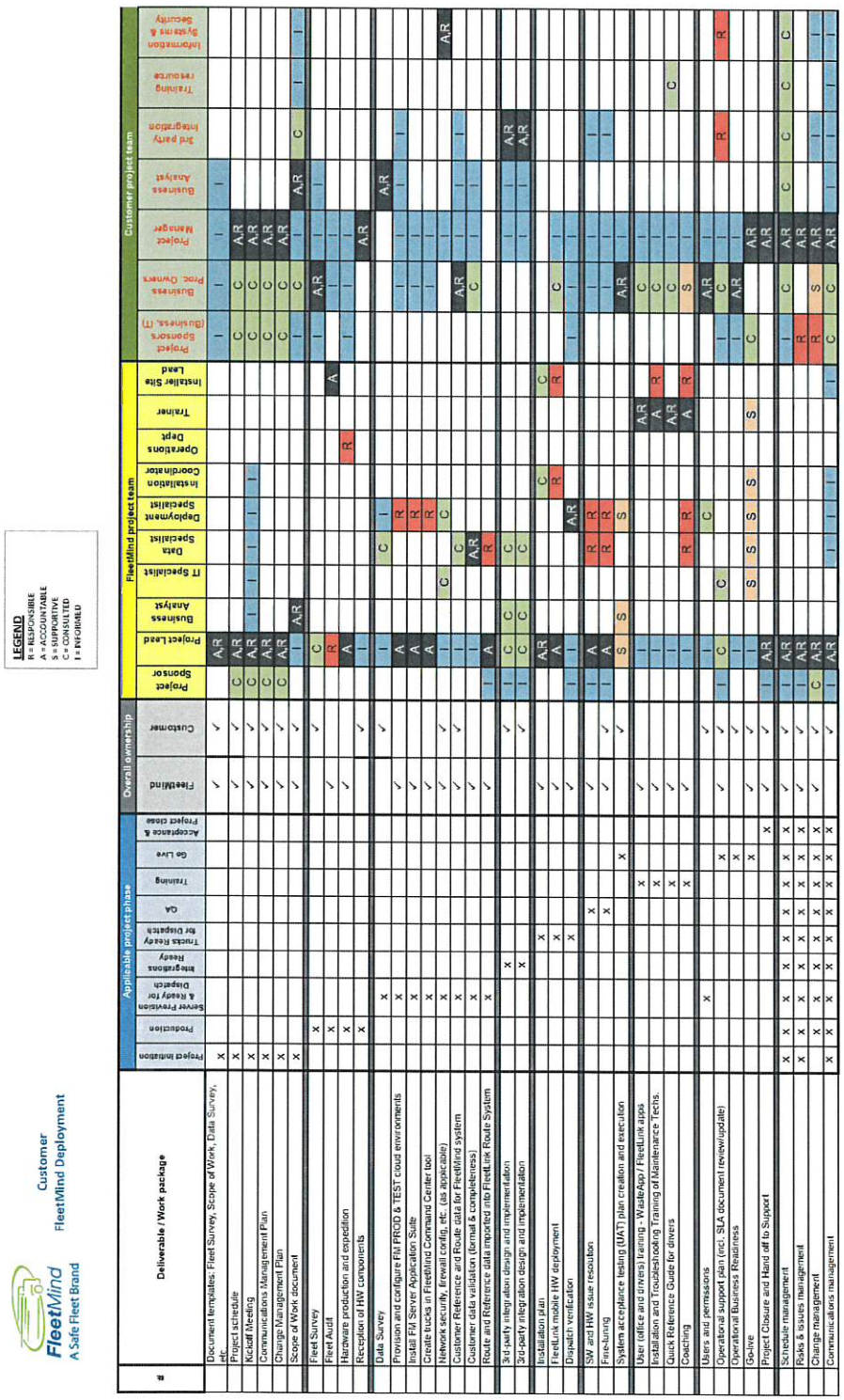
Informal Communications: While informal communication is a part of every project and is necessary for successful project completion, any issues, concerns, or updates that arise from an informal discussion between team members must be communicated to the respective Project Lead s so the appropriate action may be taken.

This table sets out the parties' respective obligations and a proposed timeline

Quality Management Plan

All members of the FleetMind project team will play a role in quality management. It is imperative that team ensures work is completed at the adequate level of quality from individual work packages to the final project deliverable. The following are the quality roles and responsibilities for this Project:

The Project Sponsor is responsible for approving all quality standards for the FleetMind Project. The Project Sponsor will review all project tasks and deliverables to ensure compliance with established and approved quality



standards. Additionally, the Project Sponsor will sign off on the final acceptance of the project deliverable prior to it being delivered to the City of Columbia Project team.

The Project Lead is responsible for quality management throughout the duration of the project. The Project Lead is responsible for ensuring all tasks, processes, and documents are compliant with the FleetMind quality standards. The Project Manager will work with the FleetMind Management team to establish acceptable quality standards. The Project Lead is also responsible for communicating and tracking all quality standards to the project team and stakeholders.

The remaining member of the project team, as well as the stakeholders, will be responsible for assisting the Project Lead to ensure that all quality standards are met and communicate any concerns regarding quality to the Project Director.

As such, as part of FleetMind's approach during the course of the project, FleetMind business processes and methodologies include quality verification through the work executed to deliver our deliverables to our customers.

- FleetMind custom integration development activities include a thorough review of the interfacing requirements with the customer to ensure proper understanding of each requirement before development work begins. Once the development work is completed, the solution is tested using automated unit testing combined with joint FleetMind/customer integration, use case, and user acceptance testing to ensure all requirements have been met.

- For the existing FleetMind Products being deployed during this project, an acceptance testing document will be jointly developed which would be designed for the final complete solution acceptance once the system is fully deployed.

- As part of the route data provisioning phase, FleetMind will review and discuss its findings based on past experience with other customers to assess its integrity and completeness. We expect a lot of time will be spent on vetting the route data with the City project team.

- As part of the FleetMind Server configuration procedure the following verifications are done to ensure the setup is correct:

    - To verify the end-to-end communication between the server and mobile to certify its completion the FleetMind IT specialists configures a test truck-based using a test FleetLink Mobile onboard computer system at FleetMind and configures test routing data in the FleetLink Route System on the newly configured server. The test route is then dispatched to test truck located to verify server to mobile communication is correctly flowing through the City's data center firewall. This procedure is also done directly with an installed FleetLink Mobile computer if available at the time of the testing.

    - To verify the reports have been properly deployed, the IT specialist will log into the application to verify correct accessibility and that the correct City of Columbia mapping info is presented. Further verification is done by the FleetMind Project Lead during the first days of Go Live leading up to the

System Acceptance Test to ensure the expected data is being reported on each of the available application windows.

- To verify if the FleetLink Route System is properly deployed, the FleetMind data specialist for the project will do an initial customer data import and verify that the FleetLink Route System is properly configured.

- Finally, as part of the first few days of Go Live, while on-site, the FleetMind Project Lead will work with the different FleetMind products to ensure the configurations and functionality works as it should.

