



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **AssetWorks Inc.**, a Delaware corporation ("Contractor" or "AssetWorks"), collectively (the "Parties"), to be effective for all purposes March 3rd, 2026 ("Effective Date").

WHEREAS, County has a need for fleet management software maintenance and support, motor pool management, GPS vehicle equipment, telematics services, and related software and services; and

WHEREAS, the County holds a license for Contractor's proprietary fleet management software known as FleetFocus FA and key valet services pursuant to a prior License Agreement between the parties; and

WHEREAS, the County wishes to continue to utilize Contractor's services to host, maintain and support FleetFocus FA; and

WHEREAS, Section 31-3(b)(4) of the County Code of Ordinances allows for procurement of goods, services, or construction items under existing contracts that are at a price equal to or less than Contractor's federal contract prices; and

WHEREAS, the Contractor has a federal contract with the General Services Administration Federal Supply, Contract Number GS-35F-317GA ("GSA"); and

WHEREAS, County requested a quote from Contractor for fleet management software, motor pool management, GPS vehicle equipment, telematics services, and related software and services ("Services"), as provided for in the GSA, and Contractor provided quote(s) to County that complies with the pricing terms of the GSA; and

WHEREAS, County Council approved this Agreement at a public meeting held on March 3, 2026; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. DEFINITIONS:

In addition to any other terms elsewhere defined in this Agreement, the following terms are defined for the purpose of this Agreement. Where a definition is not defined, the standard meaning applies:

1. "Active Equipment Unit License" means a license for each Active Equipment Unit covered by or utilizing the Service. "Active Equipment Unit" means any vehicle, asset, or other unit on which work is performed or for which activity is reported.
2. "Concurrent License" means a license for an authorized user of the Software, provided that the number of simultaneous users may not exceed the number of licenses purchased. Each simultaneous login to the Software (through active browser sessions) will be deemed to constitute one Concurrent License.
3. "Customer Data" means any data, information, or material that County or County's Users may disclose or submit to Contractor or the Service in the course of properly using the Service in accordance with the Documentation and best practices regarding minimization of personal information. Customer Data does not include Excluded Data, public information, or inferences derivable from Customer Data.
4. "Deliverable(s)" means any copyrightable works, code developed, products, discoveries, developments, designs, work product, improvements, inventions, processes, techniques and know-how made, conceived, reduced to practice or learned by Contractor (either alone or jointly with County or others) that arise during the Term of this Agreement or result from Professional Services performed delivered to County hereunder.
5. "Documentation" means the standard documentation and/or user manual (i.e. technical literature) provided or published by Contractor.
6. "Excluded Data" means Payment Card Industry (PCI) or similar regulated financial information; protected health information (PHE) under HIPAA or similar regulated medical information of any nature; personal financial or any sensitive personal information subject to heightened privacy and/or security requirements by law, regulation, or applicable third-party terms (e.g., government issued identification or license numbers, personal bank account numbers, passport or visa numbers, credit card numbers, social security numbers, passwords and security credentials); or any other unnecessary personal identifiers (i.e., any information capable of truncation, hashing, or greater minimization); and any other categories of data for which the Service is not suitable or the input of which is unnecessary to make ordinary use of the Service per the Documentation and County's own policies and best practices in regards to Excluded Data.
7. "Intellectual Property Rights" or "IPR" means unpatented inventions, patent applications, patents, design rights, works of authorship, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how, ideas, concepts, algorithms, database schema, and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world with respect to all intellectual property incorporated into any Software or Development first created, or developed by Contractor in providing the Services.
8. "Software" means Contractor's proprietary Software: either (a) perpetually licensed and hosted by Contractor in a Hosted Environment, or (b) made available through an access-restricted website or designated IP address hosted via a third-party data center on a subscription basis inclusive with Maintenance/Support under a software-as-a-service model ("SaaS"). "Software" includes commercially available updates, enhancements, and new versions if County subscribes for Maintenance/Support.
9. "Source Code" means software in human-readable form, including all appropriate programmer's comments, data files and structures, header and include files, macros, make files, object libraries, programming tools not commercially available, technical specifications, flowcharts and logic diagrams, schematics, annotations and

documentation reasonably required or necessary to enable a competent independent third party programmer to create, operate, maintain, modify and improve such software without the help of any other person, and with data files containing Source Code in standard ASCII format readable by a text editor.

10. "User(s)" or means County's employees, representatives, consultants, contractors, or agents who use the Service on County's behalf or through County's account or passwords (whether or not authorized).

SECTION B. SERVICES: Contractor shall provide Hardware, Installation Services, Software and Support Services as described below to deliver a fully functional fleet management system and GPS monitoring system:

1. **HARDWARE:** Contractor shall provide GPS Equipment, Dashcams, Memory Cards, and related cabling as described in Exhibit A, attached hereto and made a part hereof for all purposes. The Hardware is provided as a part of the Subscription Service for Telematics Module/Cloud.
2. **SOFTWARE SUBSCRIPTION, LICENSE, OWNERSHIP, MAINTENANCE AND HOSTING.**
 - a. **SOFTWARE-AS-A-SERVICE SUBSCRIPTION.** Contractor shall provide County with subscription-based access to the software/service through an access-restricted website or designated IP address hosted via a third-party data center ("**SaaS**" or "**Service**") for County's governmental business purposes provided County complies with the applicable limitations on use set forth in Section B(2)(c) *Ownership; Restrictions; Utilization Limitations*.
 - i. Support. SaaS subscriptions include standard support pursuant to Section B(2)(d) *Maintenance & Support*.
 - ii. Hosting. SaaS subscriptions include standard hosting services pursuant to Section B(2)(e) *Hosting Services*.
 - iii. Delivery N/A. County agrees that orders for SaaS are service agreements due upon Effective Date for which delivery and acceptance is inapplicable and that no copies of the software nor license thereto shall be delivered nor granted to County.
 - b. **SOFTWARE LICENSE.** Contractor grants to County a non-exclusive, non-transferable, non-sublicensable, license to use the software as detailed in this Agreement and related documentation, up to the number of units or in the amount, quantity, and/or tier or as otherwise specified in this Agreement (e.g. Active Equipment Unit, Concurrent License, Enterprise License) for County's governmental business purposes provided County complies with the applicable restrictions set forth in Section B(2)(c) *Ownership; Restrictions; Utilization Limitations*. County's license is for (1) copy or image of the software within one (1) business entity for production purposes on approved database and application servers ("**Customer Environment**"). County shall not copy nor use the software for any other purpose except: (a) for archival purposes; (b) in connection with a disaster recovery program; or (c) for testing operation of the software outside of a live production environment.
 - c. **OWNERSHIP; RESTRICTIONS; UTILIZATION LIMITATIONS;**
 - i. Restrictions; Limitations. To the extent permitted by law and unless Parties agree otherwise, Section B(2)(a) (Software-as-a-Service Subscription) and Section B(2)(b) (Software License) are conditioned on the following limitations and restrictions. County shall not (indirectly or directly) attempt, permit, nor encourage any third party to: (a) copy, modify, enhance,

