

834



**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FROM:** Riverside County Information Technology (RCIT)

**SUBMITTAL DATE:**  
July 30, 2015

**SUBJECT:** AssetWorks three-year Agreement for upgrade of proprietary FuelFocus fueling system for the Transportation Department and purchase of FleetFocus Software Modules/Parts, Hardware/Software Maintenance, Application Hosting and Professional Services to support systems in use by the Transportation Department, Fleet Services and Waste Resources, without seeking competitive bids. [All Districts], [\$1,626,276, Fleet Services -54%, Transportation- 36%, Waste Resources-10%].

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and authorize the Board Chairman to execute a three-year agreement with AssetWorks, LLC., for upgrade of the proprietary FuelFocus fueling system and purchase FleetFocus software modules/parts, hardware/software maintenance, application hosting and professional services, without seeking competitive bids, in an amount not to exceed \$1,626,276; and
2. Authorize the Purchasing Agent to sign amendments, form approved by County Counsel, that do not change the substantive terms of the agreement, in accordance with Ordinance No. 459.

**BACKGROUND:**

**Summary**

(Continued on page 2)

FORM APPROVED COUNTY COUNSEL

BY: GREGORY P. PRIAMOS DATE 8/2/15

Steve Reneker  
Steve Reneker  
Chief Information Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 747,233	\$ 434,699	\$ 1,626,276	\$ 444,343	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Fleet Services, Transportation Garage Fund, and Waste Resources department budgets

Budget Adjustment: No  
For Fiscal Year: 15/16

**C.E.O. RECOMMENDATION:**

APPROVE

BY: Jennifer L. Sargent  
County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

Lisa Brandt  
Lisa Brandt, Director  
Purchasing Department

Hans Kernkamp  
Hans Kernkamp, GM-Chief Engineer  
Waste Resources Departmental Concurrence

Juan C. Perez  
Juan C. Perez  
TLMA Director

- A-30
- 4/5 Vote
- Positions Added
- Change Order

**3-89**

## **SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** AssetWorks three-year Agreement for upgrade of proprietary FuelFocus fueling system for the Transportation Department and purchase of FleetFocus Software Modules/Parts, Hardware/Software Maintenance, Application Hosting and Professional Services to support systems in use by the Transportation Department, Fleet Services and Waste Resources, without seeking competitive bids.

[All Districts], [\$1,626,276, Fleet Services-54%, Transportation -36%, Waste Resources-10%].

**DATE: July 30, 2015**

**PAGE: 2 of 4**

### **BACKGROUND:**

#### **Summary (continued):**

The proprietary "FleetFocus" system provides vehicle life-cycle management and fuel tracking throughout the county and has been in use since 1999. During this period, AssetWorks has provided a well-functioning system, meeting the needs of the Transportation Department, Fleet Services and Waste Resources. AssetWorks is the only vendor authorized to support the FleetFocus system.

This system should be considered enterprise technology because it is used across the county by multiple departments, including Flood Control. The financial benefit of using enterprise technology results from consolidation of like services into one manageable application. As technology changes and existing systems and business requirements need to be upgraded, the cost benefit of moving to enterprise technology should be evaluated.

The continued investment in the FleetFocus system is essential to meeting the business requirements of the three departments using the system. As stated above, the proposed agreement includes upgrade of the FuelFocus fueling system for the Transportation Department and purchase of FleetFocus software modules/parts, hardware/software maintenance, application hosting and professional services to support systems used by the Transportation Department, Fleet Services and Waste Resources.

Following are the specifics of those requirements:

#### **Upgrade the TLMA Fuel Controllers**

The current fueling system, "MultiForce," reached its end of life and requires replacement. It is currently used at 12 fueling facilities operated by the Transportation Department. FuelFocus is the replacement system established as the County standard. The FuelFocus module integrates directly with the current fleet management system.

Fleet Services and Waste Resources previously upgraded their fueling systems to "FuelFocus." Continuing to expand the system through the Transportation Department's upgrade will create a standardized fueling system throughout Riverside County and will provide the foundation for an enterprise level system. In addition, it prepares the department for future integration of radio frequency device (RFD) technology, which automatically reads vehicle information, mileage and maintenance needs when the vehicle pulls up to the fueling site. The cost to Transportation for this upgrade is \$216,276.24, which covers all necessary parts and professional services.

#### **FleetFocus Additional Software Modules:**

For several years, AssetWorks made software modules that enabled Graphics User Interface (GUI) to interact with the FleetFocus system; however, through the move to web-based technology, departments are able to take advantage of interface enhancements that enable devices like Smartphones, Tablets, Macs, and PCs to interface with the FleetFocus system.

User departments and RCIT recommend the following FleetFocus web modules be purchased from AssetWorks: Customer Access Module, providing access to information, such as vehicle requests and assignments, open work orders, meter readings and usage tickets; Enterprise Portal Module, which provides access and support to all county devices through a standard web browser; and Shop Activity Module, providing an easy-to-use portal for production, storekeeping, supervisory, technician, and work management. Professional services will be required to assist in implementation of the modules, enabling a smooth transition to web-based technology and increasing efficiency. The cost for these software modules, including software and professional services, is \$98,000.

## **SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** AssetWorks three-year Agreement for upgrade of proprietary FuelFocus fueling system for the Transportation Department and purchase of FleetFocus Software Modules/Parts, Hardware/Software Maintenance, Application Hosting and Professional Services to support systems in use by the Transportation Department, Fleet Services and Waste Resources, without seeking competitive bids.

[All Districts], [\$1,626,276, Fleet Services-54%, Transportation -36%, Waste Resources-10%].

**DATE: July 30, 2015**

**PAGE: 3 of 4**

### **Application Hosting Services:**

The FleetFocus application is vital to management of the county's fueling sites/fleet vehicles and critical to 24/7 operations. Further, it alleviates the need to purchase capital assets to successfully run the application. Finally, it provides future scalability and a high-performance environment. As additional departments take advantage of the system, the vendor can increase system resources, enabling the county to leverage vendor support. AssetWorks will have 24/7 direct access to the system for server backups, version upgrades, patching and troubleshooting. The cost for application hosting services is \$7,500, with an annual cost of \$101,520.00 and a 3 percent increase in subsequent years. This covers associated costs for vendor support and hosting, as well as providing disaster recovery services for the application.

### **Additional Parts:**

Through continued integration of FleetFocus technology by county departments, the need to purchase AssetWorks components also exists. A major component being purchased is "Vehicle Identification Box" (VIB), for installation in new and used county vehicles. VIB communicates vehicle numbers, mileage, hours of runtime, and engine codes to fuel islands, remote data collectors and KeyValet systems. Additional components being purchased include, but are not limited to: handheld devices, fuel controller parts and equipment for programming/servicing the components related to the FleetFocus system. The estimated annual cost for purchase of FleetFocus parts is \$150,000.

### **Professional Services:**

The FleetFocus system requires ongoing professional service from AssetWorks, on an "as-needed" basis. These services range from onsite support for remote devices to working with staff on version updates and implementing new processes. As additional departments show interest in using the FleetFocus system, professional services may be sought to perform an evaluation and develop recommendations to improve efficiencies. The estimated annual cost for contracting with AssetWorks for professional services is \$50,000.

### **Hardware/Software Maintenance:**

AssetWorks' hardware/software maintenance provides several key services in maintaining the FleetFocus system. For hardware, AssetWorks exchanges failed remote device components, including: fuel controllers, KeyValet controllers and remote data collectors. For software, AssetWorks provides access to the latest versions of software and licensing of their technology. In addition, AssetWorks provides unlimited access to their helpdesk for support calls and access to their 24/7 emergency hotline. The annual cost of hardware/software maintenance is \$123,937, with a 5 percent annual increase in subsequent years.

### **Impact on Citizens and Businesses:**

Improved use of the fleet/fuel management system will provide more reliable cost tracking of county vehicles and more efficient fleet management. There is no negative impact on the citizens or businesses in Riverside County.

### **Contract History and Price Reasonableness:**

Riverside County began contracting with AssetWorks, LLC., for hardware/software services for the FleetFocus system in 1999. AssetWorks is offering a 20 percent discount on the software modules, resulting in cost savings of \$8,360. In addition, AssetWorks is providing a 10 percent discount to the Transportation Department for upgrade of the fuel controllers and additional required parts.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** AssetWorks three-year Agreement for upgrade of proprietary FuelFocus fueling system for the Transportation Department and purchase of FleetFocus Software Modules/Parts, Hardware/Software Maintenance, Application Hosting and Professional Services to support systems in use by the Transportation Department, Fleet Services and Waste Resources, without seeking competitive bids.

[All Districts], [\$1,626,276, Fleet Services-54%, Transportation -36%, Waste Resources-10%].