Furthermore, the above-mentioned business process/activities use the following tools and templates to ensure a rigorous application of these proven FleetMind Deployment processes:

- **FleetMind Server Monitoring** – Each FleetMind Server Application Suite installation includes the Alchemy system monitoring application which manages predefined system alarms to monitor the FleetMind Server environment operations.

- **Sample reference data spreadsheet** – these will be used to help the City of Columbia provide the existing routing & route attribute information in the right format for import into the FleetLink Route System.

- **FleetLink Command Center** – This tool is used by the FleetMind System Administrator to configure each truck defining its purpose, its name, its network configuration, hardware profile (cameras, RFID, automation hardware, scales, etc.) as well as alarm requirements to be monitored by the FleetLink Mobile.

- **A VNC client** is part of the basic FleetLink Mobile onboard computer as a tool to remotely access each truck during the installation activities and the Go Live for remote access to update S/W, change a configuration or the support drivers, which may have difficulties during the initial days of Go Live. The City of Columbia can also use this tool for the same purpose as well as for training and evaluation of the driver's performance.

- **Installation and Ready for Dispatch Verification** Report – this standard spreadsheet is set up for the installation team to report their progress as well as any issues stemming from the Ready for Dispatch Verification activity to the FleetMind Project Lead during the truck installation phase.

V. SUPPORT AND SERVICE LEVELS

BACKGROUND

Customer pays regular subscription fees to FleetMind in return for the right to use the mobile application software and the web-based management applications, and in some cases, mobile data plans, and to receive ongoing support and maintenance from FleetMind. Continued access to these applications, mobile data plans, and ongoing product support and maintenance is contingent upon the timely payment by Customer of subscription fees owing.

ORGANIZATIONAL RESPONSIBILITIES

CUSTOMER RESPONSIBILITIES

FleetMind's obligations regarding Services are subject to the following:

1. Customer ensures the proper operation of the FleetLink system as it was intended to be used.
2. Customer is solely responsible for the use of the FleetLink system by its personnel and shall properly train its personnel in the use and application of the FleetLink system.
3. Customer contacts FleetMind Customer Support as the first point of contact for issue resolution, questions about system functionality, configuration management requests, and Return Material Authorization (RMA) requests.
4. Customer shall promptly report to FleetMind all problems or any issues affecting the proper operation of FleetMind hardware or software (e.g., routes not dispatching, mobile data plan issues, application issues, unresponsive vehicle hardware, etc.) in accordance with the FleetMind Response Time Service Levels (described in Table 1) and shall implement any corrective procedures provided by FleetMind reasonably promptly after receipt.
5. Customer provides FleetMind Customer Support with a valid email address for update and resolution notification purposes.
6. Customer makes vehicles available for issue investigation, troubleshooting, and routine maintenance.
7. Customer provides responsive and timely (per issue priority) local, hands-on assistance to remote FleetMind support specialists to provide issue clarifications, help troubleshoot, and confirm closure upon resolution of reported issues. If local technical assistance can't be provided, on-site visits can be scheduled according to FleetMind's current fee schedule.
8. Customer informs the FleetMind Customer Support team at least one (1) week prior to performing self-installation or migration of the FleetLink hardware from one vehicle to another. Such activities shall involve intervention by FleetMind personnel to properly modify the FleetMind system configuration so that newly equipped vehicles are ready for route dispatching.

9. Where Customer provides mobile data connectivity, it configures a static public IP address for each device, allowing FleetMind support specialists to access mobile units remotely.
10. Where Customer provides mobile data connectivity, Customer informs FleetMind of changes to mobile data plans within five (5) days of such changes. (E.g., after receiving a replacement unit, it is Customer's responsibility to activate the device with the mobile service provider (carrier).) Where such information has not been provided by Customer, FleetMind is unable to guarantee that the device will work properly with the selected carrier.
11. Customer's technical contact cooperates to enable FleetMind to deliver the solution and provides accurate and complete data in a timely and organized fashion as requested by FleetMind in the support of the solution.
12. Customer creates email contact groups for each of the roles described in Table 2 and updates them promptly to reflect changes to its personnel.
13. Customer has dedicated resources available to work 24x7 on Severity 1 issues and available resources during normal business hours for any other reported cases.
14. After requesting an RMA for defective equipment, Customer promptly returns defective equipment to FleetMind. If defective equipment is not received within thirty (30) days of the date of issuance of an RMA, Customer agrees that FleetMind shall invoice it for the cost of the replacement equipment.
15. When an RMA is returned from FleetMind to Customer, Customer ensures that the returned unit is installed in the same vehicle it was originally deployed in. Alternatively, if the unit is to be installed in a different vehicle, Customer informs FleetMind at least three (3) days in advance of the scheduled installation date to ensure that the unit can be scheduled for reconfiguration, if necessary, with the assistance of FleetMind Customer Support.
16. Customer contacts the FleetMind Sales team by telephone at +1-888-639-1666, extension 2755, or via email at sales@fleetmind.com to order spare parts.

For self-hosted environments, FleetMind's obligations are subject to the following:

1. Customer ensures that its server computing environment is compliant with current FleetMind information technology (IT) requirements as described in "2020 Customer-Hosted IT Platform Requirements". Documentation available upon request.
2. Customer provides remote access to the customer-hosted FleetMind server environment for software support and maintenance activities.
3. Customer enables internet-based file transfer capabilities (i.e., FTP, S/FTP). Failing that, Customer enables access to cloud-based storage solutions (i.e., Dropbox, Microsoft OneDrive).

FLEETMIND RESPONSIBILITIES

The FleetMind Customer Support team will be responsible for:

1. Acting as FleetMind's first point of contact with Customer for resolving issues, modifying system configurations, providing clarifications on product usage, requesting information, ordering spare parts, requesting product changes, and other activities.
2. Resolving any reported issue per the service levels described below.
3. Coordinating updates to mobile application software with Customer's operations team to arrange for vehicle availability and to minimize unforeseen impacts.
4. Verifying reported issues and determining whether hardware components should be replaced or repaired.
5. Providing Return Material Authorization (RMA) case numbers for any hardware that needs to be returned to FleetMind for repair or replacement.
6. For cloud-based solutions only, maintaining the server computing environment that hosts FleetMind's web-based management applications and ensuring that it remains in accordance with the FleetMind IT Infrastructure Requirements at all times. This includes provisioning and managing the storage space required to meet contracted service data retention requirements and provide for recovery capabilities.

CONTACT INFORMATION AND ESCALATION POINTS

Customer contact information

Table 2: Contact information and escalation points

Role	Contact name	Contact phone number	Contact email group address
Office Manager			
Escalation Point			
IT Support			

FleetMind contact information

- **FleetMind Customer Support** is the main point of contact for support inquiries. For all other inquiries, including the ordering of spare parts, please contact sales@fleetmind.com.

