

SOFTWARE SERVICE AND SUPPORT AGREEMENT

This Agreement is entered between ProDIGIQ, Inc. (hereafter "ProDIGIQ") and Snohomish County Airport (hereafter "Airport" or "County").

This Agreement is the product of Snohomish County RFP No. 12-15SR, Airport Web Hosted System/Databases.

In consideration of the mutual covenants and obligations contained herein, the Airport and ProDIGIQ agree as follows:

SCOPE OF SERVICES

1.01 DESCRIPTION OF SERVICE. ProDIGIQ will provide the following software and services: "Part 139 Self Inspection Database", "ProDIGIQ's Lease Management System (ProLMS)", "Maintenance Work Order System", "Storm Water Reporting Module", "Incident/Accident Database", and "Foreign Object Debris (FOD) Database", (herein collectively referred to as "Software") as described in ProDIGIQ's proposal attached hereto as Exhibit A "Proposal", ("Services") to Airport.

1.01.1 ProDIGIQ shall provide the electronic features and web hosting services according to the performance criteria set forth in Exhibit A.

1.02 PROVISION OF SERVICES. The provisions of the Services shall be through a completely automated, cloud-based process. ProDIGIQ will strive to guarantee the highest level of data accuracy.

TERM, TRANSITION and INSTALLATION, and RENEWAL PERIODS

2.01 TERM. The Initial Term of the Agreement shall commence on September 1, 2015 and shall terminate five (5) years later at midnight on September 30, 2020 (the "Initial Termination Date"), unless earlier terminated or extended as provided in the Agreement. PROVIDED, HOWEVER, that the County's obligations after December 31, 2015 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

2.02 RENEWAL. If ProDIGIQ is in all ways in compliance with all terms and conditions of the Agreement, then the Agreement may be extended for two (2) additional periods of twenty four (24) months ("Secondary Term" or "Renewal term") if mutually agreed upon in writing.

FEES, PRICE AND PAYMENT

3.01 FEES. The costs subject to additions and deductions for change orders made in accordance with this Agreement, Airport shall pay based on ProDIGIQ's cost proposal as outlined in Exhibit B. Airport shall pay ProDIGIQ the upfront costs, as outlined in "Table 1" of Exhibit B, for each module/system as ProDIGIQ makes it available to Airport. Ongoing payments, as outlined under "Table 2" of Exhibit B, shall be billed, in advance, on an annual basis and payable within 30 days of the date Airport receives invoices from ProDIGIQ. Payments shall be made payable to ProDIGIQ under the name set forth on the invoice received by Airport at the address for payment set forth on the invoice received by Airport.

- 3.02 PRICE ADJUSTMENTS. ProDIGIQ reserves the right to increase the fees by no greater than a total of ten (10) percent during the Initial Term of the Agreement. Any proposed price adjustments must be submitted by ProDIGIQ in writing to the Airport at least 30 days prior to the due date of the following year's fees.
- 3.03 CHANGE ORDERS. Airport has the right to modify this Agreement when said modification is in the best interest of Airport, provided however, ProDIGIQ is given thirty (30) day written notice of any such modification, and Airport shall be responsible for paying ProDIGIQ for any additional expenses incurred by ProDIGIQ which relate to such modification. Subject to the above, ProDIGIQ is obligated to perform the revised Contract when directed by Airport. Contract fees, prices, or schedules shall be equitably adjusted where an issued change so demands.