**DATE: July 30, 2015**

**PAGE: 4 of 4**

**Additional Fiscal Information:**

Following is the departments' share of cost and funding breakdown:

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Fiscal Year 15/16 Upgrade the TLMA Fuel Controllers Total Cost \$216,276.24:

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TLMA	\$216,276.24	Transportation Garage Fund
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Fiscal Year 15/16 FleetFocus Additional Software Modules Total Cost \$98,000.00:

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Fleet Services	\$24,306.68	Internal Services Fund
TLMA	\$32,666.66	Transportation Garage Fund
Waste Resources	\$41,026.66	Enterprise Fund

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Fiscal Year 15/16 – 17/18 Application Hosting Service Total Cost \$321,288.17 3% Annual Up Lift:

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	Year 1	Year 2	Year 3	
Fleet Services	\$75,450.00	\$72,306.00	\$74,475.18	Internal Services Fund
TLMA	\$24,300.00	\$23,484.00	\$24,188.52	Transportation Garage Fund
Waste Resources	\$9,270.00	\$8,775.60	\$9,038.87	Enterprise Fund

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Fiscal Year 15/16 – 17/18 Additional Parts Total Estimated Cost \$450,000.00:

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	Year 1	Year 2	Year 3	
	\$150,000.00	\$150,000.00	\$150,000.00	"as needed" basis by the Departments

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Fiscal Year 15/16 – 17/18 Professional Services Total Estimated Cost \$150,000.00:

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	Year 1	Year 2	Year 3	
	\$50,000.00	\$50,000.00	\$50,000.00	"as needed" basis by the Departments

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Fiscal Year 15/16 – 17/18 Hardware/Software Maintenance Total Cost \$390,712.22 5% Annual Up Lift:

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	Year 1	Year 2	Year 3	
Fleet Services	\$96,152.92	\$100,960.57	\$106,008.59	Internal Services Fund
TLMA	\$17,987.19	\$18,886.55	\$19,830.88	Transportation Garage Fund
Waste Resources	\$9,797.15	\$10,287.01	\$10,801.36	Enterprise Fund

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Aggregate Total Cost: \$1,626,276.63



Steve Reneker  
Chief Information Officer

## MEMORANDUM

JIM SMITH  
Asst. Chief Information Officer, TSB  
LOUIS RAJA ARUL DOSS  
Asst. Chief Information Officer, EAB  
VEVA HARGUINDEGUY  
Asst. Chief Information Officer, CCB  
ROBIN HARTER  
Director of Administration

**To:** Lisa Brandl, Purchasing Director

**Date:** July 30, 2015

**Via:** RCIT, Procurement Contract Specialist

**From:** RCIT, Fleet Services, Department of Waste Resources and TLMA Transportation Department

**Subject:** Sole Source Procurement for AssetWorks items Fuel Controllers, Software Module, Additional Parts, Professional Services, and Application Hosting Services.

The below information is provided in support of multiple departments requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

**1. Supply/Service being requested:**

The following items are being requested to be purchase from AssetWorks: FuelFocus fueling controllers, FleetFocus additional software modules, Application Hosting Services, Additional Parts, Professional Services, and Hardware/Software Maintenance.

**2. Supplier being requested:**

AssetWorks, vendor code #82593

**3. Alternative suppliers that can or might be able to provide supply/service:**

None, the AssetWorks FleetFocus system hardware/software is proprietary and other software modules and hardware are not compatible with the existing fleet management system.

**4. Extent of market search conducted:**

Currently no other vendor can provide the direct integration with the FleetFocus system to deliver the requested features.

**5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**

The requested features are to provide Riverside County departments a web-base access to the FleetFocus system to deliver the following services:

- Move from the GUI (graphic user interface) client install to web-base access because the vendor is no longer developing enhancements for this interface.
- Provide department administrators with immediate access to valuable information.
- Provide a single easy-to-use portal in the following critical areas inside the FleetFocus system: Production Manager, Storekeeper, Supervisor, Technician, and Work Management.

- Providing application hosting services for current data as well as provide disaster recovery services.
- The Wireless Automated Fueling upgrade and software is a proprietary system with direct integration into the AssetWorks FleetFocus FA Fleet Maintenance system already in use at Riverside County. The system update will help minimize future system issues by adding new fuel features. The module's compatibility to the current system also helps reduce the likelihood of having system issues.

**6. Reasons why my department requires these unique features and what benefit will accrue to the county:**

Upgrade the TLMA Fuel Controllers:

The current fueling system "MultiForce" is being used at 12 fueling facilities operated by TLMA Transportation has reached its end of life and needs to be replaced. The replacement system that was established as the standard to be used by the Departments of Purchasing & Fleet Services, TLMA Transportation, and Waste Resources is "FuelFocus" fueling system by AssetWorks. The FuelFocus module by AssetWorks is proprietary software that integrates directly with the current Fleet Management system.

The following Departments: Purchasing & Fleet Services and Waste Resources have already participated in upgrading their fueling systems to "FuelFocus". Continuing to upgrade this system will create a standardized fuel system throughout the County of Riverside and lay the groundwork for an enterprise level system. Moving forward with this upgrade also prepares the department for the future integration of radio frequency device (RFD) technology on vehicles that will automatically read vehicle information, mileage, and maintenance needs when the vehicle pulls up to the fueling site.

FleetFocus Additional Software Modules:

AssetWorks is no longer developing enhancement for the Graphics User Interface "GUI", it has become aged and out of date. AssetWorks for several years has made available software modules that leverage web technology for interacting with the FleetFocus system. With the move to web based technology, Departments can take full advantage of these interface enhancements and be readily available to access devices that include "Smartphones, Tablets, Macs, and PC" for interfacing with the FleetFocus system. This purchase will enable the departments to make the transition to web-based technology, thus increasing efficiency within their operations.

Application Hosting Services:

The AssetWorks FleetFocus application is a vital component in the management of Riverside County's fueling sites and fleet vehicles, and it is critical that it continue to operate on a 24/7 basis. This would alleviate the need to procure the required capital assets to run this application successfully. This will also provide us with future scalability and high-performance environment. As more departments make use of the system, the vendor can dynamically increase system resources. We will also be leveraging vendor support since AssetWorks will have direct access to our system to provide 24/7 application server support

for backups, major version upgrades, patching, and troubleshooting. This will cover all associated costs for vendor support and hosting as well as gives the county disaster recovery services for this application.

**Additional Parts:**

With the continued integration of the FleetFocus technology into the county Departments, procurement of AssetWorks components necessary to ensure the County is able to fully benefit from the software. One of the major components being procured is VIB's "Vehicle Identification Box", which are being installed on county vehicles new and used. These VIB's communicate vehicle number, mileage, runtime hours, and engine codes with the following devices fuel islands, remote data collectors, and KeyValet systems. Some of the additional components that are being procured include but not limited to the following items: Handheld devices, fuel controller parts, and equipment to program and service the components related to the FleetFocus system.

**Professional Services:**

The FleetFocus system requires ongoing contracting of Professional Services with AssetWorks on an "as-needed" basis. The services that are being provided range from onsite support for remote devices, working with staff on major version updates, and implementing new business processes. As more Departments show interest in making use of the FleetFocus system, it might be required to bring in Professional Services to perform evaluations and create recommendations to make their operation more efficient.

**Hardware/Software Maintenance:**

The Hardware/Software Maintenance from AssetWorks provides the county with several key services in maintaining the FleetFocus system and its components through the year. On the hardware side, AssetWorks provides the exchange of failed remote device components that include: fuel controllers, KeyValet controllers, and remote data collectors. On the software side, AssetWorks provides us access to the newer version of their software and licensing of their technology. Additional, the county receives unlimited access to their helpdesk for support calls and give access to their 24/7 emergency hotline.

**7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:**

- Upgrade the TLMA Controllers Project - The product is competitive with other fuel management systems that do not offer full integration with the existing Fleet Management System. Pricing is comparable to existing systems within the County and AssetWorks offers government pricing which is a discount of 10% off list cost. The total amount being requested for hardware and software purchase is \$216,276.24 which includes the first year of maintenance.
- FleetFocus Additional Software Modules Project - AssetWorks is offering a 20% discount on software licenses for the FleetFocus software modules project, which is a cost savings of \$8,360.

SOLE SOURCE PROCUREMENT

- Application Hosting Services Project - AssetWorks solution is comparable in cost to the On-Premise Solution, but AssetWorks is providing a Disaster Recovery Solution (DRS) that currently not available to the County for the On-Premise Solution. Estimated cost is \$7,500.00 for setup, with an annual cost of \$101,520.00 with a 3% Annual Up Lift for future years
- Additional Parts Procurement – The estimated annual cost for the procurement of Additional Parts for the FleetFocus system is \$150,000.00.
- Professional Service Contracting – The estimated annual cost for contacting with AssetWorks for Professional Services is \$50,000.00 on an “as-needed” basis.
- Hardware/Software Maintenance - The annual cost for Hardware/Software Maintenance is \$123,937.25 with a 5% Annual Up Lift for future years.