- Regular hours of operation are 8:00am to 10:00pm Eastern Time, Monday through Friday.
  - Please note that after-hours support is meant to resolve Severity 1 operational issues only. It is not meant to handle unplanned maintenance or migration activities.
- Phone: +1 (888) 639-1666, extension 3 (toll free)
  - Please note that this number automatically transfers to after-hours support after business hours.
  - Direct line after business hours: +1 (514) 726-2035 (mobile)
- Email: Fmsupport@safefleet.net

- **FleetMind Support Team Lead:** The FleetMind Support Team Lead is the first escalation point for the Customer Support team. Current Support Team Lead contact information is available online at http://www.fleetmind.com/escalation-procedures/.

Safe Fleet Service Desk Supervisor: The SafeFleet Service Desk Supervisor is the second escalation point. Current Service Desk Supervisor contact information is available online at http://www.fleetmind.com/escalation-procedures/.

FleetMind Service Levels

Per the terms of the current contract the following table describes the FleetMind case severity levels, as well as the response delays and protocols typically associated with them. Targeted Response and Resolution times may vary and are estimates only.

Table 1 – FleetMind Response Time Service Levels

Level of Severity	Description of Severity	Targeted Response Time	Targeted Resolution Time
Severity 1	**Critical**: Server unavailable or major malfunction affecting critical business tasks and high number of staff. No workaround exists.	As soon as possible, using reasonable commercial efforts	As soon as possible, using reasonable commercial efforts.
Severity 2	**Severe**: Impacts ability for some tasks to be completed though not full system nor all critical tasks.	1 Business Day	2 weeks or less from response, with workaround within 1 week or less.
Severity 3	**Major**: Affects one user workflow, and even if there is a workaround, not desired.	1 Business Day	Based upon prioritization and dependent upon all other reported issues and circumstances.

Severity 4	**Minor**: Issue or question with limited business impact. Bothersome but no impact to accomplishing business tasks.	1 Business Day	Improved on when it is associated with higher priority work targeted for a release.
Severity 5	**Cosmetic**: Low priority defect with little to no impact.	1 Business Day	Improved on when it is associated with higher priority work targeted for a release.
Severity 6	**Enhancement**: This is "new" functionality. It may extend an existing function or be a completely new capability not found in any of FleetMind's products.	1 Week	Subject to internal approval process and mutually agreed timeframe if approved.

Case Creation

Support cases are created by sending an email to fleetcsupport@safefleet.net. When sending an email, please summarize the nature of the Incident or Service Request in the Subject field of the email to properly reflect its level of urgency and include the following information in the email:

- Customer Name
- Serial number of the component needing support or repair
- Error Code/Description of the issue you are experiencing
- Troubleshooting steps already taken

In the case of a Level 1 severity case, after sending an email request, Customer should phone FleetMind Customer Support to ensure proper prioritization.

Upon creation of a case, Customer will automatically receive a confirmation receipt via email with the case number and the details of the issue being reported. This email confirmation indicates that the Incident has been logged with FleetMind Customer Support and that it is in the process of being assigned to an analyst.

Please note that for issues related to FleetMind-provided Verizon data plans, the customer should also provide the mobile device serial number when reporting the issue. This will enable FleetMind Customer Support to verify Verizon data plan activation information for the problematic mobile device.

Issue Prioritization

FleetMind Customer Support assigns a Priority to each Incident that is initiated. The FleetMind Severity Level Model (see Table 1 earlier in this document) is used to ensure a consistent approach to defining the sequence in which an item typically needs to be resolved, and to drive the assignment of resources.

Customer Status Update and Resolution Times

Table 1 shows targeted Customer Status Update and Resolution Times by Priority after the creation and initial assessment / assignment of the problem by the Customer Support team.

The Resolution Time is the total time from case creation to Incident resolution and restoration of service to the user. Service may be restored either by a workaround or by a permanent solution. FleetMind Customer Support strives to resolve 80% of Incidents within the timeframe specified for each Priority. Please note that FleetMind Customer Support Specialists will always seek to acquire customer confirmation that an issue has been resolved prior to a case being closed.

Hardware Repair & Return

If a hardware product (e.g., mobile screen, camera, sensor, etc.) or one of its component parts does not function properly during the warranty period, and such defect can be verified and confirmed by a FleetMind Customer Support specialist, a hardware replacement and/or repair service will typically be provided under the terms of the contracted support or limited extended warranty agreement. (Exceptions to this policy are covered under the Advanced Replacements section on the next page.)

A defective part may only be returned to FleetMind following confirmed approval. Any such approval shall reference a Returned Material Authorization ("RMA") case number issued by FleetMind.

To request an RMA number, the customer must contact FleetMind Customer Support to open a Service Request (RMA case). The serial number of the affected part will be required for all RMA cases dealing with warrantied components.

Customer must ship the faulty hardware product with suitable packaging, according to the guidelines specified by FleetMind in the RMA letter. Customer is responsible for shipping costs to send equipment to FleetMind. Any damage sustained during shipment of materials being returned to FleetMind due to poor packaging will be considered as an abuse. In such a case, FleetMind would require a purchase order from the customer in order to make the related repairs. Faulty hardware should be returned to FleetMind within thirty (30) days of receiving the RMA number. RMA numbers expire 30 days after shipping instructions have been sent to the Customer; in such case, a new RMA case number would be required to return hardware to FleetMind.

Return shipping and customs fees for defective equipment replaced or repaired under original warranty or extended warranty will be borne by FleetMind (i.e., EXW FleetMind).

For defective items not covered under the original warranty or an extended warranty, shipping and customs fees incurred in connection with their return to FleetMind will be borne by Customer, if no special arrangements have been previously agreed with a FleetMind account manager. FleetMind will include the cost of returning the repaired or replacement item in the repair quote provided to Customer. Please note that FleetMind typically uses the same shipping method that was used by the Customer to return the defective non-warrantied equipment. In the case of expedited shipping, additional fees may apply.

Should FleetMind determine, based on visual inspection, that an allegedly defective item is not covered by the terms and conditions of the warranty, or that a claim is made after the Hardware Support period has ended, the cost of the repair or replacement by FleetMind, including all shipping expenses and customs fees, shall be reimbursed by Customer.

A diagnostic fee will be charged for out of warranty items regardless of whether the repair quote is approved or not. Diagnostic fees will also be applied when items are found non-faulty or irreparable.

FleetMind reserves the right to dispose of the item(s) if Customer's authorization to proceed with the repair is not received within 30 calendar days after the repair estimate submitted by FleetMind.

Advance Replacements

If there is a defect in the materials within sixty (60) days of the date of shipment of the product to the customer by FleetMind and the customer requests advance replacement of such product by FleetMind, FleetMind will replace such product without charge in advance of return of such product by customer. If customer has not returned the defective product to FleetMind within thirty (30) days of the date of shipment by FleetMind of the advance replacement, then FleetMind will invoice the customer for the purchase price of the advance replacement product including shipping costs and any taxes, duties or other charges related to the advance replacement, and the customer shall pay to FleetMind the amount invoiced within 30 days of receipt of invoice, or if the customer has a written agreement with FleetMind regarding credit terms, then the customer shall pay the amount invoiced in accordance with the agreed-upon credit terms.

Customer Communication

Case management

FleetMind Customer Support makes reasonable efforts to provide regular updates to Customer as Incidents are being worked on and upon Incident resolution.