RIGHTS AND OBLIGATIONS

- 4.01 PRODIGIQ'S OBLIGATIONS. The parties understand that ProDIGIQ shall be responsible for the following matters.
- 4.01.1 SERVICING OF SOFTWARE. As outlined in Exhibit A and attached for reference, ProDIGIQ shall provide 24x7 remote monitoring of all systems necessary for the provision of the real-time Software data, as contemplated in Exhibit A, to Airport. ProDIGIQ shall provide all software upgrades and system maintenance as contemplated on Exhibit A. ProDIGIQ shall provide prompt maintenance and repair service to keep Services operating properly. Such service shall be provided as soon as possible, following notification to ProDIGIQ by Airport that such service is required. In the event immediate repair is not possible, ProDIGIQ shall make repairs and restore any malfunctioning or inoperative Software to a satisfactory working condition within a brief period of time following notification by the Airport unless an extended period is agreed upon prior to the service repair commencement. ProDIGIQ will provide the Airport with daytime and after hours contact information for the maintenance provider.
- 4.01.2 SOFTWARE UPGRADES. ProDIGIQ is responsible for all Software upgrades during the life of this Agreement. All such upgrades must be provided to the Airport's system as they become available but should not be withheld from the Airport's system longer than thirty (30) days of the software upgrade's release.
- 4.01.3 REMOTE SERVER MAINTENANCE AND UPGRADES. ProDIGIQ is responsible for the maintenance and upgrade of the servers that will support the operation of the Software at the Airport during the life of this Agreement.
- 4.02 AIRPORT'S OBLIGATIONS. The parties understand that the Airport shall be responsible for the following matters.
- 4.02.1 SITE VISIT EXPENSES. Should Airport request and require site visits by ProDIGIQ that are not a part of a scheduled maintenance or system upgrade visit, or upon termination of this Agreement where by ProDIGIQ is required to or requested to visit the site, Airport shall pay the reasonable travel expenses and costs of ProDIGIQ incurred in such site visits.
- 4.03 PRODIGIQ'S RIGHT OF INGRESS AND EGRESS. Upon reasonable notice to Airport and subject to applicable laws and regulations and the Airport's rules and regulations, ProDIGIQ, its agents and employees, shall have the right of ingress and egress to and from the airline

terminal building at all reasonable times in order to carry out the terms and conditions of this Agreement.

MISCELLANEOUS

- 5.01 TERMINATION AND DEFAULT. Termination for material breach will not alter or affect the terminating party's right to exercise any other remedies for breach. In the event either party materially breaches this Agreement and fails to cure such breach within thirty (30) days of the date the non-breaching party provides written notice of the breach to the breaching party, the non-breaching party shall have the right to immediately terminate this Agreement and shall be entitled to a pro-rata refund (as of the date of the breach) of any funds paid in advance under this Agreement.
- 5.02 REPRESENTATION AND WARRANTY. ProDIGIQ represents and warrants that: (a) it has full right and power to enter into and perform this Agreement and that its performance under this Agreement will not violate any law and will not conflict with or violate any other obligation ProDIGIQ may have to any other party; (b) it is the owner of any and all intellectual property or software that will be used in providing the Services to Airport; and (c) No provision of this Agreement nor the delivery of the Services to Airport will infringe the intellectual property rights of any third party.

Airport represents and warrants that it has full right and power to enter into and perform this Agreement and that its engagement into this Agreement will not violate any law and will not conflict with or violate any other obligation Airport may have to any other party. Airport further represents and warrants that it shall use the Services as contemplated in Exhibit A.

- 5.03 NOTICES. All notices required or permitted by this Agreement shall be in writing and will be delivered in person or by the U.S. Postal Service via certified mail, return receipt requested, and shall be deemed sufficiently given if served in the manner specified herein. Any notice which is delivered in person shall be deemed to have been given on the date it is delivered in person. Any notice which is delivered by U.S. Postal Service via certified mail, return receipt requested, shall be deemed to have been given four (4) days after the date it was mailed. If such notice is intended for Airport it shall be addressed to:

Kara Underwood
3220 100th ST SW Suite A
Everett, WA 98204

And if intended for ProDIGIQ it shall be addressed to:

Anita Venkataraman
President
ProDIGIQ, Inc.
26500 West Agoura Road, Ste. 102-796
Calabasas, CA 91302

- 5.04 NONPERFORMANCE. In the event that a party fails to perform as required by this Agreement or fails to perform within the term specified, and such failure is not related to actions solely attributable to the non-breaching or to matters totally beyond the reasonable control of the breaching party, i.e., by virtue of matters typically referred to as force majeure,

the non-breaching shall provide to the breaching party a Notice of Nonperformance. If the nonperformance identified in the Notice of Nonperformance is not cured by the breaching party within thirty (30) calendar days, the parties agree that the non-breaching shall be entitled to immediately terminate the Agreement. In the event that such legal action is necessary in case of material breach, parties shall also be entitled to recover all reasonable and verifiable costs and expenses of such action, including without limitation its reasonable attorneys' fees, costs of court, and any fees or expenses of expert witnesses.