**8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain)?**

Yes, support and maintenance for this software upgrade is included in the project cost however, ongoing technical support will be required for the life of the system. Technical support cost has been consolidated into one agreement for the complete system.

- Hardware/Software Maintenance - The annual cost for Hardware/Software Maintenance is \$123,937.25 with a 5% Annual Up Lift for future years.
- Application Hosting Services – The annual cost for Application Hosting Services is \$101,520.00 with a 3% Annual Up Lift for future years.

**9. Period of Performance:**

Three years, including Upgrade the TLMA Fuel Controllers, FleetFocus Additional Software Modules, Application Hosting Services, Additional Parts, Professional Services, and Hardware/Software Maintenance.

**10. Concurrence:**

Departments will share the costs and Riverside County Information Technology, Department of Waste Resources, TLMA Transportation (Garage), and Purchasing and Fleet Services concur with the proposed upgrades.





Steve Reneker, Chief Information Officer (RCIT)

2/6/15

Date

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*Purchasing Department Comments:*

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 1,626,276

One time

Annual Amount through \_\_\_\_\_

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Lisa Brandl, Purchasing and Fleet Services Director

Date

Approval Number



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
 To be completed for all departmental purchases of IT systems, services or renewals

SR477236
Tracking Number for Internal Use Only

<b>REQUESTED PURCHASE:</b> AssetWorks Hardware/Software Maintenance, Additional Parts, Professional Services	
<b>DEPARTMENT/AGENCY:</b> RCIT	
<b>CONTACT NAME/PHONE:</b> JOHN NICKLAS/(951) 955-7853	
<b>PURCHASE REQUEST:</b>	<input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT
<b>PURCHASE TYPE:</b>	<input checked="" type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input checked="" type="checkbox"/> HARDWARE <input checked="" type="checkbox"/> RENEWAL
<b>DESCRIBE REQUESTED PURCHASE</b>	<p>1. Renew the Hardware/Software Maintenance service with AssetWorks at the cost of \$123,937.25 with a 5% Annual Up Lift for future years.</p> <p>2. Authorize the Departments to purchase from AssetWorks up to \$150,000.00 of parts that work with the FleetFocus system.</p> <p>3. Authorize the RCIT to contract with AssetWorks annually for Professional Services on "as-needed" basis for \$50,000.00.</p>
<b>BUSINESS NEEDS ADDRESSED</b>	<p>Hardware/Software Maintenance: AssetWorks' hardware/software maintenance provides several key services in maintaining the FleetFocus system. For hardware, AssetWorks exchanges failed remote device components, including: fuel controllers, KeyValet controllers and remote data collectors. For software, AssetWorks provides access to the latest versions of software and licensing of their technology. In addition, AssetWorks provides unlimited access to their helpdesk for support calls and access to their 24/7 emergency hotline. The annual cost of hardware/software maintenance is \$123,937, with a 5 percent annual increase in subsequent years.</p> <p>Additional Parts: Through continued integration of FleetFocus technology by county departments, the need to purchase AssetWorks components also exists. A major component being purchased is "Vehicle Identification Box" (VIB), for installation in new and used county vehicles. VIB communicates vehicle numbers, mileage, hours of runtime, and engine codes to fuel islands, remote data collectors and KeyValet systems. Additional components being purchased include, but are not limited to: handheld devices, fuel controller parts and equipment for programming/servicing the components related to the FleetFocus system. The estimated annual cost for purchase of FleetFocus parts is \$150,000.</p> <p>Professional Services: The FleetFocus system requires ongoing professional service from AssetWorks, on an "as-needed" basis. These services range from onsite support for remote devices to working with staff on version updates and implementing new processes. As additional departments show interest in using the FleetFocus system, professional services may be sought to perform an evaluation and develop recommendations to improve efficiencies. The estimated annual cost for contracting with AssetWorks for professional services is \$50,000.</p>
<b>ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?</b>	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN
<b>BUSINESS CRITICALITY</b> <input checked="" type="checkbox"/> Run the business <input checked="" type="checkbox"/> Grow the business <input checked="" type="checkbox"/> Transform the business	<b>BUSINESS IMPACT (SELECT ALL THAT APPLY)</b> <input checked="" type="checkbox"/> Support current operations <input checked="" type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies
<b>BUSINESS RISKS</b>	Run current operations
<b>ALTERNATIVE SOLUTIONS</b>	1. 2. 3.
<b>TRANSACTION</b>	<input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase            Lease Years: _____



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
 To be completed for all departmental purchases of IT systems, services or renewals

SR477236

<b>PURCHASE COSTS</b> Hardware: \$150,000.00  Software: \$123,937.25  Labor: \$50,000.00  <b>Total Cost: \$323,937.25</b>	<b>COST BENEFIT ANALYSIS</b>  <table border="1"> <thead> <tr> <th></th> <th>CURRENT COSTS</th> <th>NEW COSTS</th> </tr> </thead> <tbody> <tr> <td>Implementation</td> <td></td> <td></td> </tr> <tr> <td>One-time (i.e., upgrades)</td> <td></td> <td></td> </tr> <tr> <td>Ongoing (i.e., maintenance)</td> <td>323,937.25</td> <td>323,937.25</td> </tr> <tr> <td>Other</td> <td></td> <td></td> </tr> </tbody> </table>		CURRENT COSTS	NEW COSTS	Implementation			One-time (i.e., upgrades)			Ongoing (i.e., maintenance)	323,937.25	323,937.25	Other		
	CURRENT COSTS	NEW COSTS														
Implementation																
One-time (i.e., upgrades)																
Ongoing (i.e., maintenance)	323,937.25	323,937.25														
Other																

**ACCOUNTING STRING - Completed by transitioned Departments Only Used for pass-thrupurchases processed by RCIT**

*Please Provide Fiscal Year Here* **FY 15/16-17/18**

% Billed	Account (6 digits)	Fund (5 digits)	Dept. ID (6 – 10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)

Departmental Fiscal Review (*Optional*): \_\_\_\_\_ Date: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (or authorized designee)

**RCIT RECOMMENDATION – for purchases and renewals under \$100,000**

Recommended:  Yes  No (Purchases that are not recommended will be reviewed by TSOC upon request)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Chief Information Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**RCIT explanation for purchases that are not recommended:**

**ISO RECOMMENDATION: Security review for all purchases**

Recommended:  Yes  No (In no, provide explanation below)

CISO Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

SR477236

**TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals**

Recommended:  Yes  No (In no, provide explanation below)

TSOC Chair Signature:

Date:

**TSOC explanation for denied requests:**

Empty box for providing an explanation for denied requests.



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

SR482686
Tracking Number for Internal Use Only

<b>REQUESTED PURCHASE:</b> Purchase three modules for the FleetFocus system	
<b>DEPARTMENT/AGENCY:</b> RCIT	
<b>CONTACT NAME/PHONE:</b> JOHN NICKLAS/(951) 955-7853	
<b>PURCHASE REQUEST:</b>	<input type="checkbox"/> NEW EQUIPMENT/SERVICES <input checked="" type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT
<b>PURCHASE TYPE:</b>	<input checked="" type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL
<b>DESCRIBE REQUESTED PURCHASE</b>	<p>Purchase the following modules for FleetFocus system: Customer Access, Enterprise Portal, and Shop Activity from AssetWorks, additionally the professional service will be purchased to help provide an implementation for using the for mentioned modules. This software is proprietary to AssetWorks only, and the Purchasing Department has approved them as a sole-source vendor for this application. The following departments are requesting the modules and professional services: Fleet Services, Transportation, and Waste Management.</p>
<b>BUSINESS NEEDS ADDRESSED</b>	<p>The purchasing of the three modules for FleetFocus will accomplished the following:</p> <p>Customer Access Module: Deploying the Customer Access Module allows your FleetFocus to provide department administrators with Immediate access to valuable information. It provides a link to enter service requests on vehicles, display assets assigned to the user's department, display open work orders for assets assigned to the user's department, and enter meter readings and usage tickets for assets.</p> <p>Enterprise Portal - Will move FleetFocus from access only as a GUI client to access via the web client, this will allow the open up access to all county devices and support for mobile devices. Users have access to all the same screens and functions as through the FASuite GUI but access the screens through a standard web browser.</p> <p>Shop Activity Module – This module will transform how the department conduct business on a dally basis by providing with a signal easy-to-use portal in the following areas: Shop Activity Production Manager Portal, Shop Activity Storekeeper Portal, Shop Activity Supervisor Portal, Shop Activity Technician Portal, and Shop Activity Work Management Portal.</p>
<b>ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?</b>	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN
<b>BUSINESS CRITICALITY</b>	<b>BUSINESS IMPACT (SELECT ALL THAT APPLY)</b>
<input checked="" type="checkbox"/> Run the business <input checked="" type="checkbox"/> Grow the business <input checked="" type="checkbox"/> Transform the business	<input checked="" type="checkbox"/> Support current operations <input checked="" type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Effciencies
<b>BUSINESS RISKS</b>	Run current operations
<b>ALTERNATIVE SOLUTIONS</b>	1. 2. 3.
<b>TRANSACTION</b>	<input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase    Lease Years: _____