FleetMind will also communicate in a timely manner with Customer, via phone or email, when known Incidents or outages (planned or otherwise) occur that may impact the Customer's operations.

Ongoing product feature support

FleetMind may communicate the availability of new solution features or enhancements to Customer via email, phone call, or its website (http://www.fleetmind.com/). FleetMind Support will typically be available to provide online (remote) coaching sessions regarding new product functionality under the terms of any contracted support and maintenance plans.

Change Management

The primary goal of Change Management is to protect the production operating environment from unintended interruptions as a result of changes made to FleetMind's systems or to hardware deployed in vehicles.

Any modifications to Customer's hardware or software environments by Customer should be documented and reported immediately to FleetMind Customer Support. Hardware modifications should typically be scheduled and implemented during periods of low impact to Customer's operations whenever possible. A careful review of the change should be monitored and reviewed afterwards.

Implementation of software updates to the FleetLink server environment

The Server software update process Is typically as follows:

1. Presentation of release notes and update schedule
2. Notification to Customer with timelines and expected impact on service
3. Performance of updates and post-installation tests
4. Validation of service functionality in conjunction with Customer

Implementation of software updates to mobile applications

The mobile application software update process is typically as follows:

1. Presentation of release notes and update schedule
2. Creation of software update package and scheduling of pilot run (i.e., limited number of Customer's mobile devices)
3. Completion of pilot run with validation by Customer
4. Completion of fleet-wide over the air (OTA) update and validation that functionality has been restored

Product Change Management Request

The FleetMind change control proce"s for all product change requests is typically as follows:

- The customer contacts the FleetMind Customer Support team or FleetMind Sales team to describe the requested change to the FleetMind product per the process described in Table 1
- A product change request case is opened in the FleetMind incident ticketing management system for consideration by FleetMind's Product Management team
- The FleetMind Product Management team conducts an evaluation of the requested change
- If a requested change is approved by the FleetMind Product Management team, FleetMind Customer Support advises Customer of the outcome promptly. If a purchase order (PO) is required to proceed with the change, the request will be made before proceeding with the implementation of the requested product change.

All change requests will be logged in the FleetMind incident ticketing system and typically tracked through to completion, whether approved or not.

Feature Configuration Request

There are features in the FleetLink solution that require configuration modifications that are accessible by Customer, such as those found in the FleetLink Mobile application (aka WasteApp) configuration panel. On the other hand, there are other configuration options that are not accessible to Customer, such as the creation of customized alarms and the creation of new vehicle profiles. For these situations, Customer should contact the FleetMind Customer Support department per the procedure described above.

Installation or migration of FleetLink Mobile System to a new vehicle

Given that Customer's fleet maintenance team has been trained to install hardware elements of the FleetLink solution in vehicles, it is expected that it may be called upon to migrate a FleetLink Mobile hardware system to another vehicle or to install a new hardware system from scratch. (Alternatively, FleetMind can provide installation services to Customer. The scope of that effort would be described in a separate contract.)

In the case of a migration performed by Customer, the following steps are required:

- Customer contacts FleetMind Customer Support or FleetMind Sales team to procure a replacement cable kit from FleetMind for the target vehicle. A fleet survey describing the

target vehicle, as well as the vehicle to be retired, is required and must be submitted to FleetMind Customer Support in advance of the installation.

- Once Customer has confirmed the date when installation activities are to be performed, it must advise FleetMind Customer Support five (5) days in advance so that FleetMind can create the new vehicle's configuration in the various FleetMind server applications.
- Once installation is complete, the FleetMind Customer Support team should be advised to confirm that the vehicle has been properly recognized by the FleetMind system and is ready to receive routes.

In the case of self-installation of a new system, the following steps are required:

- Once Customer has confirmed the date when installation activities are to be performed, it must advise FleetMind Customer Support five (5) days ahead of time so that FleetMind can create the new vehicle's configuration in the FleetMind server applications.
- Once installation is complete, the FleetMind Customer support team should be advised to confirm that the vehicle has been properly recognized by the FleetMind system and is ready to receive routes.

VI. TERMS AND CONDITIONS

Limitation of Warranty: FleetMind does not warrant that the System will operate error-free or without interruption. In no event shall FleetMind's liability under this agreement exceed the amounts received by FleetMind from Customer for the System. FleetMind excludes any other express, implied, or statutory warranty.

Title to System: Notwithstanding the payment in full of subscription fees, all Systems and any intellectual property rights in the System remain the sole and exclusive property of FleetMind. Customer shall cooperate with FleetMind for any applicable registration evidencing FleetMind's rights on the Systems under Customer's possession or custody.

Recourse in the Event of Non-Payment/Breach: FleetMind reserves the right to: i) restrict access to, or limit the performance of the System; and/or ii) terminate this Agreement, in the event that: 1) the invoiced fees or other charges are not paid in full when due; or 2) that Customer is otherwise in breach of this agreement and failed to remedy within 30 days.

Restrictions on Use of System: Customer agrees (i) that it is prohibited from using the System to offer or resell services to third parties; (ii) to only use the System as an end-user; (iii) not to modify or reverse engineer the System or any portion thereof, (iv) to use and maintain the System in compliance with the applicable user manual(s) and specifications.

Restrictions on Use of Software: Customer agrees that it possesses no rights with respect to any source code and agrees not to (i) reverse engineer, reverse assemble, decompile, or otherwise attempt to derive the source code from the Software; nor (ii) modify or otherwise prepare derivative works of the Software.

Tracking Capability Disclosure: Customer agrees that FleetMind is not responsible for disclosing to Customer's system users and employees that the System allows tracking and monitoring including geographical locations, nor for ensuring that users operate Systems with care while operating a vehicle.

Additional Terms: This Agreement is further governed by the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, the current version of which is available at safefleet.net/v-and-t-general-terms, all of which are incorporated into this Agreement as if fully set forth herein.

Agreement language: The parties hereto expressly agree that this agreement be drawn up in the English language. *Les parties aux présentes sont d'accord pour que ce document soit établi en langue anglaise.*

Warranty Start Date: When hardware/software is purchased from FleetMind, the start date for the warranty period will be the first day of the month following the shipping date of the hardware/software.

Support and Maintenance / Extended Hardware Warranty Contract Start Date: Annual support contracts always start on January 1st. For the first year after shipment, the support contract will be pro-rated for the number of months not covered by warranty. The same approach will apply to additional hardware and software purchased after the initial deployment.

Continuous Coverage: In order to qualify for support and maintenance as well as extended hardware warranty, items purchased must be covered without interruption. If products purchased go out of coverage, FleetMind reserves the right to inspect all items, at customer's expense and at the current rates published by FleetMind.

FleetMind may then accept to reinstate the coverage, reject the request or ask that repairs be made to items before re-instating support and maintenance / extended warranty coverage.

Primary Customer Contacts for Service Requests: FleetMind customers must name at least one or two primary contacts to create and update cases, receive FleetMind communications, and take advantage of additional services for which your company has subscribed. The primary contacts are also referred to as the System Manager.