translate, change data structures, create derivative works from, distribute, publicly display or perform, sublicense, transfer, sell, rent, lease, or assign the software or documentation or otherwise encumber the Service; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive or modify the software or source code, underlying data structure, ideas, know-how, algorithms, or other trade secrets relevant to the Service; (c) engage in any activities that interfere or disrupt any computer, software, network, or other device used to provide the Service or otherwise impacting the Service or data contained therein; (d) gain unauthorized access; (e) remove any proprietary notices, labels, or markings from the software or documentation; (f) use the software or Service by more than one (1) business entity, in processing work for third parties, or for any purpose other than its internal business purposes, which does not include use by any parent, subsidiary, or affiliate of County nor any third party other than County's Users; (g) use the Service in a manner that violates laws or rights of others such as by inputting excluded data into the Service; (h) use the software or Service as part of a fail-safe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems, munitions, or weapons; (i) perform benchmark, availability/uptime, performance, or pen tests without prior consent; (j) use the software or Service to compete with Contractor; (k) engage in web or data scraping on or related to the Service, including without limitation collection of information through unapproved third-party vendor, bot, web crawler, or any software that simulates human activity; and (l) use the Service and/or software in excess of the licensed quantity or tier (e.g. Active Equipment Unit, Concurrent License, Enterprise License, etc.).

- ii. Ownership. County shall not obtain any ownership rights, title, or interest to the software or Services nor to any improvements, enhancements, derivatives, or modifications thereto. Any software, systems, methods, inventions, technology, and any intellectual property rights ("IPR") developed or otherwise arising during this Agreement shall remain exclusively owned by Contractor and/or its licensors. Notwithstanding anything to the contrary, Contractor shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data), and Contractor shall be free (during and after the term hereof) to: (a) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Contractor offerings, and (b) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

d. MAINTENANCE & SUPPORT

- i. Annual Support Subscription (i.e. Maintenance-as-a-Product). Subject to the terms and conditions of this Agreement, Contractor shall provide the latest updates, modifications, and enhancements (including correction of errors) which relate to the operation and performance of the software or SaaS (hereinafter referred to collectively as the "**Service(s)**") as they are developed and made generally available in accordance with the

maintenance and support schedule published by Contractor (collectively “**Maintenance**” or “**Support**”). Subscriptions to Maintenance include:

1. Technical Assistance. Contractor shall make available technically qualified personnel to respond to all reasonable support requests made by County during normal business hours, published by Contractors Customer Care (excluding legal holidays).
2. Technical Literature. Contractor shall make available all technical literature (i.e. “Documentation”, hereafter) in electronic format that is relevant to the operation of the Service within the scope of County’s operations.
3. Correction of Deviations. Contractor shall take reasonably necessary steps to correct errors and/or malfunctions (“**Deviation(s)**”) without undue delay that, in the mutual and reasonable opinion of the Parties, constitute a serious impediment to the normal intended use of the Service as set forth in the Documentation. Corrections to Deviations which do not rise to this level shall be distributed to County in accordance with Contractors’ normal maintenance schedule.
4. Software Revisions & New Versions. The Software may be revised by Contractor to correct Deviations and/or for upgrades, enhancements, improvements, or modifications designed to improve performance and/or increase capabilities of the Software. Revisions may be mandatory or optional and are included at no cost with annual subscription to Maintenance. New products or versions may also be added to the Software from time to time by Contractor. Compared to revisions, new products are those products that substantially improve the performance, functionality, and capability of the Software.
5. Maintenance Exclusions. Subscriptions to Maintenance do not include: (a) custom programming, consulting, configuration services, migration or upgrade support; (b) on-site support or installation, travel, hotel, and per-diem expenses related thereto; (c) support of any software other than the Software accessed as part of the Service; (d) training; (e) support for third-party integrations; (f) support of County’s computer equipment, servers, printers, or problems which arise therefrom; (g) remediation of issues resulting from: County’s misuse of the Software or data files in contravention of the Documentation, failure to implement a mandatory revision or update the Software to a current or supported version when recommended, or failure to obtain, or decision otherwise previously made to forgo Maintenance; (h) diagnostic assistance for issues unrelated to a Deviation.

e. HOSTING

- i. Scope of Services. Contractor provides hosting services via a third-party data center (“Hosted Environment”) inclusive with subscriptions to SaaS and to support installation and upgrade management of Software licensed by County (“Hosting Services”). Hosting Services or SaaS, for purpose of the Agreement includes the following:
 1. Application. Application refers to Contractors’ proprietary software and third-party software.

2. Support Software. Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Application as detailed in the Documentation.
3. Hosted Environment Hardware. Server infrastructure using redundant web and database servers is deployed within the Hosted Environment. If required, County shall provide the telecommunications equipment, communications line, and services for connecting County's site to the Hosted Environment.
4. Database Instances. Contractor shall maintain a single production database instance to provide daily, real-time transaction data to Users and shall populate a test database with County's production data up to four (4) times in any twelve (12) month period at no additional cost. If applicable, updates or patches are first introduced to the test environment and County is responsible to test and report errors within ten (10) days, otherwise the new release or patch shall then be discharged in the production environment. Contractor may use the test environment to troubleshoot or configure and test new functionalities or reports. A Reporting Database shall be provided on a 24-hour refresh.
5. Custom Reports. For an additional fee, as described in Exhibit A, Contractor shall certify a County-built report for scheduling execution from within the Application directly against the production database, certifying that the report performs within appropriate performance guidelines and does not cause unacceptable response time issues. Once certified, Contractor shall install the report into County's production environment to make it available for execution submission from within the Application.
6. Backups. Hosted Environment database and incremental file Service backups are performed daily with local retention at fifteen (15) to thirty (30) days, local workloads enabled with cloud tiering to Microsoft Azure Blob storage for archive data from thirty-one (31) to ninety (90) days; target recovery time objective (RTO) is forty-eight (48) hours or a maximum of four (4) business days; Recovery Point Objective (RPO) is under one (1) minute.
7. Hours of Service Operation. Application shall be accessible and available to County and capable of normal operating functions twenty-four (24) hours-per-day, seven (7) days-per-week, except for periods of scheduled maintenance and Contractors' approved outages with prior notification to County. Contractor shall not be held responsible for inaccessibility arising from communications problems occurring beyond Contractors' external network interface nor shall those hours of inaccessibility count as unavailable.
8. Hosted Environment Maintenance. Contractor shall complete routine maintenance, including application upgrades, on the Hosted Environment according to the published schedule. Upgrade/patch notifications are normally sent two (2) business days in advance and generally occur during off-hours. All routine, additional, and emergency maintenance shall be considered a period of scheduled maintenance. Contractor shall endeavor to provide at least thirty (30) days' notice of any changes in the schedule. If additional non-emergency maintenance outside of the scheduled maintenance

window is required, Contractor shall notify County in writing and Parties shall mutually agree on the downtime.