- 5.05 **CONFIDENTIALITY.** Each party agrees to protect each other's Confidential Information of the other party from disclosure to anyone other than the directors, officers and employees of the receiving party who have a business related need to have access to such Confidential Information in conjunction with the purposes of this Agreement. Each party will use the same degree of care to protect such Confidential Information of the other party as it uses to protect its own information of like importance.

The term "Confidential Information," as used in this Agreement, shall mean any and all technical and business information, whether written, oral, or graphic, that representatives of either party may disclose or reveal to the other party, including but not limited to: financial plans and records; marketing plans; business strategies and relationships with third parties; client lists; retailer lists; present and proposed products; trade secrets; computer software programs and descriptions of functions and features of software; source code; computer hardware designs; information regarding customers, suppliers, founders, employees and affiliates; and any other information that can reasonably be deemed proprietary where disclosure by receiving party could put the other party at a competitive or economic disadvantage.

- (1) **Exclusions.** The following information shall not be considered Confidential Information subject to this Section: (i) information that is publicly available or later becomes available other than through a breach of this Agreement; (ii) information that is known to the Receiving Party or its employees, agents or representatives prior to such disclosure or is independently developed by the Receiving Party or its employees, agents or representatives subsequent to such disclosure; or (iii) information that is subsequently lawfully obtained by the Receiving Party or its employees, agents or representatives from a third party without obligations of confidentiality. If the Receiving Party is required by law to disclose any portion of the Disclosing Party's Confidential Information, Receiving Party shall give prior timely notice of such disclosure to Disclosing Party to permit Disclosing Party to seek a protective or similar order, and, absent the entry of such an order, Receiving Party shall disclose only such Confidential Information as is necessary be disclosed in response to such subpoena, court order or other similar document.

- (2) **Public Disclosure Requests** This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, RCW 42.56 (the "Act"). If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be

subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

- 5.06 HOLD HARMLESS. Parties agree that they shall indemnify and hold each other and all its commissioners, officers, employees, and agents harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of indemnifying party, its employees, and invitees on or about the premises and which arise out of indemnifying party's performance or failure to perform as specified in the Agreement. Indemnifying party shall be responsible for any reasonable and verifiable associated costs, including, but not limited to, all expenses, costs of court, reasonable attorneys' fees, and fees and costs of any expert witnesses. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 5.07 RELATION OF THE PARTIES. ProDIGIQ agrees that it will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that ProDIGIQ is not entitled to any benefits or rights enjoyed by employees of the County. ProDIGIQ specifically has the right to direct and control ProDIGIQ's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.
- 5.08 INSURANCE. ProDIGIQ shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by ProDIGIQ, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.
- 5.08.1 GENERAL. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, ProDIGIQ warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement. By requiring the minimum insurance coverage set forth in this Section 5.08, the County shall not be deemed or construed to have assessed the risks that may be applicable to ProDIGIQ under this Agreement. ProDIGIQ shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- 5.08.2 NO LIMITATION ON LIABILITY. ProDIGIQ's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of ProDIGIQ to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

5.08.3 MINIMUM SCOPE AND LIMITS OF INSURANCE. ProDIGIQ shall maintain coverage at least as broad as, and with limits no less than:

5.08.3.1 General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

5.08.3.2 Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

5.08.3.3 Employers' Liability or "Stop Gap" coverage: \$1,000,000;

5.08.4 OTHER INSURANCE PROVISIONS AND REQUIREMENTS. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

5.08.4.1 The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of ProDIGIQ in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

5.08.4.2 ProDIGIQ's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

5.08.4.3 Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to ProDIGIQ's liability to the County and shall be the sole responsibility of ProDIGIQ.