FleetMind Customer Support requires unrestricted access to the customer's environment and access to an IT contact responsible for system administration / infrastructure issues at the customer premises. Failure to reach a customer IT person or failure to access the customer's infrastructure will prevent FleetMind from diagnosing or fixing issues.

Access to Customer Support: Telephone support is available during extended business hours from 08H00 to 18H00 EST, Monday to Friday excluding holidays. A phone number for support will be provided during the initial project kick-off meeting. Optionally, customers may select 24x7x365 support. Outside of standard support hours, FleetMind Customer Support maintains support staff on duty that can be reached via a special 24x7 support number. Support requests can also be sent to FleetMind's Customer Support via the Customer Support Web Portal or by email. Support requests made outside standard hours need to be made via the 24x7 phone line in order to get immediate attention. The Customer Support Representatives are responsible for documenting the work they perform on customer issues, including any associated details, problem duplication steps and the resolution. Each communication with the customer is summarized: date & time, contact name, summary of the discussion, and next action item. Customers have access to their cases through the Web Portal to view the status and resolution.

Onsite service (optional):

Onsite technical support is typically not required after the initial installation of the system. This assumes that the remote access capability is maintained and that Customer Support has access to the primary IT contact at the customer premises. On-site support can be provided upon request at additional cost

EXHIBIT B
PRICING

This Exhibit B is broken into two sections. Section 1 sets forth the fees payable by City to Contractor pursuant to this Agreement. These fees are payable, and may be invoiced, on a monthly basis, with the rate set forth below fixed for the first three years of the term of this Agreement; monthly fees for subsequent years of the term will be mutually agreed by the parties. Section 2 is included for informational purposes only and sets forth the items which were included in Contractor's RFP response which are now anticipated to be sold by Reseller (as defined in Exhibit A) to City pursuant to a separate written agreement between City and Reseller. For clarity, and notwithstanding anything to the contrary herein, nothing in this Agreement creates any obligation for City to pay to Contractor any of the fees set forth in Section 2 of this Exhibit B, which sets forth items that are beyond the scope of this Agreement and that will be governed solely by the contract between City and Reseller.

SECTION 1: FEES PAYABLE TO CONTRACTOR PURSUANT TO THIS AGREEMENT

Recurring Monthly Fee(s) – First three years of the term:

Recurring Monthly Fee(s) Itemized Description	Quantity	Unit Price	Monthly Cost
SAS-Municipal-RMS: FleetLink Server Software License for Municipal Applications including : 1- FleetWeb Web Based Mapping Application for tracking and service verification 2- FleetLink Enterprise Server Software 3- FleetLink Web Based Enterprise Reports 4- FleetLink Route Management System (RMS) 5- Generic Web Services Interface to third Party CRM	51	$103.50	$5,278.50
SAS-FleetLink-Hosting: Hosting of FleetLink software package including Fleetlink Manager, FleetLink Client, FleetWeb , FleetLnik RMS and standard Fleetlink reports. Priced on a per month per vehicle basis.	51	$32.00	$1,632.00
SAS Data: Monthly Data Plan with Verizon - 1GB Priced on a per month per vehicle basis.	51	$24.00	$1,224.00
TOTAL MONTHLY FEE (first three years of term)			**$8134.50**

Contractor will begin providing the services hereunder, and monthly fees will start to accrue, when the system is "ready for dispatch," defined as the earlier of the date when (i) all in-truck equipment and server software have been installed and communications between the onboard systems and Fleetmind server demonstrated or (ii) when all equipment and software has been delivered but cannot be installed or communications demonstrated due to no fault of Fleetmind. The "ready for dispatch" date depends on the time required to initially deploy applicable hardware and software and is typically six months after the agreement effective date.

Fleetmind herein agrees that the recurring monthly fee(s) shall remain at the current rate for the term of the Agreement and are subject to an increase afterward of no more than the Consumer Price Index percentage increase (CPI%), which shall not exceed a cumulative 10% increase in any one year

SECTION 2: FOR INFORMATIONAL PURPOSES ONLY - ITEMS ANTICIPATED TO BE DELIVERED BY RESELLER PURSUANT TO SEPARATE CITY/RESELLER CONTRACT, WITH PAYMENT BY CITY DIRECTLY TO RESELLER THEREUNDER

Pricing Page – Standard Proposal:

Total Net Price of $647,098 to be managed/contracted with Huntington Bank.

Hardware Platform - Front Load

Product Code	Name	QTY	UNIT PRICE	DISC (%)	EXTENDED
VPKG-DVR-2TB	FleetLink DVR - Flat Screen KIT with 2TB SSD	11	USD 8,495.00	5.88	USD 87,950.39
VPKG-FEL-ACT	Generic Actuator Switch Package for Front Load Truck	11	USD 995.00	10.00	USD 9,850.50
VPKG-PICT	On board in-cab camera	11	USD 168.50		USD 1,853.50
VPKG-CAM	On-board camera	44	USD 129.50		USD 5,698.00
VPKG-CAM-EXT	Camera extension cable	44	USD 26.50		USD 1,166.00
PS-10X	FleetMind Installation - System Configuration	11	USD 100.00		USD 1,100.00
PS-27	Fleetlink OBC Kit Shipping and Handling	11	USD 100.00		USD 1,100.00
			Hardware Platform - Front Load TOTAL:		USD 108,718.39

Hardware Platform - Rear Load

Product Code	Name	QTY	UNIT PRICE	DISC (%)	EXTENDED
VPKG-DVR-2TB	FleetLink DVR - Flat Screen KIT with 2TB SSD	19	USD 8,495.00	5.88	USD 151,914.31
VPKG-RESI-ACT	Generic Actuator Switch Package for Resi Truck	19	USD 995.00	10.00	USD 11,884.50
VPKG-PICT	On board in-cab camera	19	USD 168.50		USD 3,201.50
VPKG-CAM	On-board camera	76	USD 129.50		USD 9,842.00
VPKG-CAM-EXT	Camera extension cable	76	USD 26.50		USD 2,014.00
PS-10X	FleetMind Installation - System Configuration	19	USD 100.00		USD 1,900.00
PS-27	Fleetlink OBC Kit Shipping and Handling	19	USD 100.00		USD 1,900.00
			Hardware Platform - Rear Load TOTAL:		USD 182,656.31

Hardware Platform - Roll Off

Product Code	Name	QTY	UNIT PRICE	DISC (%)	EXTENDED
VPKG-DVR-2TB	FleetLink DVR - Flat Screen KIT with 2TB SSD	9	USD 8,495.00	5.88	USD 71,959.41

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Product Code	Name	QTY	UNIT PRICE	DISC (%)	EXTENDED
VPKG-PICT	On board in-cab camera	9	USD 168.50		USD 1,516.50
VPKG-CAM	On-board camera	36	USD 129.50		USD 4,662.00
VPKG-CAM-EXT	Camera extension cable	36	USD 26.00		USD 864.00
PS-10X	FleetMind Installation - System Configuration	9	USD 100.00		USD 900.00
PS-27	FleetLink OBC Kit Shipping and Handling	9	USD 100.00		USD 900.00
				Hardware Platform - Roll Off TOTAL:	USD 80,891.91