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

SR482686

<b>PURCHASE COSTS</b> Hardware: \$0.00  Software: \$33,440.00  Labor: \$56,200.00  <b>Total Cost: \$98,000.00</b>	<b>COST BENEFIT ANALYSIS</b>  <table border="1"> <thead> <tr> <th></th> <th>CURRENT COSTS</th> <th>NEW COSTS</th> </tr> </thead> <tbody> <tr> <td>Implementation</td> <td></td> <td></td> </tr> <tr> <td>One-time (i.e., upgrades)</td> <td></td> <td></td> </tr> <tr> <td>Ongoing (i.e., maintenance)</td> <td></td> <td></td> </tr> <tr> <td>Other</td> <td></td> <td></td> </tr> </tbody> </table>		CURRENT COSTS	NEW COSTS	Implementation			One-time (i.e., upgrades)			Ongoing (i.e., maintenance)			Other		
	CURRENT COSTS	NEW COSTS														
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Ongoing (i.e., maintenance)																
Other																

**ACCOUNTING STRING - Completed by transitioned Departments Only Used for pass-thrupurchases processed by RCIT**

*Please Provide Fiscal Year Here* \_\_\_\_\_

% Billed	Account (6 digits)	Fund (5 digits)	Dept. ID (6 - 10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)

Departmental Fiscal Review (Optional): \_\_\_\_\_ Date: \_\_\_\_\_

Department Head Signature: *Michel Pittman* Date: *5/28/2015*  
(or authorized designee)

**RCIT RECOMMENDATION – for purchases and renewals under \$100,000**

Recommended:  Yes  No (Purchases that are not recommended will be reviewed by TSOC upon request)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Chief Information Officer Signature: *[Signature]* Date: *5/28/2015*

**RCIT explanation for purchases that are not recommended:**

**ISO RECOMMENDATION: Security review for all purchases**

Recommended:  Yes  No (In no, provide explanation below)

CISO Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

SR482686

**TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals**

Recommended:  Yes  No (In no, provide explanation below)

TSOC Chair Signature:

Date:

**TSOC explanation for denied requests:**

Empty box for providing an explanation for denied requests.



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

SR465120
Tracking Number for Internal Use Only

<b>REQUESTED PURCHASE:</b> 12 FuelFocus Fuel Controllers and Installation Services from AssetWorks	
<b>DEPARTMENT/AGENCY:</b> Transportation Department	
<b>CONTACT NAME/PHONE:</b> Stephen McFarland/(951) 955-2062	
<b>PURCHASE REQUEST:</b>	<input type="checkbox"/> NEW EQUIPMENT/SERVICES <input checked="" type="checkbox"/> UPGRADE <input checked="" type="checkbox"/> REPLACEMENT
<b>PURCHASE TYPE:</b>	<input checked="" type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input checked="" type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL
<b>DESCRIBE REQUESTED PURCHASE</b>	<p>Purchase (12) fuel controllers from AssetWorks to replace the aging fuel system that owned by the Transportation Department. This purchase will also include professional services from AssetWorks to perform the installation of the controller at the Transportation road yards that are supplying fuel to Riverside County Fleet.</p>
<b>BUSINESS NEEDS ADDRESSED</b>	<p>Transportation is currently running on Riverside County aging fuel system and needs to move over to the new fueling system that the departments established as the replacement. The following department is currently using the AssetWorks FuelFocus system: Fleet Services, Flood Control, and Waste Management.</p> <p>It will no longer be necessary to maintain two separate fueling systems and the inherent problems associated with data transfer between each system. The Transportation Department believes it to be in the best interest of the county to authorize the sole source purchase of the FuelFocus system. This upgrade will provide the follow: help reduces the possibility of errors in transferring data between the two current systems, prepares the department for the future integration of radio frequency device (RFD) technology on vehicles. The (RFD) technology will enable the vehicle to automate the reading of vehicle information, mileage, and maintenance when the vehicle pulls up to the fueling site.</p>
<b>ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?</b>	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN
<b>BUSINESS CRITICALITY</b>	<b>BUSINESS IMPACT (SELECT ALL THAT APPLY)</b>
<input checked="" type="checkbox"/> Run the business <input type="checkbox"/> Grow the business <input type="checkbox"/> Transform the business	<input checked="" type="checkbox"/> Support current operations <input checked="" type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies
<b>BUSINESS RISKS</b>	Run current operations
<b>ALTERNATIVE SOLUTIONS</b>	1. 2. 3.
<b>TRANSACTION</b>	<input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase    Lease Years: _____





**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
 To be completed for all departmental purchases of IT systems, services or renewals

SR465120

<b>PURCHASE COSTS</b> Hardware: \$136,796.24  Software: \$33,480.00  Labor: \$46,000.00  <b>Total Cost: \$216,276.24</b>	<b>COST BENEFIT ANALYSIS</b>		
		<b>CURRENT COSTS</b>	<b>NEW COSTS</b>
	Implementation		
	One-time (i.e., upgrades)		
	Ongoing (i.e., maintenance)		
Other			

**ACCOUNTING STRING - Completed by transitioned Departments Only Used for pass-thru purchases processed by RCIT**

*Please Provide Fiscal Year Here* \_\_\_\_\_

% Billed	Account (6 digits)	Fund (5 digits)	Dept. ID (6 - 10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)

Departmental Fiscal Review (Optional): \_\_\_\_\_ Date: \_\_\_\_\_

Department Head Signature: *Michael Pittman* Date: *5/28/2015*  
 (or authorized designee)

**RCIT RECOMMENDATION – for purchases and renewals under \$100,000**

Recommended:  Yes  No (Purchases that are not recommended will be reviewed by TSOC upon request)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Chief Information Officer Signature: *[Signature]* Date: *5/28/15*

**RCIT explanation for purchases that are not recommended:**

**ISO RECOMMENDATION: Security review for all purchases**

Recommended:  Yes  No (In no, provide explanation below)

CISO Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

SR465120

<b>TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals</b>	
Recommended: <input type="checkbox"/> Yes <input type="checkbox"/> No (In no, provide explanation below)	
TSOC Chair Signature:	Date:

<b>TSOC explanation for denied requests:</b>



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

SR480541

Tracking Number for  
Internal Use Only

<b>REQUESTED PURCHASE:</b> AssetWorks Hosting Services	
<b>DEPARTMENT/AGENCY:</b> RCIT	
<b>CONTACT NAME/PHONE:</b> JOHN NICKLAS/(951) 955-7853	
<b>PURCHASE REQUEST:</b>	<input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT
<b>PURCHASE TYPE:</b>	<input checked="" type="checkbox"/> PROFESSIONAL SERVICES <input type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL
<b>DESCRIBE REQUESTED PURCHASE</b>	<p>Purchase FleetFocus application hosting services from the vendor AssetWorks.</p> <p>AssetWorks hosting services will entail the following:</p> <ul style="list-style-type: none"> <li>• Host Riverside County FleetFocus software licensed from AssetWorks.</li> <li>• Perform minor and major version upgrades to the FleetFocus application.</li> <li>• Provide support software that includes the operating system, utilities, database software, and all necessary licenses required to operate the Application and provided by AssetWorks as part of the Services.</li> <li>• Provide server infrastructure to support the application at the following location: Wayne PA.</li> <li>• AssetWorks will maintain a single Production Database Instance. In addition to the Production Database, AssetWorks will maintain one additional, non-production Database (Test). Upon request by Customer, AssetWorks will populate these additional Databases with Customer's Production data up to 4 times in any 12 month period at no additional cost.</li> <li>• Full database and incremental file system backups are taken each night and stored at an offsite facility. Backup data is retained for 14 days.</li> <li>• The Application will be accessible and available to the Customer and capable of any and all normal operating functions 24 hours a day, seven days a week except for periods of Scheduled Maintenance and previously approved outages.</li> <li>• AssetWorks will complete routine maintenance on the Application according to the published schedule. AssetWorks will publish schedules for subsequent years on its Customer Support web site. AssetWorks will provide at least 30 days notice to any changes in the schedule.</li> </ul>
<b>BUSINESS NEEDS ADDRESSED</b>	<p>By outsourcing the hosting of the FleetFocus application to the vendor AssetWorks, we will accomplish the following in cost saving to the Riverside County.</p> <ul style="list-style-type: none"> <li>• Remove the cost associated with backups, maintenance and monitoring of the server hardware and software.</li> <li>• Remove the cost associated with installing minor and major version changes to the FleetFocus application.</li> <li>• Remove the cost associated with the purchasing of new server equipment so it can be hosted by RCIT.</li> <li>• Remove the cost associated with server equipment refreshing every 5 years.</li> </ul>
<b>ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?</b>	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN
<b>BUSINESS CRITICALITY</b>	<b>BUSINESS IMPACT (SELECT ALL THAT APPLY)</b>
<input checked="" type="checkbox"/> Run the business <input checked="" type="checkbox"/> Grow the business <input checked="" type="checkbox"/> Transform the business	<input checked="" type="checkbox"/> Support current operations <input checked="" type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies
<b>BUSINESS RISKS</b>	Run current operations
<b>ALTERNATIVE SOLUTIONS</b>	1. 2. 3.
<b>TRANSACTION</b>	<input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase            Lease Years: _____