5.08.4.4 Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

5.08.4.5 Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

5.08.4.6 If at any time any of the foregoing policies fail to meet minimum requirements, ProDIGIQ shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

5.08.5 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). The Health Insurance Portability and Accountability Act (HIPAA) of 1996, requires health information about an individual to remain secure and private. ProDIGIQ shall comply with all HIPAA regulations in full. Information on this Act can be found at the Office of Civil Rights website: <http://www.hhs.gov/ocr/privacy/>.

5.08.6 SUBCONTRACTORS. ProDIGIQ shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors instead of ProDIGIQ as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.

5.09 OWNERSHIP. The County will be the exclusive owner of all documents, print or electronic, relating to the Airport web hosted databases. ProDIGIQ shall own all rights in and to the intellectual property including, but not limited to, copyrights and patents in the software, hardware, and technology. For avoidance of doubt, this Agreement shall not convey or assign any intellectual property right, including, but not limited to copyrights, trademarks, or patents, to County.

5.10 ASSIGNMENT. ProDIGIQ shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Notwithstanding the foregoing, ProDIGIQ may assign its rights or delegate its obligations under this Agreement to any parent, subsidiary, or as part of a merger or acquisition of its business or its assets.

5.11 COMPLIANCE WITH LAW. ProDIGIQ shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement.

5.12 CONTROLLING LAW. The laws of the state of Washington shall govern this Agreement, without reference to any of its conflict of laws provisions. Parties may bring action in a state or federal court located in Snohomish County, Washington.

5.13 COUNTY NON-DISCRIMINATION. By signing and submitting a response to this competitive solicitation, ProDIGIQ (firm or individual) certifies that, in the event it is awarded a contract under this competitive solicitation (i.e., becomes the "successful contractor"), and as of the date of contract award, it shall comply with the "Non-discrimination Clause" provided below:

5.13.1 It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 Snohomish County Code (SCC). These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

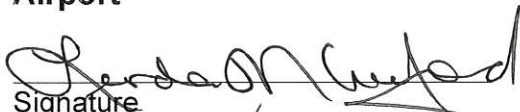
5.13.2 ProDIGIQ shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement

constitutes a certification by ProDIGIQ of ProDIGIQ's compliance with the requirements of Chapter 2.460 SCC. If ProDIGIQ is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the ProDIGIQ's obligations under federal, state, or local laws against discrimination.

- 5.14 AUTHORITY. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or ProDIGIQ, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or ProDIGIQ, as the case may be.
- 5.15 SEVERABILITY. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of the Agreement shall remain in full force and effect.
- 5.16 ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes all prior and contemporaneous written and oral agreements between the parties regarding the subject matter of this Agreement. No changes or additions shall be made in this Agreement except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

IN WITNESS WHEREOF, Airport and ProDIGIQ have executed this Agreement the day and year first written above.


Airport


Signature
8/26/15

Name **LEND A CRAWFORD**
Executive Director

Title

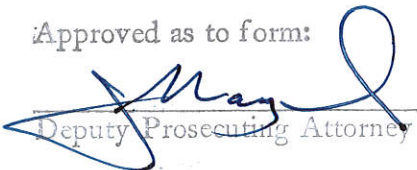
ProDIGIQ, Inc.


Signature
ANITA VENKATARAMAN

Name
PRESIDENT

Title

Approved as to form:


Deputy Prosecuting Attorney

COUNCIL USE ONLY	
Approved:	<u>8-26-15</u>
Docfile:	<u>D-3</u>

Exhibit A

PROPRIETARY & CONFIDENTIAL**A. FUNCTIONAL/TECHNICAL REQUIREMENTS**

There are several Value-Added Features that our proposal brings to this project and have been noted as “VALUE ADDED FEATURE” in each relevant subsection.