9. Data Classification. The Hosted Environment maintains SSAE-16 SOC 2 certification/ISO27001 compliance as a facility housing CUI (Controlled Unclassified Information) data based on the DOJ assessment using NIST 800-53 guidelines for FISMA (Federal Information Standards Management Agency) standards. (SC Information Service = [(confidentiality, MODERATE), (integrity, LOW), (availability, LOW)]).
- ii. County Responsibilities. The Service specifically excludes the following items which County agrees to be responsible for:
 1. Maintenance Exclusions. All items listed within Section B(2)(d)(i)(5) (Maintenance Exclusions) including (but is not limited to) remediation of issues which do not constitute a Deviation. Contractor shall have no obligation but may attempt to correct such situations at County's expense, but only with County's written approval after review of an estimate of the expected costs and depending on the amount of the estimate, an amendment to this contract.
 2. Proper Use. Ensuring the Service is used in accordance with this Agreement and in a manner that does not violate nor threaten to violate applicable laws or rights of others (such as by inputting Excluded Data into the Service) and promptly notifying Contractor upon discovery of misuse or suspected misuse by County or its Users.
 3. Unauthorized Access. County shall take reasonable steps to prevent unauthorized access to the Service such as by protecting passwords and securely managing log-in credentials. County shall notify Contractor immediately of any suspected unauthorized use of the Service or breach of its security and shall use best efforts to stop said breach.
 4. Key Personnel. Assigning primary and alternate County-designated key personnel to coordinate all communications and activities related to the Services on a regular basis.
 5. County Resources. County shall: (i) provide, maintain, and make available to Contractor, at County's expense and in a timely manner, the resources, personnel, and documentation described in the Agreement and reasonably requested by Contractor; (ii) designate qualified representatives with project management responsibilities and/or decision-making authority to regularly consult with Contractor; (iii) assign primary and alternate County key personnel to coordinate all communications; and (iv) meet all assumptions (e.g. site readiness) and be responsible for any delays should any assumptions not be met.
 6. County Credentials & Application-level Security. Providing up-to-date User identification data, determining the appropriate security profile for each User, keeping all User identifications and passwords secure ("Customer Credentials"), and promptly notifying Contractor upon suspicion that Customer Credentials were compromised. County is solely responsible for application-level security and for secure management of Customer Credentials.

7. County's Site. Installation, operation, and maintenance of all workstation software, existing data communications and configurations, LAN, hardware, or other application software required at County's site. County shall provide IP address access to its site for any performance evaluation requested by the County, if any.
8. County's Environment. Ensuring Software deployed to the County Environment (if applicable) complies with the Documentation and does not exceed the licensed quantity.
9. Testing updates, fixes, and upgrades. Testing updates or patches and reporting any errors within ten (10) days of their introduction to the test environment or otherwise during the mutually agreed testing period.
10. Diligent Troubleshooting. County must perform analysis of suspected problems to determine their specific nature and possible causes before calling Contractor for assistance. Notwithstanding this diligence requirement, County is responsible for informing Contractor of any problems encountered in a timely manner.

f. Service Level Objectives.

- i. Availability. Contractor shall use commercially reasonable efforts to provide Services with an average of 99% Availability for each quarter during the term. For purposes of the Agreement, "Availability" during any quarter refers to County's Users' ability (i.e. documented inability) to log into the production environment during such quarter calculated as follows:

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

"X" is the Availability of the production environment during the quarter, expressed as percentage (%);

"Y" is the total number of hours in such quarter minus the number of hours during such quarter that the County is unable to log in because of: (a) regularly scheduled maintenance windows and other times for which County received reasonable notice in advance thereof; (b) Force Majeure, third-party integrations, and other circumstances outside Contractors' reasonable control ; (c) non-performance of hardware, software, County's internet service provider (ISP) connections, and/or non-performance of equipment that is neither provided nor certified by Contractor except as such non-performance is directly caused by Contractor; and

"Z" is the number of hours in such quarter during which County is unable to log into the production environment (exclusive of items set forth in the definition of "Y" above and de minimis outages); provided that Contractor was notified or reasonably should be aware of County's inability to log into the production environment.

- ii. Service Credit. In the unlikely event Availability is less than ninety-nine percent (99%) during any two (2) consecutive quarters, County shall receive a service credit (i.e. fee adjustment) of five percent (5%) of the applicable Service fees paid, subject to County delivering written notice (detailing the alleged unavailability, time/duration, location/users impacted (if applicable), and description of resolution attempts) within fifteen (15) days of the relevant quarter's end in writing to Contractors' office address and subject to County's compliance with the terms of this Agreement. Upon receipt of such notice, Contractor shall have thirty (30) days to investigate the contention and, if it is determined that Contractor did in fact fail to meet the applicable Availability level, County shall receive the appropriate service credit to its account during the next invoice cycle. THE SERVICE CREDIT SET FORTH ABOVE SHALL BE COUNTY'S SOLE REMEDY AND CONTRACTORS' ENTIRE LIABILITY IN THE EVENT OF A BREACH OF THESE SERVICE LEVEL OBJECTIVES.

- iii. Performance Reports. Contractor shall provide County a written performance report including availability metrics, biannually, at no additional expense to the County.