Hardware Platform - REL Split Body

Product Code	Name	QTY	UNIT PRICE	DISC (%)	EXTENDED
VPKG-DVR-2TB	FleetLink DVR - Flat Screen KIT with 2TB SSD	6	USD 8,495.00	5.88	USD 47,972.94
VPKG-PICT	On board in-cab camera	6	USD 168.50		USD 1,011.00
VPKG-CAM	On-board camera	24	USD 129.50		USD 3,108.00
VPKG-CAM-EXT	Camera extension cable	24	USD 26.50		USD 636.00
PS-10X	FleetMind Installation - System Configuration	6	USD 100.00		USD 600.00
PS-27	FleetLink OBC Kit Shipping and Handling	6	USD 100.00		USD 600.00
				Hardware Platform - REL Split Body TOTAL:	USD 53,927.94

Hardware Platform - Mini Roll Off

Product Code	Name	QTY	UNIT PRICE	DISC (%)	EXTENDED
VPKG-DVR-2TB	FleetLink DVR - Flat Screen KIT with 2TB SSD	4	USD 8,495.00	5.88	USD 31,981.96
VPKG-PICT	On board in-cab camera	4	USD 168.50		USD 674.00
VPKG-CAM	On-board camera	8	USD 129.50		USD 1,036.00
VPKG-CAM-EXT	Camera extension cable	8	USD 26.50		USD 212.00
PS-10X	FleetMind Installation - System Configuration	4	USD 100.00		USD 400.00
PS-27	FleetLink OBC Kit Shipping and Handling	4	USD 100.00		USD 400.00
				Hardware Platform - Mini Roll Off TOTAL:	USD 34,703.96

Hardware Platform - PUP Trucks

Product Code	Name	QTY	UNIT PRICE	DISC (%)	EXTENDED
VPKG-DVR-2TB	FleetLink DVR - Flat Screen KIT with 2TB SSD	2	USD 8,495.00	5.88	USD 16,990.98
VPKG-PICT	On board in-cab camera	2	USD 168.50		USD 337.00
VPKG-CAM	On-board camera	4	USD 129.50		USD 518.00
VPKG-CAM-EXT	Camera extension cable	4	USD 26.50		USD 106.00
PS-10X	FleetMind Installation - System Configuration	2	USD 100.00		USD 200.00
PS-27	FleetLink OBC Kit Shipping and Handling	2	USD 100.00		USD 200.00
				Hardware Platform - PUP Trucks TOTAL:	USD 17,351.98

Extended Limited Hardware Warranty

Product Code	Name	QTY	UNIT PRICE	DISC (%)	EXTENDED
SM-30	Year 1 Limited Hardware & Software Warranty FleetMind	51	USD 0.00	100.00	USD 0.00
SM-31-DVR-1	1 Year Limited Hardware Warranty Extension for VPKG-DVR	51	USD 295.00	100.00	USD 0.00
				Extended Limited Hardware Warranty TOTAL:	USD 0.00

Professional Services - PM

Product Code	Name	QTY	UNIT PRICE	DISC (%)	EXTENDED
PS-01	Project Manager - 1 Day	5	USD 1,295.00		USD 6,475.00
PS-04-RMS	Deployment Services - RMS Setup	9	USD 1,295.00		USD 11,655.00
PS-04-GEO	Deployment Services - Geocoding	3	USD 1,295.00		USD 3,885.00
PS-04-ROUTE	Deployment Services - Route Data Gathering, Analysis and Uploading	3	USD 1,295.00		USD 3,885.00
PS-10A	FleetMind Installation - Fleet Surveys - Max 25 per day / 1 day minimum	2	USD 1,295.00		USD 2,590.00
				Professional Services - PM TOTAL:	USD 28,490.00

Professional Services - Installation

Product Code	Name	QTY	UNIT PRICE	DISC (%)	EXTENDED
PS-10E	FleetMind Installations Verification - Ready-For-Dispatch - Max 25 per day / 1 day minimum	2	USD 1,295.00		USD 2,590.00
PS-BASIC-INSTALL	FleetMind Installation - 1 OBC Kit / ECM Truck - Travel and Living extra	21	USD 595.00		USD 12,495.00
PS-ACT-INSTALL	FleetMind Installation - 1 OBC Kit / ECM Truck + actuator - Travel and Living extra	30	USD 895.00		USD 26,850.00
PS-CAMERA-MULTI	External Camera Installation (Multiple Cameras)	45	USD 795.00		USD 35,775.00
PS-CAMERA	Outside Camera Installation (Per Camera)	12	USD 295.00		USD 3,540.00
				Professional Services - Installation TOTAL:	USD 81,250.00

Professional Services - Training

Product Code	Name	QTY	UNIT PRICE	DISC (%)	EXTENDED
PS-23	1 Day Onsite Training FleetMind OBC Kits Installation Refresher and Troubleshooting	2	USD 1,295.00		USD 2,590.00
PS-33	One Day On-Site FleetInk Training	5	USD 1,295.00		USD 6,475.00
				Professional Services - Training TOTAL:	USD 9,065.00

TRAVEL & LIVING (See Special Terms and Conditions.)

Product Code	Name	QTY	UNIT PRICE	DISC (%)	EXTENDED
PS-Travel	FleetMind Travel Expenses for Professional Services	22	USD 795.00		USD 17,490.00
				TRAVEL & LIVING (See Special Terms and Conditions.) TOTAL:	USD 17,490.00

HARDWARE PLATFORM - Spare Parts

Product Code	Name	QTY	UNIT PRICE	DISC (%)	EXTENDED
VPKG-DVR-SPARE-2TB	FleetLink DVR - Spare Flat Screen KIT - 2TB SSD - No Waste App	4	USD 5,518.00		USD 22,060.00
VPKG-RESI-ACT	Generic Actuator Switch Package for Resi Truck	3	USD 695.00	10.00	USD 1,876.50
VPKG-PICT	On board in-cab camera	5	USD 168.50		USD 842.50
VPKG-CAM	On-board camera	12	USD 129.50		USD 1,554.00
VPKG-CAM-EXT	Camera extension cable	12	USD 26.50		USD 318.00
OHW-100	FleetLink Driver Training Kit Packaging	1	USD 795.00	10.00	USD 715.50

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Product Code	Name	QTY	UNIT PRICE	DISC (%)	EXTENDED
SM 708FB	Complete on board Cable & Antenna Kit - Flat Screen System - Used in Conjunction with Refurbishing or Re-Installation	3	USD 1,900.00	14.71	USD 2,606.61
				HARDWARE PLATFORM - Spare Parts TOTAL:	USD 33,053.15

Fleetlink Server Software

Product Code	Name	QTY	UNIT PRICE	DISC (%)	EXTENDED
OPKG-HOST	Hosted Route Manager w/Fleetlink Server Software Set-up	1	USD 2,500.00		USD 2,500.00
OPKG-100A	Fleetlink Server Software License for up to 100 trucks. Route Management System is not included.	1	USD 15,999.00	100.00	USD 0.00
				Fleetlink Server Software TOTAL:	USD 2,500.00

TOTAL: USD 847,991.64

Sales Tax: Applicable sales taxes are not reflected on this proposal and will be included in the invoice. Any purchases that are exempt from sales taxes must be accompanied by a tax exemption and /or resellers certificate.