Overall System Features Applicable to all our Solutions

1. Single Sign-on secure access across all systems
2. Flexible multi-level access and security control
3. Global access- what system(s) user has access to
4. System access- what module(s) user has access to within system(s)
5. Module access- what features user has access to within each module(s)
6. Assignable temporary read-only access for entities such as the FAA to review records for compliance/audits
7. Advanced built-in search capability with default and customizable options
8. Quick retrieval of information based on date, time, category, keyword
9. Dashboard with global snapshot of each system
10. Compatible across all internet-enabled platforms such as iPad, Android, Laptops, desktops, smartphones, etc.
11. Extensive report capability including default and custom options
12. Advanced search capability with default and customizable search fields
13. Seamless integration across all systems and modules ensuring efficiency and eliminating duplication
14. Intuitive graphical user interface enables users to learn systems quickly
15. Unlimited user licenses and unlimited concurrent user licenses
16. Archiving and automatic backup of all records with secure remote data hosting

I. Part 139 Inspection Database

The Part 139 Inspection System will enhance operations at Snohomish County with a comprehensive and adaptable solution. The system is flexible and will adapt to Snohomish County's processes instead of Snohomish County adjusting its processes to the system. The Part 139 Inspection System will provide a process to better manage any safety issues reported during inspections. The system will allow streamlining

and real-time sharing of information through internet enabled devices such as tablet or laptop. It allows real time documentation and dissemination of key information via a custom designed and intuitive user interface. Communication within the Operations department as well as with other Snohomish County departments will be improved. The system increases efficiency and eliminates duplication.

The 139 Self-Inspection Module will provide a process to better manage any safety issues reported in the daily self-inspection and therefore help make Snohomish County airport safer. ProDIGIQ will customize the Module to have the current inspection forms used by Snohomish County Airport. The 139 Module will track and archive issues reported in the daily inspection and concomitant work orders for FAA compliance, airport maintenance and planning purposes.

ProDIGIQ proposes to have the following 20 features as part of the 139 Self-Inspection Module:

- 1.1. Automation of the Part 139 airport inspections for Snohomish County including:
 - o Daily Daytime
 - o Daily Nighttime
- 1.2. Automation of Part 139 periodic and special inspections for Snohomish County Airport
- 1.3. Implementation of Airside maps for Snohomish County to document the location of discrepancies (see Appendix 1.2) – **VALUE ADDED FEATURE**
- 1.4. Heat mapping analytics for inspections (see Appendix 1.3) – **VALUE ADDED FEATURE**
- 1.5. Automatic time, date and inspector name stamp for each inspection
- 1.6. Seamless integration with Maintenance Work Order System- when a discrepancy is denoted, a work order is automatically generated in the Maintenance Work Order System
- 1.7. Automatic email alerts to notify when
 - o Inspection is completed
 - o Work order is generated, updated and completed
- 1.8. Categorization of the inspection as regular, periodic, or special
- 1.9. Intelligence to denote unsatisfactory line items from the previous inspection – **VALUE ADDED FEATURE**
- 1.10. Intelligence to carry over and denote current open work orders from all previous inspections – **VALUE ADDED FEATURE**
- 1.11. Automatic work order number stamp associated to inspection that generated the work order
- 1.12. Archiving of all regular, periodic, and special inspections
- 1.13. Capability to store and archive work orders created for unsatisfactory items
- 1.14. Advanced search capability to quickly retrieve inspections or work orders by:

- Keyword
 - Category
 - Date
- 1.15. Reporting of daily inspection, in PDF, over a 12-month period
 - 1.16. Standard and custom reporting capability (see Appendix 1.4 and 1.5)
 - 1.17. Access control with varying levels of access privileges within module
 - 1.18. Ability to export all inspections and work orders to PDF
 - 1.19. Secured access from any computer for reporting daily self-inspection

There is a mandatory service agreement that will cover the following 7 functions for Part 139 Inspection Database.

1. Software updates
2. Software upgrades
3. Professional and secured hosting
4. Storage of data
5. Backup of data
6. Ongoing Quality Control and Quality Assurance
7. Ongoing tech support

II. Lease Management System

ProDIGIQ's Lease Management System (ProLMS) was developed specifically to address the unique needs of an airport. It is an all-inclusive system that does not require costly additions of more modules to operate with 100% functionality. The intuitive design will ensure the greatest ease of use for airport staff to efficiently manage the entire life cycle of real estate properties and leases.

ProDIGIQ's ProLMS is unique as it adapts to support and automate the current business processes at the airport rather than airport adapting to the system. The Lease Management System comes with hands on-administrator and user training to ensure the staff is proficient in using the system. The system is supported with ongoing updates and upgrades through mandatory service agreement to make sure that the system does not become obsolete with the changes in technology. The Lease Management System is flexible in architecture and easily customizable to support the changes in business processes during the implementation process and post implementation period.