3. Project Initiation

- a. Contractor shall, within ten (10) business days from the Effective Date of this Agreement, schedule a "Project" Initiation Meeting with the County's Project Manager ("Project Manager") and designated County staff ("Project Team") at a date, time, and format to be agreed upon by both Parties. Contractor shall provide any deliverables to be prepared in advance, and a proposed agenda with any additional topics to be addressed during the Project Initiation Meeting. As part of the Project Initiation Meeting, the Parties shall, at a minimum:
 - i. Establish a mutually agreed upon Project Schedule to accomplish key tasks with durations for each task conforming substantially to the Contractor's Proposed Project Plan and Schedule, described herein in Section B(4).
 - ii. Review the scope of work and identify any Project issues that may need to be addressed during the course of the Project.
 - iii. Establish communication protocols, meeting frequency, and meeting format, with meetings occurring online in a virtual format. Develop requirements for periodic status reporting and evaluation. Develop the schedule for Contractor to perform in-person data collection on County facilities and assets.
 - iv. Identify document format and data transfer methods between Contractor and Project Team related to the performance of this Agreement.
- b. Contractor shall provide detailed and complete written documentation of this meeting, a finalized Project Plan and a finalized Project Schedule to County within five (5) business days of the meeting. The Project Plan and Project Schedule shall be subject to County Project Manager review and approval. Project implementation shall commence only after County approval of the Project Plan and Project Schedule, which may be adjusted throughout Project implementation upon mutual written agreement of both Parties.

4. Implementation and Training. Contractor shall commence Implementation and associated Training on a mutually acceptable date as identified in the Project Plan and Project Schedule, promptly following the Project Initiation Meeting, described in Section B(3). Completion of implementation shall be pursuant to the Project Plan and Project Schedule. Contractor shall provide County, at a minimum, the following Implementation Services:

- a. All Implementation and Training Services shall be performed remotely using web teleconferencing.
- b. Training shall be delivered as "train the trainer" for system administrators, maximum class size is ten (10) participants. Training topics shall include but not be limited to:
 - i. Setup of trouble codes to create work/service requests
 - ii. Setup of trouble codes to create work/service requests with work orders

- iii. How to see work/service requests in out-of-box reporting
 - iv. Dashboard gadget setup to show service requests and filter by trouble code
- c. Contractor shall provide standard training materials for delivered trainings.
- d. Contractor shall install and configure the AssetWorks Telematics Cloud integration to FleetFocus/AssetWorks Enterprise Asset Management ("EAM"), AssetWorks GPS shall utilize the Telematics Cloud platform for the integration with the most recent stable version.
- e. Contractor will implement a bi-directional Asset Synchronization service for FleetFocusFA for use with AssetWorks GPS.
- f. Contractor shall utilize existing functionality and out-of-box FleetFocus/AssetWorks EAM settings and design features within the current supported versions of the FleetFocus/AssetWorks EAM product. Configuration services include meetings with County to review Diagnostic Trouble Code ("DTC") management-related workflows.
- g. Data is limited to vehicle meters or other telemetry readings including things like fuel consumption, mileage, DTCs, and GPS data.
- h. County shall confirm that fleet assets are set up in FleetFocus/AssetWorks EAM for configuration to support AssetWorks Telematics Cloud functionality.
- i. County shall identify which trouble codes to categorize during the implementation.
- j. Contractor shall provide training on the available tools to allow for configuration of DTCs by County.
- k. Contractor shall enable an out-of-the-box notification that notifies the recipient of newly created service requests or work orders.
- l. After train-the-trainer training and configuration sessions are complete, County shall be responsible for finalizing the setup in FleetFocus/AssetWorks EAM and shall be responsible for loading all data required.
- m. Contractor shall configure the integration first in a testing environment to ensure the data is flowing and displaying where expected in FleetFocus/AssetWorks EAM. Upon testing completion, Contractor shall then configure the integration in the production environment.
- n. Once go-live is determined, in accordance with the Project Schedule, the interface shall be activated by Contractor, and County shall be responsible for the ongoing monitoring of the interface schedule and all error management.
- o. Contractor shall be responsible for assisting County with setting up the interface(s) for testing and validation that interface(s) connect and operate successfully.

5. Functional Requirements. Contractor shall guarantee that the platform or software shall conform to the functional descriptions described below or their functional equivalent, throughout the term of this Agreement:

- a. Contractor shall comply with all applicable County Technology Standards as described in Exhibit B.
- b. **Asset Management, the Service shall:**
 - i. Accommodate asset classes for fleet maintenance services.
 - ii. Identify and record various asset types such as equipment, equipment inventory, and associated component systems.
 - iii. Provide tracking and viewing of specific assets, their attributes, work and maintenance history, cost of maintenance, replacement of asset subcomponents, retiring the asset and other lifecycle management events.
 - iv. Provide tracking of asset location, movement and movement history.

- v. Provide tracking of work completed on assets including manpower requirements, materials needed and used, contractor identification for work completed by non-staff resources, after hours work performed and if the work was covered under warranty.
- vi. Provide editing and tracking of each assets' attributes.
- vii. Provide parent-child relationships as well as the ability to attach components to an asset (i.e. transmission to a vehicle).
- viii. Track the life of an asset and schedule its replacement, based on the asset's history.
- ix. Scan barcodes or QR-codes for asset identification and recordkeeping, if applicable.
- x. Identify and associate work done on an asset and record and track the total cost of maintaining the asset.
- xi. Provide alert-tolerances once a designated percentage of an asset is consumed or depreciated and track the work-call history against each asset for measuring performance and replacement.
- xii. Provide functionality to plan for the replacement of an asset.
- xiii. Produce, track, and maintain warranty information, maintenance renewals, and generate inspections on all assets, along with the ability to issue preventive maintenance recommendations and work orders.
- xiv. Provide customizable inspection of asset condition categories.
- xv. Provide the ability to extract asset information based on accounting codes for billing and inquiry purposes and to integrate cost and value of an asset with financial management software.
- xvi. Document inspection results which impact asset condition.
- xvii. Calculate depreciation based on purchase date, original cost, schedule of useful life by asset and current date, with an ability to also track extended serviceable life by replacing key equipment subcomponents.

c. Request Management, also known as Issue Reporting, the Service shall:

- i. Provide the ability to intake or receive requests from internal staff and external County customers.
- ii. Provide multiple ways to take or receive requests (smartphone, phone call, website, etc.)
- iii. Provide a way to avoid duplicate or redundant requests.
- iv. Provide roll-up of work activities for project level costing and tracking.
- v. Track labor, equipment and materials costs by asset.
- vi. Provide the ability to add and view attachments, to both asset records and inspection records.
- vii. Set up preventative maintenance schedules on assets and trigger work-orders based on asset condition, time, and usage.
- viii. Provide a mobile application (for example through Apple Store) which is capable of completing work-orders, receiving entries of new resources, creating records of new assets and editing existing assets and attributes.
- ix. Provide documentation of the final configuration, including any application specific setup.