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
 To be completed for all departmental purchases of IT systems, services or renewals

SR480541

<b>PURCHASE COSTS</b> Hardware: \$0.00  Software: \$0.00  Labor: \$109,020.00  <b>Total Cost: \$109,020.00</b>	<b>COST BENEFIT ANALYSIS</b>  <table border="1"> <thead> <tr> <th></th> <th>CURRENT COSTS</th> <th>NEW COSTS</th> </tr> </thead> <tbody> <tr> <td>Implementation</td> <td></td> <td></td> </tr> <tr> <td>One-time (i.e., upgrades)</td> <td></td> <td></td> </tr> <tr> <td>Ongoing (i.e., maintenance)</td> <td><small>Years 2-10 Hosting will be part of Maintenance Agreement</small></td> <td></td> </tr> <tr> <td>Other</td> <td></td> <td></td> </tr> </tbody> </table>		CURRENT COSTS	NEW COSTS	Implementation			One-time (i.e., upgrades)			Ongoing (i.e., maintenance)	<small>Years 2-10 Hosting will be part of Maintenance Agreement</small>		Other		
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Other																

**ACCOUNTING STRING - Completed by transitioned Departments Only Used for pass-thru purchases processed by RCIT**

*Please Provide Fiscal Year Here \_\_\_\_\_*

% Billed	Account (6 digits)	Fund (5 digits)	Dept. ID (6 - 10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)

Departmental Fiscal Review (Optional): \_\_\_\_\_ Date: \_\_\_\_\_

Department Head Signature: *Michael P. Patterson* Date: *5/28/2015*  
 (or authorized designee)

**RCIT RECOMMENDATION – for purchases and renewals under \$100,000**

Recommended:  Yes  No (Purchases that are not recommended will be reviewed by TSOC upon request)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Chief Information Officer Signature: *[Signature]* Date: *5/26/2015*

**RCIT explanation for purchases that are not recommended:**

**ISO RECOMMENDATION: Security review for all purchases**

Recommended:  Yes  No (In no, provide explanation below)

CISO Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

SR480541

**TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals**

Recommended:  Yes  No (In no, provide explanation below)

TSOC Chair Signature:

Date:

**TSOC explanation for denied requests:**

**SERVICE AGREEMENT**

for

**FLEET FOCUS FA MODULES, FUEL FOCUS FMS SYSTEM UPGRADE,  
INSTALLATION SERVICES, SOFTWARE SUPPORT and HOSTING SERVICES**

between

**COUNTY OF RIVERSIDE**

and

**ASSETWORKS LLC.**



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This Agreement, made and entered into this 30<sup>th</sup> day of June, 2015, by and between AssetWorks LLC., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibits A (Scope for Fleet Focus FA Software Modules for RCIT), Exhibit B (Scope for Fuel Focus FMS System for TLMA) and Exhibit C (Scope for Hosting), Scope of Services, at the prices stated in Exhibits D (Price for Exhibit A Services), Exhibit E (Price for Exhibit B Services), Exhibit F (Price for Exhibit C Services), Exhibit G, hardware pricing on an as need basis, and Exhibit H, software and hardware maintenance services.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the industry standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform the work set forth in Exhibits A, B and C at the prices stated in Exhibits D, E, F, G, and H, respectively. CONTRACTOR is not to perform services or provide products outside of the Agreement unless amended to do so and agreed upon by both COUNTY and CONTRACTOR.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective from July 1, 2015 through June 30, 2018, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.



**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibits D, E, F, and H, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one million six hundred twenty six thousand two hundred seventy six dollars (\$1,626,276) including all expenses. Unless this Agreement is amended for a change in scope, the COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibits D, E, F, and H, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the term of this Agreement.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

For RCIT Services described in Exhibit A and C:

Riverside County Information Technology

Attn: Accounts Payable

3450 14th Street, 4th Floor

Riverside, CA 92501

For TLMA Services described in Exhibit B:

Transportation and Land Management Agency

Attn: Accounts Payable

2950 Washington Street

Riverside, CA 92504

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number #RIVCO-92004-002-06/16; Purchase Order number as issued;

quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

- b) Software fees are licensed upon contract execution. Hardware is invoiced upon shipment. Implementation services and related expenses shall be invoiced monthly in arrears, hosting services shall be invoiced monthly in advance and support payments shall be made annually in advance. Invoices are due within thirty (30) days of receipt of invoice.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change, provided, however, CONTRACTOR may request a change order or amendment to this Agreement.

## **5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination and CONTRACTOR shall be entitled to payment for all services rendered to the date of termination. In the event of non-appropriation of funds (reference section 3.4) by COUNTY or any termination for default by either party, any amount of prepaid funds will be refunded on a prorated basis. See 5.9 for further details.

**5.2** COUNTY may, upon thirty (30) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not cure such failure during the notice period. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** CONTRACTOR is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and

Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.7** CONTRACTOR may, upon thirty (30) days written notice terminate this Agreement for COUNTY's default, if COUNTY refuses or fails to comply with the terms of this Agreement and does not cure such failure during the notice period.

**5.8** The rights and remedies of the parties provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**5.9** This agreement shall be terminated without any notice or delay if any of the following events occur:

(a) The COUNTY sells, assigns, transfers or otherwise disposes of its rights or a portion thereof in a license to the Software covered by this agreement without obtaining the prior written permission from CONTRACTOR.

(b) COUNTY may terminate at any time by destroying the software including all media and documentation and erasing any copies residing on the COUNTY system.

(c) CONTRACTOR can terminate the applicable License(s) immediately for nonpayment of license fees or if COUNTY fails to comply with the terms and conditions of this Agreement.

**5.10** In the event that the COUNTY has paid the fees payable in advance for a given period and if this Agreement is terminated before the expiration of said period because of COUNTY or CONTRACTOR's default or COUNTY non appropriation of funds, CONTRACTOR agrees to reimburse a prorated amount of the fees to the COUNTY equivalent to the amounts received which are applicable to the period having been the object of the termination.

## **6. Ownership/Use of Contract Materials and Products**

**6.1** Except for CONTRACTOR proprietary software that is subject to the software license terms and conditions as referenced in this Agreement between the parties and the CONTRACTOR pre-existing intellectual property and derivatives thereof, the CONTRACTOR agrees that materials, reports or products

in any form, including electronic, created by CONTRACTOR from COUNTY data for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**6.2** Except as stated herein, this Agreement does not grant COUNTY any rights to patents, copyrights, trade secrets, trade names, trademarks, (whether registered or unregistered), or any other rights or franchises in respect to the software and its documentation.

**6.3** COUNTY cannot transfer, sublicense, or assign the license or the software except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign or transfer any of the rights, duties, or obligations hereunder is void and will terminate COUNTY's license.

**6.4** COUNTY will not sell, rent, lease, loan, transfer, distribute, copy electronically, or transfer any copy or part of this software without prior written consent of CONTRACTOR and the payment of additional license fees. COUNTY will not modify, translate, disassemble, decompile, or create derivative works of the software or any copy in whole or in part.

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

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

**6.7 Proprietary Rights:** CONTRACTOR will retain exclusive ownership in all deliverables created by CONTRACTOR hereunder and will own all intellectual property rights, title and interest in any

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

## **7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

**7.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

**7.3** ~~The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.~~

## **8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the

COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and seek reimbursement for damages from the CONTRACTOR for costs incurred by the COUNTY because of the CONTRACTOR's failure to perform. COUNTY will be required to show proof of damages and resulting cost to make whole.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

**9.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. **Subcontract for Work or Services** No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.



**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by mutually acceptable mediation as referenced in section 11.2. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**11.3** Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the negotiation process or diminish the respective rights of the parties to pursue any and all remedies available in law and/or equity at any time.