The Lease Management System will have the following features:

- 2.1. Access- available from any internet enabled device
 - Unlimited users
 - Access control with varying levels of access privileges
 - Read and write privileges
 - User vs. administrator privileges
- 2.2. Dashboard/Analytics- Graphical snapshot of Lease System (see Appendix 1.6)
 - Quickly see trends and lease breakdown such as types of by percentage, expiring leases, expiring insurances, enplanements, vacancies and gross reported income
- 2.3. Customizable Dashboard to the preference and requirements Snohomish County's Airport
- 2.4. Leases- extensive array of types and sub-categories
 - Terminal: Rental Cars, Airlines, Restaurants, Shuttles, Other
 - Land: Agricultural, Grazing, Hotel, Business Park, Mobile Home Park, Other
 - Hangar: District Hangar, District Storage Unit, Owner Built Hangar
 - FBO
- 2.5. Hangar Wait List
 - Placement date
 - Application date
 - Contact information
 - Aircraft type
 - Hangar type
- 2.6. Mass Rent Increase – easily filter leases and adjust rents – **VALUE ADDED FEATURE**
 - Quick Search by key word
 - Advanced Search
 - Lease Type
 - Lease Category
 - Term and field to search
- 2.7. Alerts- email notification of important expirations/tasks
 - Expiring Leases
 - Expiring Insurance
 - Expiring Security
 - Overdue Maintenance
 - Pending Monthly Reports
 - Lease Requirements

- Next Rent Increase
- Insurance
- Security

2.8. Mapping- map of all leasable units/land for Snohomish County's Airport for easy management, planning and maintenance purposes (see Appendix 1.7) – **VALUE ADDED FEATURE**

- Real-time color coded map categorized by
 - Monthly lease
 - No Lease
 - Expiring more than ## days
 - Expiring within ## days
 - Expired
- Graphical library that organizes lease documents, exhibits and photos
- One-click retrieval of complete lease record

2.9. Lease document storage – **VALUE ADDED FEATURE**

- Flexible, intuitive and scalable architecture for document storage
- Repository of lease terms, insurance, security, rent, maintenance obligations, sub-lessee and monthly reports
- Capability to attach and store scanned documents with the lease records
- Capability to attach and store photos with the lease records
- Capability to attach and store exhibits with the lease records
- Archiving and retrieval of digital copy of lease agreements, insurance certificates, security deposit documents, etc.
- Archiving, retrieval and ability to categorize the lease documents

2.10. Historical lease record archiving – **VALUE ADDED FEATURE**

- Store expired or lapsed leases in archive for quick reference and forecasting
- Prevent duplicate leases from coming up in searches
- Simple one-click copy to auto populate new lease terms or restart lapsed tenant

2.11. Communication storage

- Written and verbal communication storage between airport staff and tenants
- Written and verbal communication storage between airport staff and government entities such as FAA

2.12. Reporting- default and custom reports

- Generate custom report about lease status
 - Percentage Leased

- Types of Leases
- Leases Expiring
- Insurances Expiring
- Airport Enplanements
- Gross Reported Income
- Generate custom report about unit status
 - Monthly Lease
 - Payment Status
 - Utility Usage - Current and Historical
 - System Activities (Construction/Project)
 - Vacancies
 - Expiring - More Than 90 Days, Less Than 90 Days
 - Expired
- Generate custom report based on the hangar wait list by hangar type, date, name.
- Generate standard reports that provide quick access to most commonly retrieved reports
- Customizable search fields allow retrieval of leases by (see Appendix 1.8):
 - Name
 - Keyword
 - Type
 - Category
 - Expiration date
- Track details of agreements, tenants, and prospects
- Space and Contact Management
- High level and custom search capabilities
- Export capability to PDF and Excel

There is a mandatory service agreement that will cover the following 8 functions for ProLMS.