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EXHIBIT C
Warranty Terms

As noted above, City will be buying all hardware related to this Agreement from a third party. Nevertheless, as between City and FleetMind, FleetMind agrees to sell hardware relating to this Agreement to such third party subject to warranty terms as set forth in this Exhibit C, which such third party will then be authorized to pass through to City.

The scope of this project includes standard warranty terms for one (1) year and an extended 3-year warranty term on the FleetLink AVL system hardware components.

Limited Product Warranty

Last Updated January 30, 2020

Seon System Sales Inc. or its designated applicable affiliate ("FleetMind") warrants the systems, cameras and components listed below against defects in workmanship and materials, but solely as expressly set forth (and subject to the terms and conditions provided) below; provided, further, that (i) such defects appear or are discovered within the respective periods specified below and (ii) the purchaser of such products notifies FleetMind of such defects in writing within thirty (30) days of the appearance or discovery of such defects. The warranty period start date is the first day of the month following the shipping date.

- One (1) year on all cameras, cables, sensors, GPS, cellular and RFID antennas.
- Two (2) years on VPKG-DVR system. Including Trek 674 DVR, Trek-306 Monitor, and not including cables and harnesses
- One (1) year on VPKG-RFID system. Including Alien ALR-9680 or Alien ALR-F800, PN7-915PT RFID antenna and POE1248DR power adapter, and not including cables and harnesses.
- Three (3) years on VPKG-FZM1 and VPKG-FZG1 systems. Including Panasonic FZ-M1 or FZ-G1 tablets, and not including cables and harnesses
- One (1) year on VPKG-TRACK system. Including the Calamp LMU3640, and not including cables, harnesses and RFID antenna.
- Two (2) years on VPKG-SSV9 video recorder. Including the SSV9 DVR, and not including cables and harnesses.

If FleetMind repairs any hardware component which is out of warranty, FleetMind warrants such repaired cameras or components against defects in workmanship and materials provided that such defects appear or are discovered within 90 days from date of shipment of such repaired hardware component to customer by FleetMind, and provided further that the purchaser of such products notifies FleetMind of such defects within thirty (30) days of the appearance or discovery of such defects. **Note: This warranty does not cover equipment and component removal or replacement labor regardless of cause**.

Subject to the terms and conditions listed below, during the relevant warranty period, FleetMind will repair, replace, or refund the purchase price for the defective product, whichever FleetMind considers to be appropriate in the circumstances, in FleetMind's sole and absolute discretion, free of charge, any defective products returned prepaid. In the event the purchaser has a problem with any FleetMind product, please call and request a **RETURN MATERIALS AUTHORIZATION (RMA) NUMBER** from the Support Department. Please call 888-639-1666 ext. 3 and ask for the Support Department. Be sure to have the model number, serial number and the nature of the problem available. Prior written authorization (including an RMA number) MUST be obtained from FleetMind prior to (and as a condition to) any and all returns, exchanges, or credits. **ITEMS SHIPPED TO FLEETMIND WITHOUT A CLEARLY IDENTIFIED RMA NUMBER PREVIOUSLY ISSUED BY FLEETMIND MAY BE REFUSED BY FLEETMIND IN ITS SOLE AND ABSOLUTE DISCRETION**.

Products returned to FleetMind as provided above will be tested by FleetMind to verify the existence and extent of possible defects. Upon verification of a defect by FleetMind, the product will be repaired or exchanged by or on behalf of FleetMind, or the purchase price will be refunded or credited to the customer's account, at the sole option of FleetMind. In the event of replacement, the returned

product will be credited to the customer's account and a new invoice issued for the replacement item. FleetMind reserves the right to refund the purchase price, or to issue a credit only, in lieu of replacement. FleetMind may use new or refurbished replacement parts for repairing its products, at its sole and absolute discretion. FleetMind may replace an entire unit with an equivalent model, at its sole and absolute discretion. If a unit is exchanged, the returned product shall become the property of FleetMind and the replacement product becomes the property of the purchaser, and the remainder of the warranty that applied to the returned unit from the original purchase shall apply to the replacement product. Replacement units may be new units, or units that have been repaired to full factory specifications, at FleetMind's discretion. If FleetMind finds that the returned product is in good working order or its inability to function properly is not covered by this warranty, the product will be returned in the same condition as received unless repair is possible and requested by the customer. Repairs of such nature will incur a charge for parts and labor and will proceed only by agreement with the customer to accept the charge.

ADVANCE REPLACEMENTS

If there is a defect in workmanship or materials covered by this warranty in a camera, recorder, component, or system (each, a "product"), and customer notifies FleetMind of such defect in writing within sixty (60) days of:

(a) the date of installation of such product, if FleetMind performed such installation; or

(b) the date of shipment of such product to the customer by FleetMind, if FleetMind did not perform such installation,

and the customer requests advance replacement of such product by FleetMind, FleetMind will replace such product without charge in advance of return of such product by customer to FleetMind provided that if customer has not returned the defective product to FleetMind within sixty (60) days of the date of shipment by FleetMind of the advance replacement, then FleetMind will invoice the customer for the purchase price of the advance replacement product including shipping costs and any taxes, duties or other charges related to the advance replacement, and the customer shall pay to FleetMind the amount invoiced within 30 days of receipt of invoice, or if the customer has a written agreement with FleetMind regarding credit terms, then the customer shall pay the amount invoiced in accordance with the agreed-upon credit terms:

THIS WARRANTY SHALL NOT APPLY:

(a) to any equipment, components, or other products or items not supplied by FleetMind;

(b) to computer equipment (such as, but not limited to, monitors, printers, servers and laptops) supplied by FleetMind but not manufactured by FleetMind, it being understood and agreed that the customer must contact the original manufacturer of such equipment for applicable warranty terms and service;

(c) to any equipment, components, or other products or items which, in whole or in part, directly or indirectly, shall have been: (i) operated in excess of rated capacity, or (ii) subject to any negligence, accident, or damage arising in any manner from circumstances beyond FleetMind's control, or to improper installation, operation, maintenance, servicing, alterations or storage, modification without FleetMind's express prior written authorization, misuse, vandalism, fire, floods or acts of nature, or otherwise, in all such cases so as to have affected the same adversely, in FleetMind's sole and absolute judgment and discretion;

(d) to equipment, components, or other products or items that were installed utilizing installation products not supplied by FleetMind;

(e) if the warranty seal on the DVR or other applicable equipment, component or other product or item has been broken or tampered with;

(f) if the serial number for the product or other applicable equipment, component or other item has been altered in any way;

(g) if the product or other applicable equipment, component or other item has been operated outside of the specified Operating Environment specified in the applicable FleetMind User's Manual for same, or not in accordance with FleetMind's written instructions as to the storage, installation, commissioning, operation, use or maintenance of same, or if the customer makes further use of same after delivering the applicable notice of defect required above; or

(h) to cover any costs incurred by the customer for the removal of defective cameras or components or of non-defective cameras or components, or for the installation of repaired cameras or components or for the reinstallation of non-defective cameras or components, all of which are for the account of the customer.