d. Work Order Management, the Service shall:

- i. Have the ability to electronically initiate/stop, assign, dispatch, and track electronic work orders against an asset, and track from inception through completion with a flexible, easily managed workflow process.
- ii. Allow Authorized Users (technicians, managers, superintendents, etc.) the ability to add comments or explanations to a work order to provide problem resolution or explanation in determining problem causes that would be useful for building and sharing information on a knowledge base.
- iii. Track the status of a work order, the work performed and estimates of completion for an issued work order.
- iv. Have the ability to start/stop tasks, enter parts and parts requests.
- v. Have the ability to estimate time, materials, and total cost to complete work tasks.
- vi. Track work order timelines.
- vii. Have the ability to assign and reassign a work order to individuals or work groups.
- viii. Provide two-way communication between maintenance staff and equipment users with email updates automatically sent to individuals who requested work be performed.
- ix. Require workers and technicians to comment on work performed, prior to requesting a work order be closed.
- x. Provide for major maintenance forecasting and planning based on the age of assets and other metrics.
- xi. Provide shop scheduling and the ability to track shop activity.

e. Motor Pool Management, the Service shall:

- i. Provide motor pool management functionality.
- ii. Provide the ability to manage reservations.

f. GPS and Telematics, the service shall:

- i. Integrate with fleet management/asset management services.
- ii. Capture data points from equipment, including but not limited to mileage, driver behavior, vehicle location, vehicle history, route history and maintenance.
- iii. Provide reporting on driver behavior including speed, swerving, hard braking and unauthorized use.
- iv. Provide Engine hour/asset run-time capture.
- v. Provide Real-time trouble code capture.
- vi. Monitor the time a vehicle is idling while in operation.
- vii. Integrate with cameras installed in vehicles, to allow for image capture while the vehicle is in use.
- viii. Provide Geofencing capability to disable camera within a specified geographic boundary, and initiate recording when leaving the boundary.
- ix. Allow for data collected from an event triggered by user behavior (e.g. aggressive driving/impact, following too close, using cellphone, etc.) to be automatically pushed to cloud storage.
- x. Ensure event data stored in the cloud is accessible by County for one (1) year, with two (2) additional years storage in archive available to County upon request from Contractor.
- xi. Provide County the ability to download and store event data locally.
- xii. Provide the ability to assign employees to be monitored by each supervisor/manager.

- xiii. Ensure an operator shall have the ability to sign in as the operator of that vehicle prior to initiating a trip.
- xiv. Provide the ability to track such vehicle functions such as plow up/down and salt spreader on/off where applicable.

6. Additional or Optional Services or Functionality. Contractor may continually develop, alter, deliver, and provide to the County, ongoing innovation to the Services, in the form of new features, functionality, and efficiencies. Upon County request, and at County's sole discretion, Contractor shall provide additional, optional, managed, and professional services and training as described below in accordance with the rates specified in Exhibit A and consistent with applicable procurement and appropriation laws.

- a. Contractor, as part of the Services and Licensed Software, throughout the term of this Agreement, may offer at no additional cost to the County, future additional features, and services not specifically named herein and may provide such free services upon prior written County request and approval.

SECTION C. TERM: The term of this Agreement shall commence March 4, 2026, and shall continue through February 28, 2031, unless sooner terminated, as provided herein. The Agreement may be renewed by mutual agreement of the Parties, for up to two (2) additional one (1) year terms, consistent with applicable procurement and appropriations laws.

SECTION D. COMPENSATION:

1. Amount of Compensation. County shall pay compensation for performance of the Services in an amount not to exceed ONE MILLION TWO HUNDRED FIFTEEN THOUSAND SIX HUNDRED NINE AND 32/100 DOLLARS (\$1,215,609.32), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the compensation rate schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.

- a. **Hardware Fees.** County shall pay a one (1) time compensation fee for Hardware, as described in Exhibit A, Table 1 in a total not-to-exceed amount of TWENTY-ONE THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS (\$21,560.00). Hardware as set forth in Section B shall be billed and invoiced as delivered. Shipping charges are additional and will be billed as incurred.
- b. **Shipping Charges.** County shall pay a one (1) time compensation fee for shipping of Hardware, as described in Exhibit A, Table 1 in a total not-to-exceed amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00). Shipping Charges shall be billed and invoiced upon delivery of Hardware.
- c. **Subscription Fees:** County shall pay subscription fees, as described in Exhibit A, Table 2, in a total not-to-exceed amount for the term of this Agreement in the amount of SEVEN HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$798,945.00). County shall pay the subscription fees annually upon receipt of invoice, beginning on the Effective Date.
- d.

- e. Telematics Services Fees: County shall pay a one (1) time compensation fee for telematics services, as described in Exhibit A, Table 3, in a total not-to-exceed amount of SIX THOUSAND NINE HUNDRED FIFTEEN AND 84/100 DOLLARS (\$6,915.84). Telematics Services as set forth in Section B shall be billed and invoiced as delivered.
- f. County shall pay maintenance and support, as described in Exhibit A, Table 4, in a total not-to exceed amount for the term of this Agreement in the amount of NINETY THOUSAND SIX HUNDRED NINETY-TWO AND NO/100 DOLLARS (\$90,692.00). County shall pay the maintenance and support fees annually in advance, beginning on March 1, 2026, and thereafter on the subsequent anniversary, unless terminated in writing by County
- g. County shall pay Hosting and Reports Developer Server fees, as described in Exhibit A, Table 5, in a total not-to exceed amount for the term of this Agreement in the amount of TWO HUNDRED EIGHTY-FOUR THOUSAND FOUR HUNDRED NINETY-SIX AND 48/100 DOLLARS (\$284,496.48). County shall pay the maintenance and support fees annually in advance, beginning on March 1, 2026, and thereafter on the subsequent anniversary, unless terminated in writing by County.
- h. **Additional Optional Professional Services.** At any time during the term of this Agreement, County may request Additional Optional Training at County's sole option in accordance with the Compensation Rate Schedule in Exhibit A, Table 6, in a total not-to-exceed amount for the term of this Agreement in the amount of EIGHT THOUSAND AND 00/100 DOLLARS (\$8,000.00), which amount does not include applicable NMGR.

2. Total Not-to-Exceed Compensation Amount. The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services estimated by County and specified in Section D(1) herein, unless approved by amendment to this Agreement. Any increase to the not-to-exceed compensation amount provided herein must be authorized by an amendment to this Agreement. This provision shall not be construed to conflict with County's discretion to determine when Contractor's optional Services are needed or to conflict with the agreed-upon rates stated herein. It is the sole responsibility of Contractor to ensure that all work performed, inclusive of all additional and optional services, does not exceed the not-to-exceed amount of this Agreement or any subsequent amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount is not a just and lawful debt payable to Contractor.