1. Software updates
2. Software upgrades
3. Professional and secured hosting
4. Storage of data
5. Default document storage upto 10GB. Additional storage space available
6. Backup of data
7. Ongoing Quality Control and Quality Assurance
8. Ongoing tech support

III. Maintenance Work Order System

The Maintenance Work Order System will provide a comprehensive maintenance system for Snohomish County. The system is flexible and will adapt to Snohomish County's processes instead of Snohomish County adjusting its processes to the system. The Maintenance Work Order System will integrate seamlessly with other modules, systems, and web widgets that Snohomish County decides upon. This integration will streamline both airside and landside discrepancies and eliminate any duplication of records. The Maintenance Work Order System will enhance Snohomish County's ability to manage assets, allocate resources, and budget maintenance and provide the necessary reports needed for FAA audits. The Dashboard analytics will help Snohomish County staff to track trends and make more informed decisions.

ProDIGIQ proposes to have the following features as part of the Maintenance Work Order System

- 3.1. Work Order dash panel shows the status of work orders and work requests such as:
 - o Number of work orders by location
 - o Drill down capability to see work orders classified as Preventive, Reactive or Predictive
 - o Number of work orders by personnel
 - o Number of work requests by location
 - o Drill down capability to see work requests classified as Pending, Approved or Denied
 - o Quick links to latest open work order and oldest open work order
 - o Quick links to latest pending work request and oldest pending work request
- 3.2. Heat mapping analytics for open and closed work orders to drill down on the root cause (see Appendix 1.3) – **VALUE ADDED FEATURE**
- 3.3. See trends and track metrics to make better-informed decisions based off collected data. Examples include:
 - o Estimated vs. actual cost
 - o Estimated vs. actual completion time
- 3.4. Integration with 139 Self-Inspection Module - automatic categorization of 139 generated discrepancies as high priority work orders – **VALUE ADDED FEATURE**
- 3.5. Capability to attach images.
- 3.6. Automatic email alerts notifying stakeholders when new work requests and work orders are created, updated, completed for approval, and closed
- 3.7. Archiving of all work requests and work orders with associated records

- 3.8. Advanced search capability to retrieve work orders by:
 - o Keyword
 - o Work Order Number
 - o Date/time
 - o Assigned to/completed by
- 3.9. Standard and custom reporting capability for reports including but not limited to:
 - o Open/closed work orders
 - o Open work order aging
 - o Work order time to completion
 - o Current/past work order allocation
 - o Upcoming inspection/maintenance activities
- 3.10. Ability to export all generated reports in PDF or Excel
- 3.11. Ability to export all work orders in PDF or Print View

There is a mandatory service agreement that will cover the following 7 functions for Work Order System.

1. Software updates
2. Software upgrades
3. Professional and secured hosting
4. Storage of data
5. Backup of data
6. Ongoing Quality Control and Quality Assurance
7. Ongoing tech support

IV. Storm Water Reporting Module

The Storm Water Reporting Module will allow easy documentation of Snohomish County's Storm Water reports via any internet enabled device such as tablet or laptop. It allows real time documentation and dissemination of key Snohomish County storm water forms via a custom designed and intuitive user interface. The Storm Water Reporting Module will incorporate all of Snohomish County's storm water forms. Access will be based on sign in credentials.

ProDIGIQ proposes to have the following 8 features as part of the Storm Water Reporting Module:

- 4.1. Automation of Storm Water inspections and cleanings of catch basins

- 4.2. Archival of historic Storm Water inspections and cleanings
- 4.3. Automatic date and time stamp of Storm Water inspections
- 4.4. Ability to attach a work order to any Storm Water inspection
- 4.5. Automatic email alerts to notify when
 - o Storm Water Inspection is completed
 - o Work order is generated, updated and completed
- 4.6. Advanced search capability to quickly retrieve inspections by:
 - o Keyword
 - o Category
 - o Date
- 4.7. Reporting of Storm Water inspections for overview of all basins in PDF over a 12-month period
- 4.8. Access control with varying levels of access privileges within module

There is a mandatory service agreement that will cover the following 7 functions for Storm Water Database.