**12. Licensing and Permits**

In performance of services hereunder, CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all applicable permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq),

the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**14. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**15. Confidentiality**

**15.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**15.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**16. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**17. Notices** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

RCIT

3450 14th Street, 4th Floor  
Riverside, CA 92501  
Attn: PCS

**CONTRACTOR**

AssetWorks LLC.

998 Old Eagle School Rd, Suite 1215  
Wayne, PA 19087  
Attn: John Hines, III, President

TLMA

2950 Washington Street  
Riverside, CA 92504  
Attn: Steve McFarland

Fleet Services

5293 Mission Blvd.  
Riverside CA 92509  
Attn: Doug Baracz

Waste Resources

14310 Frederick Street  
Moreno Valley, CA 92553  
Attn: Sandra Green

**18. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**19. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**20. Hold Harmless/Indemnification**

**20.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any third party liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

**20.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

**20.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**20.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

## **21. Insurance**

**21.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

### **A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

### **B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S

performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or

reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**22. General**

**22.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**22.2** Any waiver by a party of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of a party to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing that party from enforcement of the terms of this Agreement.

**22.3** Intentionally Omitted.

**22.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**22.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

~~**22.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.~~

**22.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**22.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures subject to being provided with copies or notice of same. In the event that there is a conflict between the various laws



or regulations that may apply, the CONTRACTOR shall comply with the more restrictive applicable law or regulation.

**22.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**22.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**22.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**22.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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

**22.14 Limitation of liability:**

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

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

**23. Software License, Support and Maintenance:**

**23.1 WARRANTY DISCLAIMER/LIMITED WARRANTY (SOFTWARE):**

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

(b) No other party or company may make any warranty, either express or implied, regarding the software, its merchantability or its fitness for any particular purpose.

**23.2** By installing the software or using the CONTRACTOR supplied hardware that contains the software, COUNTY acknowledges, understands and agree to be bound by its terms and conditions of this Agreement. COUNTY further agrees that it is the complete and exclusive statement of the Agreement between COUNTY and CONTRACTOR which supersedes any proposal or prior agreement, oral, or written, and any other communications between parties relating to the subject matter of this Agreement.

**23.3 Software License:** License(s) applies to all software provided to you by CONTRACTOR, a Delaware corporation ("AssetWorks") including software owned by AssetWorks and software owned by other parties that is embedded in software owned by AssetWorks or that is included in hardware provided by AssetWorks.

**23.4 Software License Use:** CONTRACTOR grants to COUNTY a non-exclusive, perpetual non-transferable license to make use of the software specified in the proposal (herein "Software") on the COUNTY's database servers, and application servers and/or web servers (referred to as the "Enterprise"); COUNTY assumes responsibility for the selection of the software and/or the software on hardware to achieve the intended results, and for the installation, use and results obtained.

**23.5 Correction of Deviations:** In the event that COUNTY encounters an error and/or malfunction (“Deviation”) in the Software, COUNTY shall communicate the circumstances and any supporting information to CONTRACTOR. Upon receipt, CONTRACTOR will respond as follows:

(a) In the event that, in the mutual and reasonable opinion of CONTRACTOR and COUNTY, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, CONTRACTOR will correct the Deviation and distribute the correction to the COUNTY in accordance with CONTRACTOR’s normal Software revision schedule.

(b) In the event that, in the mutual and reasonable opinion of CONTRACTOR and the COUNTY, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, CONTRACTOR will take such steps as are reasonably required to correct the Deviation with all due dispatch.

**23.6 Software Revisions and New Versions:** The Software may be revised by CONTRACTOR as a result of the correction of deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:

(a) Revisions that the COUNTY is obliged to implement (“Mandatory Revisions”);

(b) Revisions that may be implemented by the COUNTY at its option (“Optional Revisions”).

(c) No charge shall be made to the COUNTY for either Mandatory Revisions or Optional Revisions.

(d) New versions (“New Versions”) of the Software may be issued by CONTRACTOR from time to time. Compared to a Revision, a New Version substantially improves the performance of the Software and/or substantially increases its functionality and capability.

(e) CONTRACTOR, in its sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Versions for which there may be a charge.

**23.7 Telephone Hotline Assistance:** CONTRACTOR, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests, Monday through Friday, excluding State holidays, during normal business hours, that may be made by the COUNTY relating to the application and operation of the Software. At other times such personnel are available by beeper for emergencies.

**23.8 Technical Literature:** CONTRACTOR shall make available to the COUNTY all technical literature that is considered by CONTRACTOR to be relevant to the Software and its use within the scope of COUNTY 's operations.

**23.9 ELECTRONIC DOWNLOAD ONLY**

(a) All software sold under this agreement is delivered via electronic download only. No tangible media of software programming language will be available or shipped under this agreement at any time. Access to the products purchased under this agreement is in no way dependent upon any tangible media that may have been received prior to, or separately from this agreement.

(b) To support the California Sales and Use tax exempt status of electronically downloaded software based on California Regulation 1502(f)(1)(D), vendor invoices for all purchases made under this agreement must accurately reflect that distribution is solely via electronic download and that no tangible media or documentation will be shipped or received

**23.10 Remote Diagnostic Access:** The COUNTY shall provide appropriate modem facilities by which CONTRACTOR may, with the permission of the COUNTY, remotely access the Software for the purpose of remote diagnostics and support.

**23.11 Proper Use:** COUNTY agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.

(a) In the event that the COUNTY or its agents misuses the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although CONTRACTOR is not obligated to correct such misuse, CONTRACTOR shall be entitled to attempt to correct the situation, if possible, at COUNTY's expense.

(b) In the event that diagnostic assistance is provided by CONTRACTOR, which, in the reasonable opinion of CONTRACTOR and the COUNTY, relates to problems not caused by a Deviation in the Software, such assistance shall be at the COUNTY's expense.

**COUNTY:**

RIVERSIDE COUNTY BOARD OF SUPERVISORS  
4080 Lemon Street  
Riverside, CA 92501

Signature: \_\_\_\_\_


Print Name: Marion Ashley

Title: Chairman of the Board of Supervisors

Dated: \_\_\_\_\_

**CONTRACTOR:**

ASSETWORKS, LLC.  
998 Old Eagle School Rd. Ste. 1215  
Wayne, PA 19087

Signature: 

Print Name: Brian Bentie

Title: CFO

Dated: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL

BY: 

NEAL R. KIPNIS

DATE

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**for FLEET FOCUS FA SOFTWARE MODULES for RCIT**

**A1** All services provided will be referenced in the CONTRACTOR quotation (see Exhibit C) and include the mutually agreed upon “Scope of Services” (“Services”) as applicable. Product is specific to the integration of the Fleet Focus FA modules as described.

**A2** **CONTRACTOR shall provide the following services and software licenses:**

- a. Software installation services
- b. Project management services
- c. Business process review services
- d. System set up services
- e. System configuration services
- f. Training / transfer of knowledge
- g. Production roll out services
- h. Travel to location for services
- i. Fleet Focus FA Modules (software) include one (1) enterprise portal, one (1) shop activity module, One (1) customer access module, and 5,500 maximum units Fleet Focus FA Enterprise licenses. Licenses are subject to software license agreement terms and conditions as noted in this Agreement.

**A3** Service will provide complete integration of the FleetFocus FA modules (product) into the existing Assetworks Fleet Focus system and will include applicable transfer of knowledge to COUNTY project manager(s). Transfer of knowledge includes the dissemination of information by CONTRACTOR to COUNTY technical staff as it relates to system installation, configuration, operation, management, and

maintenance of the new system by means of hands-on training, formalized meetings, and relevant documentation.

**A4 COUNTY Responsibilities:**

(a) Data responsibilities: See Exhibit C for Hosting services data responsibility.

(b) COUNTY acknowledges that CONTRACTOR'S performance and delivery of the Services are contingent upon:

(i) COUNTY providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information and;

(ii) COUNTY's timely decision-making, notification of relevant issues or information and granting of approvals and/or permission. COUNTY will promptly obtain and provide to CONTRACTOR any required licenses, approvals or consents necessary for CONTRACTOR'S performance of the Services.

(iii) Information disclosed by COUNTY pursuant to a separate Nondisclosure Agreement ("NDA") signed by both parties will be protected under the terms of the NDA. COUNTY ~~acknowledges that any information or data disclosed or sent to CONTRACTOR that is not~~ protected under a separate NDA is not confidential or proprietary to COUNTY.

**EXHIBIT B**  
**SCOPE OF SERVICES**  
**for FUEL FOCUS FMS SYSTEM for TLMA**

**B1** All services provided will be referenced in the CONTRACTOR quotation (see Exhibit D) and include the mutually agreed upon “Scope of Services” (“Services”) as applicable. Product is specific to the FuelFocus FMS (Fuel Management System) upgrade as described for twelve (12) sites.