3. Invoices. Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Contractor shall invoice Telematics Services after successful configuration of the Hardware and Services. Contractor shall invoice Hardware upon delivery of the Hardware. Contractor shall invoice subscription fees, maintenance and support, hosting and reports developer fees annually as described in Section D(1). Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION E. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION F. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

SECTION G. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION H. DELIVERABLES AND USE OF DOCUMENTS: All non-IP deliverables required under this Agreement, including material, products, reports, databases, and any other output products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. For clarity, non-IP deliverables are County requested reports populated with County data. Work for hire as used in this Agreement, or any other document considered to be part of this Agreement, shall expressly exclude software, configurations, implementations, tools, templates, and any other pre-existing materials, including, but not limited to configurations, methodologies, and derivative software-related materials fundamental to Contractor's intellectual property portfolio. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION I. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION J. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay

compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Cyber Insurance:** In addition to insurance required under the Agreement, Contractor shall, at its sole cost and expense, procure and maintain through the term of the Agreement and for two (2) years following the termination or expiration of the Agreement, cyber/network privacy insurance with limits of THREE MILLION DOLLARS (\$3,000,000.00) per claim/in aggregate. Such policy shall provide coverage for disclosures and/or breaches of County Data arising out of or relating to Contractor's Services. Such policy shall also include coverage for the costs associated with restoring lost or damaged County Data, sending breach notifications to affected individuals, public relations expenses, fines, and penalties. Such policy shall not contain exclusions for the acts or omissions of either Contractor, County, or their respective employees, agents, subcontractors, or volunteers, whether intentional or unintentional, resulting in or relating to any use of County Data not expressly permitted by this Agreement. Contractor must notify County at least thirty (30) days prior to the cancellation or modification of such policy.
4. Except for claims based on intellectual property infringement, gross negligence, or willful misconduct, Contractor's total indemnification obligations to County shall be limited to the minimum insurance limits required under this Section. Other than indemnification obligations, Contractor's total liability to County shall be limited to the total amount of fees paid to Contractor over the twelve (12) months prior to the date the claim arose.

SECTION K. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION L. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

SECTION M. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

SECTION N. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. Contractor shall be permitted to seek injunctive relief in US District Court, District of New Mexico for any claims against County for intellectual property infringement or violations of Contractor's confidentiality/security rights.

SECTION O. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the Parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel. Contractor shall be permitted to seek injunctive relief in US District Court, District of New Mexico for any claims against County for intellectual property infringement or violations of Contractor's confidentiality/security rights.

SECTION P. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION Q. INDEMNITY: Contractor shall indemnify County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including reasonable attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the wrongful acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement. Except for claims based on intellectual property infringement, gross negligence, or willful misconduct, Contractor's total indemnification obligations to County shall be limited to the minimum insurance limits required under Section J. Other than indemnification obligations, Contractor's total liability to County shall be limited to the total amount of fees paid to Contractor over the twelve (12) months prior to the date the claim arose.

County is subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et. seq., NMSA 1978) and any amendments thereto. This paragraph is intended only to define the County's liabilities with the Contractor and is not intended to modify, in any way, the County's liabilities as governed by common law or the New Mexico Tort Claims Act.

SECTION R. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could

not have been reasonably avoided by exercise of due diligence; provided, however, that the party failing to perform shall (i) as soon as possible, inform the other party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

SECTION S. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the **County Manager**. Contractor shall be permitted to assign this Agreement upon not less than thirty (30) days prior notice, and written consent of the County Manager, which shall not be unreasonably withheld, due to an internal corporate reorganization or rebranding which does not result in a change of ownership.

SECTION T. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION U. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform Services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION V. TERMINATION:

- 1. Generally.** The **County Manager** may terminate this Agreement with cause or for convenience upon ten (10) business days prior written notice to Contractor. Upon termination for cause, Contractor shall be paid for Products/Services actually delivered/completed in accordance with this Agreement at the rate set out in Section D. Contractor shall refund any prepaid fees covering the remainder of the term after the effective date of termination for cause. Contractor shall render a final report of the Services performed to the date of termination for cause and shall turn over to County originals of all specifically designated custom deliverables prepared pursuant to this Agreement. Upon termination by County for convenience, County shall compensate Contractor for all work performed up to the termination for convenience date and non-cancelable commitments and refund unearned fees in accordance with NMSA 1978, Section 6-6-11, prohibiting the County from paying for services not rendered, as permitted by applicable law, and in accordance with any non-appropriation conditions affecting the County as cited in Section V.2.
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety

(90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION W. NOTICE: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

Pete Mondragon, Fleet Manager
Incorporated County of Los Alamos
101 Camino Entrada, Building 3
Los Alamos, New Mexico 87544
E-mail: pete.mondragon@losalamosnm.gov

Contractor:

Greg Richards, General Manager
AssetWorks, Inc.
1001 Old Cassatt Road, Suite 204
Berwyn, Pennsylvania 19312
E-mail: greg.richards@assetworks.com

With a copy to:

County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544
E-mail: ~Attorney@losalamosnm.gov

SECTION X. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the Parties with reference to the Services described herein and expresses the entire Agreement and understanding between the Parties with reference to said Services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION Y. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION Z. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION AA. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit C. Contractor must submit this form with this Agreement, if applicable.