- 1. Software updates
- 2. Software upgrades
- 3. Professional and secured hosting
- 4. Storage of data
- 5. Backup of data
- 6. Ongoing Quality Control and Quality Assurance
- 7. Ongoing tech support

V. Incident/Accident Database

The Incident/Accident Database equips staff with the tools needed to appropriately respond to emergency situations at the airport and document the event. All incidents and accidents are archived within the database. Following incidents, compare actual responses with the response guidelines to best prepare for future emergencies.

ProDIGIQ proposes to have the following 11 features as part of the Incident/Accident Database:

- 5.1. Automation of Emergency Response Checklists at Snohomish County Airport
- 5.2. Centralized repository of Incident/Accident forms such as security, safety, property damage, and public damage

- 5.3. Access control for reports and dashboard
- 5.4. Automation and dissemination of reports in real time
- 5.5. Analytics Dashboard includes the following: – **VALUE ADDED FEATURE**
 - o Monthly status of incidents
 - o Last submitted report of each category
 - o Visual alert for reports filed that day
- 5.6. Automatic email distribution of submitted incident/accident reports to relevant stakeholders
- 5.7. Ability to attach images to each report
- 5.8. Advanced search capability and keyword search
- 5.9. Ability to export all Incident/Accident reports and checklists as PDF documents
- 5.10. Standard and custom reporting capability
- 5.11. Ability to export all generated reports to PDF or Excel

There is a mandatory service agreement that will cover the following 7 functions for Incident/Accident Database.

1. Software updates
2. Software upgrades
3. Professional and secured hosting
4. Storage of data
5. Backup of data
6. Ongoing Quality Control and Quality Assurance
7. Ongoing tech support

VI. Foreign Object Debris (FOD) Database

After the analysis of Snohomish County's requirement for a FOD Database, ProDIGIQ proposes to provide the following features:

- 6.1. Fields
 - o Date- automatically populated at time of FOD input with optional edit capability
 - o Location- NS or EW
 - o Grid- drop down
 - o FOD Type- drop down
 - o FOD Time
 - o FOD Owner

- Unit count (optional)
 - Recovered by- drop down (optional)
 - Link to Images
 - Description- free form text
- 6.2. Reporting- PDF or Excel format
- Standard- Most commonly retrieved reports to be easily accessible via quick links
 - Custom- selectable fields
 - Date range
 - Location
 - FOD Type
 - FOD Material
 - FOD Owner
 - Unit Count (optional)
 - Recovered by (optional)
 - If record contains image(s)
- 6.3. Mapping: Module to incorporate map with enhanced Analytics and Heat Map specific to FOD Database records – **VALUE ADDED FEATURE**

There is a mandatory service agreement that will cover the following 7 functions for FOD Database.

1. Software updates
2. Software upgrades
3. Professional and secured hosting
4. Storage of data
5. Backup of data
6. Ongoing Quality Control and Quality Assurance
7. Ongoing tech support

PROPOSAL PRICING

Upfront Cost

Cost includes:

- B.** Snohomish County Airport wide site license
- C.** Required Customizations
- D.** Data Migration of Snohomish County Airport's current Access database
- E.** Onsite Training – 2 days
- F.** Unlimited users at the airport
- G.** Unlimited concurrent users
- H.** 5-year warranty (special bonus)

Table 1

System	Upfront Cost
Part 139 Module	\$8000
Lease Management System	\$29,000
Maintenance Work Order System	\$27,000
Storm Water Module	\$6000
Incident/Accident Module	\$12000
Foreign Object Debris Module	\$6000
Data Migration of Airport's Access database for above-mentioned 6 Modules/Systems	\$3000
Total	\$91,000

On-going Costs for Five Years

Ongoing costs includes:

1. Software Updates/upgrades
2. Data storage
3. Back-ups
4. Server hosting
5. System Maintenance
6. 24x7, 365 days technical support
7. 5 hours of virtual training by trainer every quarter at no additional charge (special bonus)

Table 2

System	Ongoing Annual Cost
Part 139 Module	\$3600
Lease Management System	\$6000
Maintenance Work Order System	\$6000
Storm Water Module	\$3600
Incident/Accident Module	\$3600
Foreign Object Debris Module	\$3600
Total	\$26,400

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