**B2** **CONTRACTOR shall provide the following professional services:**

- a. Fuel Master Technician for onsite terminations and start up.
- b. Fuel Software Installer / Trainer for installation of software and training COUNTY project manager(s) on set up and reporting functions and transfer of knowledge. (Transfer of knowledge includes the dissemination of information by CONTRACTOR to COUNTY technical staff as it relates to system installation, configuration, operation, management, and maintenance of the new system by means of hands-on training, formalized meetings, and relevant documentation.)
- c. Remote Project Assistance
- d. Fleet/Fuel Project Manager to act as liaison between CONTRACTOR and COUNTY.
- e. Travel to location for services.

**B3** **COUNTY Responsibilities:**

- a. COUNTY is responsible for the site being “FMS Ready.” FMS ready means the following:
  - i. All FMS system pedestals will be mounted to the appropriate location.
  - ii. All conduits will be connected between the FuelFocus Controllers and pumps, junction boxes and breaker panels.
  - iii. All dispensers have pulsers and are fuel compatible. All wires will be pulled and left disconnected at each end.



- b. COUNTY is responsible for all permits, permit fees and/or site as built drawings.
- c. COUNTY is to have a tested network connection at the fuel island. This connection needs to be able to ping the FleetFocus server successfully. Delay of this connectivity could result in additional time being added to the Agreement.
- d. COUNTY is responsible for the following checklist of items that need to be performed to comply with “FMS Ready”:
  - i. Have an electrical contractor mount the FMS system pedestal and fasten to concrete.
- e. Conduit requirements: have electrician run a conduit from the master dispensers to pedestals as needed. Electrical requirements are as follows:
  - 1) Need dedicated power from a circuit breaker panel to each FMS controller. The power for each FMS controller can be pulled off one (1) circuit breaker.
  - 2) Need a dedicated power conduit back to the building from each FMS controller for communications wiring unless RF LAN connectivity will be used. This may be looped also.
  - 3) Need one (1) conduit from the pedestal to be terminated in the dispenser electrical junction box.
  - 4) Either a second conduit from the pedestal to the pulser junction box in the dispenser or that the pulser junction box in the dispenser is piped over the electrical junction box in the dispenser.
- f. Cable requirements: Have electrician pull the following cables – leaving at least three (3) feet extra to extend above the top of the pedestal and as much as possible to fit in the electrical junction box within the dispenser: the items numbered below correspond with the same number of the conduit requirements above:

- 1) Three (3) 14AWG minimum THHN gas/oil resistant wires for power, neutral, ground to each FMS controller from breaker panel, Terminate at panel, wire nut FMS system ends and mark breaker. Lock breaker in off position.
- 2) Pull whatever cable is appropriate based on COUNTY project manager direction and location parameters to ensure a reliable TCP/IP Ethernet connectivity at the fuel island to each island control unit. This may be a CAT 5 cable, fiber optics or RF Ethernet connectivity. If the TLS interface option is chosen a four (4) conductor shielded cable 22AWG minimum from TLS system to the FuelFocus controller is also needed. Short haul modems may be necessary and are not included in the quoted project price in distances that exceed fifty (50) feet. Veeder Root connectivity can also be achieved via TCP/IP as an option. Installation of necessary RS232 or Ethernet card in the Veeder Root, along with appropriate setup are the client responsibility.
- 3) Pull four 14AWG minimum THHN gas/oil resistant wires to each pump / dispenser (eight if it is a two hose pump / dispenser) electrical junction box for control wiring. One (1) of these wires should be white for neutral.
- 4) Pull a four (4) conduit 22AWG minimum shielded cable to the dispenser for pulser communications.

g. Schedule a date for final termination with CONTRACTOR when all of the above is completed. Note: All wiring and conduits described above are what is needed for FMS system control only. The CONTRACTOR assumes the station and dispensers to be wired already.

**B4 Limited Warranty:**

a. Warranty start date shall mean the earlier of (i) date the product is shipping from CONTRACTOR plus three (3) months or (ii) the go live date.

b. Limited hardware warranty: CONTRACTOR provides a one (1) year limited warranty that the product hardware will be free from defects in material and workmanship during the warranty period, subject to the following:

- i. Labor and travel costs are not included unless required under specific contract terms.
- ii. CONTRACTOR will supply new or rebuilt parts to replace parts that are found to be defective while within the warranty period.
- iii. New installation must be registered with the FuelFocus Support Center within 48 hours of installation to receive warranty benefits, otherwise the warranty period commences on the date of the invoice.
- iv. Help Desk Support is available between the hours of 8:00 am – 5:00 pm PST, Monday through Friday upon a hardware system failure.
- v. CONTRACTOR will repair or replace such product hardware within fourteen (14) working days of its receipt of the failed hardware. If in advance of its receipt, such hardware was evaluated by CONTRACTORS Technical Support in person or via telephone and received a Technical Support RMA number from CONTRACTOR.
- vi. Product hardware must be shipped, shipment pre-paid, to CONTRACTOR and the RMA number must be clearly indicated on the shipping box and papers.
- vii. Problems caused by faulty installation are not covered under this warranty, warranty applies only if the equipment has been installed and used in accordance with the CONTRACTORS installation manual.
- viii. Use of service personnel other than qualified AssetWorks service providers without prior written approval of the FuelFocus Product Manager will void the warranty claim.

- ix. Use of non-AssetWorks replacement parts, defects caused by use of unauthorized additional of non-AssetWorks parts or by the unauthorized alteration of FuelFocus parts or equipment will void this warranty.
  - x. Damages suffered by FuelFocus equipment resulting from shipping, accident, power surges, misuse, neglect, acts of Nature, or abuse are not covered by this warranty.
- c. Limited Software Warranty: CONTRACTOR provides a one (1) year limited software warranty to licensees of FuelFocus software accompanying AssetWorks hardware. CONTRACTOR warrants that the media on which the software is delivered will be free of defects in material and workmanship for a period of one (1) year following delivery of the software to licensee. CONTRACTOR warrants that the software, when used in accordance with the terms of the AssetWorks software license, will operate substantially as set forth in the applicable AssetWorks documentation for a period of one (1) year following delivery of the software to licensee.
- d. Technical Support Access: During the warranty period, toll free phone support is offered five (5) days per week (8:00 am to 5:00 pm PST, Monday through Friday, except holidays). Calls left after hours will be returned the next business day. Access to technical support after warranty period is on a commercially reasonable basis (unless an AssetWorks support contract is purchased for all systems owned by customer).
- e. Software Updates: During the warranty period, software updates for system software and software products released by CONTRACTOR are available by contacting AssetWorks technical support. System software updates include applicable minor releases (e.g. Release 2.0 to 2.1) to the AssetWorks family of products as well as major feature releases (e.g. Release 2.x to 3.0). COUNTY must have internet access for web browser or FTP downloads as directed by technical support. Software updates released after the initial one (1) year warranty period are available as an upgrade product for the then applicable list price.
- f. Warranty Limitations: AssetWorks' warranties as set forth herein ("Warranty") are contingent on proper use of the FuelFocus hardware and software ("Products") and do not apply if

he Products have been modified without AssetWork's written approval, or if the Products' serial number label is removed, or if the Product has been damaged. The terms of the Warranty are limited to the remedies set forth in this Warranty.

g. THIS WARRANT IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. ASSETWORKS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, HARDWARE, PRODUCTS, DOCUMENTATION OR ASSETWORKS SUPPORT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ASSETWORKS DOES NOT WARRANT THAT ANY PRODUCTS WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ITS PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL ASSETWORKS BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA), HOWEVER CAUSED WHETHER OR NOT ASSETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**EXHIBIT C**  
**SCOPE OF SERVICES for HOSTING**

**C1 Hosting Services Overview:**

**C1.1** CONTRACTOR (AssetWorks) uses a Data Center (“Data Center”), located at 998 Old Eagle School Rd., Wayne, PA 19087, and provides associated services for outsourcing the operation and maintenance of computer applications listed in the Scope of Services as referenced in Exhibit C. This section describes the services to be provided by CONTRACTOR (“Services”), the respective responsibilities of the parties and the service level objectives (“SLOs”). This section incorporates the following items that shall be considered an integral part of this Agreement:

- a. Exhibit C - Scope of Services
- b. Exhibit C, Section C15 for Service Level Objectives
- c. Exhibit F - Fee Schedule

**C2 Services:** CONTRACTOR will perform the services set forth in Exhibit C. The general scope of services addressed includes the operation, maintenance, and support of the:

- a. Database software for the Applications hosted under this agreement
- b. Database security
- c. Data Center server operation

**C2.1 Exclusions:** The scope of services specifically excludes operation and maintenance of the following:

- a. COUNTY hardware, including COUNTY’s servers, printers, network hardware (including routers and switches) and other COUNTY site computing equipment;

- b. COUNTY application software other than noted in the Scope of Services;
- c. COUNTY Local Area Networks (“LAN”)
- d. COUNTY network infrastructure for connecting to the Internet and to the CONTRACTOR’s Data Center

**C3 COUNTY Responsibilities:**

- a. Assigning a primary and alternate representative to coordinate all communications and activities related to CONTRACTOR services.
- b. Providing user identification data and determining the appropriate security profile for each user. COUNTY will control security at the Application level.
- c. All printing. No print job will print at the Data Center and all physical printing requirements will be handled by the COUNTY.
- d. The purchase and installation of printers at COUNTY’s sites for the Application being utilized as defined in the Scope of Services.
- e. Installation, operation and maintenance of all workstation software and COUNTY’s LAN, existing data communications configuration, hardware, or software required at the COUNTY’s site except as otherwise stipulated in the Scope of Services.
- f. Testing updates and fixes applied by CONTRACTOR to Applications used by COUNTY. With the exception of emergency fixes, COUNTY will test updates and fixes prior to their introduction to the production environment within a mutually agreed upon time frame.
- g. Testing upgrades. Upgrades will be moved to production by the CONTRACTOR at the end of the COUNTY testing period unless specific problems are documented in writing to CONTRACTOR.