SECTION AB. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AC. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AD. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the Parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

SECTION AE. CONFIDENTIAL INFORMATION: Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit D. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

MICHAEL D. REDONDO
COUNTY CLERK

BY: _____
ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

ASSETWORKS INC., A DELAWARE CORPORATION

BY: _____
GREG RICHARDS **DATE**
GENERAL MANAGER

Exhibit A
Compensation Rate Schedule
AGR25-991

GPS Equipment, SaaS Services, and Telematics Services

Table 1 - GPS Hardware (One-Time Fees)

Part #	Description	Quantity	Unit Price	Extended Price
79V-002	ME79 v2 GPS/Telematics Device	245	\$0.00	\$0.00
7-OBD-2IO-SF	ME79 Cable with OBD II (16-Pin), 2 IO Leads and Secure Fueling	206	\$0.00	\$0.00
7-J1939-2IO-SF	ME79 Cable with J1939 (9-Pin), 2 IO Leads and Secure Fueling	39	\$0.00	\$0.00
99-A0000107-01	AIR-II Dual Forward Facing Dashcam with OBDIIv2 Install Kit (A2K03)	245	\$0.00	\$0.00
BGMSD128	128GB SD Card for AIR Series Dashcam	245	\$0.00	\$0.00
99-A0000092-01	External Aux Camera Kit (ECM03)	245	\$88.00	\$21,560.00
GPS Hardware Not-to-Exceed				\$21,560.00
Hardware Shipping Not-to-Exceed				\$5,000.00

Table 2 - SaaS (Annual Fees)

Description	Quantity	Monthly Price/Unit	Extended Price	Annual Price
AssetWorks GPS Bundle (includes hardware, Monthly Subscription and Telematics Module/Cloud)	245	\$19.40	\$4,753.00	\$57,036.00
AssetWorks Telematics Integration License - Includes Telematics Module/Cloud (AW Client)	245	\$0.00	\$0.00	\$0.00
AIR-II Dual Facing Dashcam Bundle (includes AIR II AI Dashcam, 128GB Memory Card, 3-Wire Installation Harness, Windshield Mounting Plate, AI Dashcam Module in AssetWorks GPS, up to 1GB/Month Wireless Airtime).	245	\$34.95	\$8,562.75	\$102,753.00
Year 1 Fee				\$159,789.00
Year 2 Fee (Includes SaaS Fees)				\$159,789.00
Year 3 Fee (Includes SaaS Fees)				\$159,789.00
Optional, Year 4 Fee (Includes SaaS Fees)				\$159,789.00
Optional, Year 5 Fee (Includes SaaS Fees)				\$159,789.00
SaaS Services Not to Exceed Amount				\$798,945.00
GPS Equipment, Shipping, SaaS Services and Telematics Not to Exceed Amount (Total of Table 1 and Table 2)				\$825,505.00

Table 3 - Telematics Services (One-Time Fees)

Description	Extended Price
Configure and Test Telematics Cloud interface adaptor Single Provider - 32 Hours x \$216.12	\$6,915.84
Telematics Services Not-to-Exceed Amount	\$6,915.84

Maintenance, Support, and Hosting Services**Table 4 - FleetFocus FA Maintenance and Support**

Description	Support Period 3/1/2026- 2/28/2027	Support Period 3/1/2027- 2/28/2028	Support Period 3/1/2028- 2/28/2029	Support Period 3/1/2029- 2/28/2030	Support Period 3/1/2030- 2/28/2031
FleetFocus FA Maintenance and Support, license for up to 400 active equipment units.*	\$15,736.97	\$16,838.56	\$18,017.26	\$19,278.47	\$20,820.74
FleetFocus FA Maintenance and Support Not-to-Exceed Amount					\$90,692.00
*Includes - Bar Code, Call Center, Crystal Reports Embedded, Customer Access, Enterprise Portal, Equipment Planning, KeyValet, KPI/Dashboards, Labor Capture, Maxqueue, MobileFocus for 1 device, Motor Pool, Notifications, Production Planning, Query, Replacement Modeling, Reporting, Reservations, Service Level Agreements, Service Requests, Shop Activity, Shop Scheduling, Warranty, and API subscription - all existing APIs excluding Telematics Cloud					

Table 5 - Hosting and Reports Developer Server

Description	Support Period 3/1/2026- 2/28/2027	Support Period 3/1/2027- 2/28/2028	Support Period 3/1/2028- 2/28/2029	Support Period 3/1/2029- 2/28/2030	Support Period 3/1/2030- 2/28/2031
Application Hosting, FleetFocus FA for up to 400 active equipment Units	\$34,029.40	\$26,411.56	\$38,960.37	\$41,687.60	\$45,022.61
Reports Developer Server	\$15,336.63	\$16,410.20	\$17,558.91	\$18,788.03	\$20,291.08
Annual Total *Includes product updates and enhancements, unlimited email and telephone support.	\$49,366.13	\$52,821.76	\$56,519.28	\$60,475.63	\$65,313.68
FleetFocus FA Hosting and Report Developer Server Not-to-Exceed Amount					\$284,496.48

FleetFocus FA Maintenance and Support, Hosting and Report Developer Not-to-Exceed Amount (Total of Table 4 and Table 5)	\$375,188.48
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Table 6 - Additional and Optional Services

Description	Extended Price
Professional Services Fee x \$216.12 Per Hour, at County's sole option and with written authorization of the County Manager. Not-to-Exceed.	\$8,000.00
Total Not-to-Exceed Amount	\$1,215,609.32

Exhibit B
County Technology Standards Requirements for On-Premise, Hybrid, or
Cloud/Hosted Solutions
AGR25-991

The following Los Alamos County Technology Standards are required and shall be supported by the vendor, contractor, reseller henceforth in this document called “Operator”, for any County solicitation requiring technology or integration to the County network and incorporated into any resultant agreement. Standards are listed with the expectation that the Operator will provide software updates to allow Los Alamos County to stay on supported versions of hardware, underlying software and protocols as outlined below.

Respondents must provide documentation that they meet the requirements in respect to the solution that they are responding with. **On premise respondents do not need to comply with hosted requirements. Hosted solution respondents do not need to comply with on-premise requirements. If the solution is a hybrid of both categories of solution, then both on-premise and hosted requirements apply as applicable to the response.**

For each standard requirement in the table below, check “YES” to indicate compliance, “NO” to indicate non-compliance, or “N/A” to indicate that the requirement is not applicable. In the cell beneath each standard requirement, **briefly** describe **how** Offeror will comply or why a standard requirement is not applicable. If Offeror can comply, but not exactly in the way described in the standard, please describe the substantial equivalent offered or alternate method for conforming to the requirement.

Where other County policies or documents are referenced, County will provide these documents upon request.