Certain Disclaimers

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FLEETMIND EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, DURABILITY, NON-INFRINGEMENT, OR FITNESS FOR PURPOSE, ANY WARRANTIES OR MODIFIED WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING, AND, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH ABOVE, ANY WARRANTIES WITH RESPECT TO ANY EQUIPMENT, COMPONENTS, OR OTHER PRODUCTS OR ITEMS MANUFACTURED BY A THIRD PARTY.

Any description of the goods or services, whether in writing or made orally by FleetMind or FleetMind's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with customer's order are for the sole purpose of identifying the goods and/or services and shall not be construed as an express warranty. Any suggestions by FleetMind or FleetMind's agents regarding use, applications or suitability of the goods and/or services shall not be construed as an express warranty unless expressly and specifically confirmed to be such in writing by FleetMind. Purchaser assumes full responsibility for selecting products to achieve purchaser's intended purposes, for properly installing and using those products, and for verifying the results obtained therefrom.

PURCHASER'S EXCLUSIVE REMEDY AND FLEETMIND'S ENTIRE LIABILITY ARISING FROM OR IN CONNECTION WITH PURCHASER'S USE OF THE PRODUCTS AND/OR THIS AGREEMENT SHALL BE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS, OR REFUND OR CREDIT OF THE PURCHASE PRICE OF THE PRODUCTS AS SET FORTH ABOVE. FLEETMIND SHALL NOT BE SUBJECT TO AND DISCLAIMS: (A) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (B) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE, AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO GOODS SOLD OR SERVICES RENDERED BY FLEETMIND, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO; AND (C) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL AND CONTINGENT DAMAGES WHATSOEVER, EVEN IF FLEETMIND HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Without limiting the generality of the foregoing, except to any extent strictly prohibited by applicable law, FleetMind specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of goods or any associated equipment, cost of capital, cost of substitute goods, facilities or services, down-time, shut-down or slow-down costs, or for any other types of economic loss, and for claims of customer's customers or any third party for any such damages. In no event shall FleetMind's total liability for any damages to purchaser or any other person or entity in connection with the products or this agreement exceed the lower of the suggested list price or the actual price paid for the products, regardless of whether such liability arises from contract, tort, warranty or any other form of claim. If any provision of this agreement is found to be void, invalid, or unenforceable, that finding shall not affect the remaining provisions, all of which shall be enforced to the full extent permitted by law. If any remedy hereunder is determined to have failed of its essential purpose, the limitations of liability and exclusion of damages set forth above shall remain in full force and effect. This agreement may be modified only by a writing signed by a duly authorized representative of FleetMind.

The information contained herein is subject to change without notice.

Provisions Applicable Only to U.S. Customers

For each customer whose mailing address is in the United States, FleetMind's offer and any agreement of sale resulting therefrom shall be governed by and construed in accordance with the internal and domestic laws of the State of WASHINGTON without giving effect to the conflict of laws rules thereof. The Superior Court of Washington for Whatcom County and U.S. District Court for the Western District of Washington (the "U.S. Closed Courts") shall have exclusive jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of the contract resulting from this offer and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability thereof. Customer specifically consents to the exercise by the U.S. Closed Courts of jurisdiction over it. The purchaser attorns to the exclusive jurisdictions of the jurisdiction of the U.S. Closed Courts, waives any obligation to venue in any action or proceeding regarding FleetMind products and waives any objection that the U.S. Closed Courts are an inconvenient forum or do not have jurisdiction over the purchaser or FleetMind. The United Nations Convention On Contracts For The International Sale Of Goods shall not apply.

Provisions Applicable Only to Non-U.S. Customers

For those customers whose mailing address is in Canada or another location outside the United States, FleetMind's offer and any agreement of sale resulting therefrom shall be governed by and construed in accordance with the internal and domestic laws of the Province of BRITISH COLUMBIA and the laws of Canada applicable therein without giving effect to the conflict of laws rules thereof. The courts of British Columbia (the "Canadian Closed Courts") shall have exclusive jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of the contract resulting from this offer and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability thereof. Customer specifically consents to the exercise by the Canadian Closed Courts of jurisdiction over it. The purchaser attorns to the exclusive jurisdictions of the jurisdiction of the Canadian Closed Courts, waives any obligation to venue in any action or proceeding regarding FleetMind products and waives any objection that the Canadian Closed Courts are an inconvenient forum or do not have jurisdiction over the purchaser or FleetMind. The United Nations Convention On Contracts For The International Sale Of Goods shall not apply.

Extended Warranty for Certain Products

The following extended warranty ("Extended Warranty") provisions apply only to products ("Extended Warranty Products") in respect of which FleetMind expressly and specifically has offered, and the customer expressly and specifically has purchased, the Extended Warranty as a separate product from FleetMind. Solely upon payment in full for the Extended Warranty by such customer, and in such case solely with respect to such Extended Warranty Products, if any provisions of the Extended Warranty conflict or are inconsistent with the provisions of the basic warranty set forth above, the provisions of the Extended Warranty shall govern.

FleetMind warrants the Extended Warranty Products against defects in workmanship and materials, provided that such defects appear or are discovered within the extended warranty period set forth in the applicable Extended Warranty purchase documentation executed by the customer and FleetMind, and provided further that the purchaser of such products notifies FleetMind of such defects within 30 days of the appearance or discovery of such defects.

Under the Extended Warranty:

(a) FleetMind will provide repairs to the Extended Warranty Product at no extra charge during the Extended Warranty period;

(b) normal wear and tear IS covered, including replacement of hard drives if necessary;

(c) the parts and repair labor required to complete all warranted repairs are included;

(d) FleetMind will arrange and pay the cost of ground freight between customer's location and the FleetMind U.S.A. service facility (or such other location) as is designated by FleetMind in the relevant Return Material Authorization issued by FleetMind in respect of such Extended Warranty Product; and

(e) as determined by FleetMind in its sole and absolute discretion, FleetMind may elect to pay freight, brokerage and/or duty costs to bring the defective goods to Canada, if required.

In addition to the telephone numbers provided above for reporting a warranty matter, purchasers of Extended Warranty products may report warranty matters by e-mail to FleetMind at: support@fleetmind.com.

The purchaser reporting an Extended Warranty issue may request FleetMind to arrange for pick-up of the Extended Warranty Products and shall provide information as to the number of parcels and shall request a RETURN AUTHORIZATION (RA) NUMBER.

If FleetMind elects to pay the cost of freight in accordance with clause (e) above, FleetMind will only be responsible for the cost of ground freight. Any additional costs for express modes of freight will be paid by the

purchaser of the Extended Warranty Product. Advance replacements will not be provided under any circumstances.

A renewal or extension of the Extended Warranty is not automatic and will only be granted at the sole and absolute discretion of FleetMind, which (if so granted) must be expressly and specifically confirmed by FleetMind in writing.