	STANDARD REQUIREMENT	YES	NO	N/A
Server Operating system (OS) (On-Premises)	Microsoft (MS) Windows Server 2019, 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level. Departments will be responsible for licensing costs and must request cost estimates from Information Management (IM) Division.	x		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Server Hardware (On-Premise)	Preferred: Use of County VMware server platform. Environment design must be submitted and reviewed by IM Division for acceptance. Proposals shall include required hardware and licensing of VMware, operating system, and proposed application-based requirements. Application with a proven Virtual installation template is preferred.	x		

	Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel or AMD based server (standalone or blade server as determined by Los Alamos County IM Division with a minimum 64 GB RAM and RAID capability. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft at the latest stable patch level.			
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Network (On-Premise)	Supported network protocol is TCP/IP (IPv4). Standards based NIC rated at 100/1000/10G copper or fiber is supported. If considering a 10G connection County IT network group shall be consulted to ensure equipment compatibility and availability at proposed site. Additional hardware cost, may be required of the project, based on project requirements, equipment and availability. The County uses Cisco technology as its default network equipment standard. Solutions shall be compatible with Cisco Network Technology.	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Remote Network Access (On-Premise)	Direct remote access to the County network and server environment shall be done using the County's Cisco AnyConnect SSH VPN. Once a VPN connection is established end-point connections are supported via Microsoft RDP. Operator support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy #1210.	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
LAC Network Account Privilege (On-Premise & Hosted)	Desktop Client Software shall function for end users with standard user privileges; user cannot install software and shall not have administrative rights.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				

Desk Hardware (On-Premise & Hosted)	Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 8 GB RAM, Intel integrated graphics 1280 capable video minimum, display port, input or HDMI, 4 USB 2/3 ports. Support deployment onto Azure Virtual Desktop (AVD) platform, specifically cloud-based platforms from Microsoft Azure, Amazon Web Service (AWS), Google Cloud Platform or Oracle Cloud Infrastructure (OCI)	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Desktop OS (On-Premise & Hosted)	Microsoft Windows 10 & 11 at current Service Pack (SP).	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Internet Browser (On-Premise & Hosted)	Internal County Network: Google Chrome and Edge, at its latest version, are the installed browsers on county devices. Google Chrome is the county standard. New web Applications must be based on HTML5. Applications requiring Internet Explorer, Microsoft Silverlight, Java and Flash are not supported. IM Division shall be consulted for compatibility issues prior to considering new application purchases requiring Java.	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Database Software Products (On-Premise)	Supported database software is Microsoft (MS) SQL server version 2019 and above. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware, and maintenance in support of proposed project or instance install to the County MS SQL Server Environment. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed projects require review and purchasing as part of the project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft. • Passwords are not permitted to be transported in clear/plain text. • Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA. • Only database instances can be installed on the County MS-SQL Environment. If a vendor software component install is necessary on	X		

	the database server, a standalone installation will be required. • Vendor software must use standard Access & Connection architecture for accessing databases on the County MS-SQL Environment. • Applications based on Microsoft Access are not supported. Applications based on SQLEXPRESS version should be reviewed and the limitation understood by the customers and the vendor. Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS-SQL Server format.			
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Internet: Collaboration and Web Publishing (On-Premise & Hosted)	Use of Internet apps or links shall be considered in collaboration with the Los Alamos Information Management Division Applications group for review to ensure that compatibility and Internet publishing protocols have been satisfied prior to formation of any agreement or installation.	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Intranet: Collaboration and Web Publishing (On-Premise & Hosted)	Microsoft SharePoint Online is the basis for the County's Intranet. Any products that will integrate or utilize the County's Intranet site shall require a compatibility consultation with IM Division before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and/or the Intranet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SharePoint Online.	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Productivity Software (On-Premise & Hosted)	Los Alamos County uses Microsoft M365 Office Suite at its most recent version and service pack. Operator software using the Office suite must be maintained to run on supported platform service levels as defined by Microsoft.			
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				

Email (On-Premise & Hosted)	Microsoft M365 with hub transport for relay. If SMTP relay access from on premise vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. If SMTP relay access from hosted vendor specific software is necessary, preference is for SMTP relay to be hosted by vendor. The vendor specific solution must be supported and maintained to relay off County email domain and directed to hand off the email message to another mail server that can get the message closer to its intended recipient in accordance with service levels as defined by Microsoft for the M365 product.	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Geographic Information Standards (GIS) (On-Premise & Hosted)	The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcGIS Pro. GIS web services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The preferred method for applications to interact with GIS is via REST services. Web applications must be hosted in either ArcGIS Online or ArcGIS Portal.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Mobile Devices	Shall conform to Los Alamos County Mobile Policy #1240. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Security & SSL (On-Premise & Hosted)	Intranet devices must be capable with multi-factor authentication (MFA) using the County's current MFA systems. Any requirements for access to ports from the Internet into the County Network shall be approved via a technical review by the IM Division before product(s) purchase and implementation. Cisco Secure EndPoint Antivirus and Antispyware Enterprise software are used on all intranet computing devices; vendor solutions shall work in conjunction with stated antivirus products. SSL (Secure Socket Layer) / TLS (Transport Layer Security) encryption is required for secure connection of both internal and external facing web applications.	X		

	Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA. Devices requiring wireless access must a) be domain integrated or b) have the ability to accept captive portal agreement (a web page that the user of a public-access network is obliged to view and interact with before access is granted).			
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Records	Shall conform to Los Alamos County Records and Information Governance Policy #0310			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
E-Signature	Shall conform to Los Alamos County E-signature Policy #1220.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Hosted/Cloud Based Services	- Los Alamos County is interested in taking advantage of Anything as a Service (XaaS) opportunity available through Cloud Service Providers (CSP), in Government Cloud (GCC) where required. CSP data centers must be located within the United States. - Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA. - SSL (Secure Socket Layer) / TLS (Transport Layer Security) encryption is required for secure connection. - Data centers must be FedRAMP certified for SaaS solutions procured by departments if they also store or may store Los Alamos National Laboratory (LANL) critical infrastructure data for County operations. Departments must verify with LANL authority to confirm that this requirement is applicable to the LANL information to be stored. - Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. County may have on-demand access to the data for export/download or have the data delivered by request by the CSP with a maximum 48-hour compliance window. Exports shall be in MS-SQL format.			X

Exhibit C
Campaign Contribution Disclosure Form
AGR25-991

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:

- (a) a prospective contractor, if the prospective contractor is a natural person; or
- (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a ☐ member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following-COUNTY COUNCILORS: Theresa Cull; Melanee Hand; Susie Havemann; Ryn Hermann; Beverly Neal-Clinton; David Reagor; and Randal Ryti.)

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:			
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

☐	CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
☐	NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Exhibit D
Confidential Information Disclosure Statement
AGR25-991

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. **Statement Coordinator** – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

	Contractor	County
Name:	Greg Richards	Pete Mondragon
Title:	General Manager	Fleet Manager
Address:	1001 Old Cassatt Road, Suite 204	101 Camino Entrada, Building 3
City/State/Zip:	Berwyn, Pennsylvania 19312	Los Alamos, New Mexico 87544
Email:	greg.richards@assetworks.com	pete.mondragon@losalamosnm.gov

2. **Definitions:**

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

3. **Obligations** – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.