- h. Diligent 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.

**C4 CONTRACTOR Responsibility:** CONTRACTOR (AssetWorks) network and network responsibility extends from the CONTRACTOR's routers at CONTRACTOR's sites to all connected equipment at CONTRACTOR's sites.

**C5 Ownership of Software and Data:** COUNTY shall not obtain any ownership rights, title or interest in the software, hardware or systems developed or employed by CONTRACTOR in providing Services under the Agreement. CONTRACTOR shall not obtain any ownership rights, title or interest to COUNTY's data files. Upon expiration or termination of the Agreement for any reason, CONTRACTOR agrees to provide COUNTY with a copy of COUNTY's data files, as they exist at the date of expiration or termination.

**C6 WARRANTY DISCLAIMER/LIMITATION OF LIABILITY:** Except as expressly set forth herein, provider disclaims all warranties relating to the services or deliverables provided hereunder, including but not limited to any warranty of fitness for a particular purpose or merchantability. Provider shall not be liable for any punitive, indirect, incidental, special or consequential damages, including but not limited to lost data or lost revenues or profits, however arising, even if provider has been advised of the possibility of such damages. AssetWorks' liability for any and all damages (including attorneys' fees) under this Agreement (whether in contract or tort) shall in no event exceed fees paid to provider during the previous 12-month period. The parties acknowledge and agree to the foregoing liability risk allocation. Any claim by Customer against AssetWorks relating to this agreement must be made in writing and presented to AssetWorks within two (2) years after the date on which this Agreement expires or is otherwise terminated (reference section 22.13).

**C7 Hosting Services:** All of the services, functions, processes, and activities described below will be collectively described as the "Services" and all services will be provided by CONTRACTOR to and for the COUNTY's benefit in a manner that will meet the objectives outlined in Exhibit C, Section C15.



**C8 Application:** Application refers to the Customer's software licensed from CONTRACTOR pursuant to a separate license agreement which software may include 3rd Party Software. The Application is hosted by CONTRACTOR pursuant to this Agreement.

**C9 Support Software:** Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Application and provided by CONTRACTOR as part of the Services.

**C10 Hardware:** Server infrastructure located in Wayne, PA, to maximize uptime. If required by COUNTY, COUNTY shall provide the telecommunications equipment (including the routers to be installed at the Data Center), communication line, and services for connection from COUNTY's site to the Data Center.

**C11 Database Instances:** CONTRACTOR will maintain a single production database instance. This production database will provide the daily, real-time transaction data to the Application users. In addition to the production database, CONTRACTOR will maintain one additional, non-production database (Test). Upon request by COUNTY, CONTRACTOR will populate these additional databases with COUNTY's production data up to four (4) times in any twelve (12) month period at no additional cost.

**C12 Backups:** Full-database and incremental file system backups are taken each night and stored at an offsite facility. Backup data is retained for 14 days.

**C13 Hours of System Operations:** The application will be accessible and available to the COUNTY and capable of any and all normal operating functions 24 hours a day, seven days a week except for periods of scheduled maintenance and previously approved outages. CONTRACTOR will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the CONTRACTORS side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable.

**C14 Data Center Maintenance:** CONTRACTOR will complete routine maintenance on the application according to the published schedule. CONTRACTOR will publish schedules for subsequent years on its Customer Support web site and will provide at least 30 days' notice to any changes in the schedule.

**C14.1** If CONTRACTOR is required to perform additional maintenance outside of the scheduled maintenance window, it will notify the COUNTY in writing of its request. COUNTY and CONTRACTOR will mutually agree on the downtime, which will then be considered a period of scheduled maintenance.

### **C15 - Service Level Objectives**

**C15.1 Availability:** CONTRACTOR will use commercially reasonable efforts to provide Services with an average of 95% Availability (as such term is hereinafter defined) for each quarter during the term of this Agreement.

**C15.2** For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the Application during such quarter, and will be calculated in accordance with the following formula:

a.  $x = (y - z) / y * 100$

b. Where "x" is the Availability of the Application during the quarter;

c. "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 into the Application because of:

1. regularly scheduled maintenance windows for the Application and for times in which Customer has been notified in writing (including e-mail) by CONTRACTOR in advance thereof;
2. a Force Majeure Event;
3. non-performance of hardware, software, ISP connections, and other equipment that is not provided by CONTRACTOR or certified by

CONTRACTOR for use in conjunction with the Services (except as such non-performance is directly or indirectly caused by CONTRACTOR).

d. "z" is the number of hours in such month during which the COUNTY is unable to log into the Application (other than for reasons set forth in the definition of "y" above); provided that CONTRACTOR has been notified or is otherwise aware (or reasonably should be aware) of COUNTY's inability to utilize the Application.

**C16 Fee Adjustment:** In the event that CONTRACTOR does not meet the Availability levels set forth below, the amount of fees payable by COUNTY will be reduced as follows:

a. In the event the average Availability for the Application is less than ninety five percent (95%) during any calendar quarter, COUNTY will receive a credit to its account with CONTRACTOR of five percent (5%) of the amount of a quarter's aggregate Service Fees. In the event the average availability for the Application is less than ninety five percent for two consecutive calendar quarters, COUNTY will receive a credit to its account with CONTRACTOR of ten percent (10%) of the amount of a quarter's aggregate Services Fees paid or payable by COUNTY to CONTRACTOR. Subsequent incidents for failure to meet the availability levels may be deemed a material breach by COUNTY and COUNTY may terminate the Agreement.

b. CONTRACTOR's obligation to provide COUNTY with fee adjustments as set forth above is conditioned on COUNTY providing detailed written notice to CONTRACTOR of its contention that CONTRACTOR was unable to meet the applicable Availability levels. Upon receipt of such notice, CONTRACTOR shall have thirty (30) calendar days to investigate the contention. If, at the end of the thirty (30) calendar day period it is determined that CONTRACTOR did in fact fail to meet the applicable Availability levels, Customer will receive the appropriate credit to its account during the next invoice cycle.

c. The remedies set forth in this Section of this Attachment shall be COUNTY's sole remedy and CONTRACTOR's entire liability in the event of a breach of this Agreement, including the failure of any Availability measurements to meet the thresholds set forth above.

**C17 Level Two Disaster Recovery (DR)** is provided to COUNTY by CONTRACTOR for the emergency facility and restoration process as well as the recovered data for the fee set forth in Exhibit F. This provides backing up and recovering the customer database and attachments to the Disaster Recovery Site (DRS) as well as providing the FleetFocus application in a configured Disaster Recovery Site.

**C17.1 Level Two DR includes, but is not limited to, the following:**

- a. CONTRACTOR utilizes an offsite, secure facility to store the latest daily RMAN database backup files and file attachments.
- b. CONTRACTOR utilizes a provider to have an off-site server standing ready to restore all backups.
- c. In the event of an incident, the latest off-site database archives are transferred from the off-site secure facility to the DRS.
- d. The FleetFocus application server software is maintained as 'current' in the DRS to be compatible with the working version in the Data Center.
- e. The FleetFocus database server configuration (user names, websites, etc.) is also kept current in the DRS to be compatible with the working version in the Data Center.
- f. Any attachments on the application server will be restored on the DRS application servers.
- g. DNS (Disaster Network Services) changes would make the FleetFocus DRS application available through the customers URL.
- h. RTO (Recovery Time Objective) is 3 days.
- i. RPO (Recovery Period Objective) is one hour.

**EXHIBIT D****PAYMENT PROVISIONS for RCIT FLEET FOCUS FA MODULES****D1 – Cost:**

<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>
<b>FleetFocus Software FA Modules:</b>	<b>EACH</b>		
FleetFocus FA Module Enterprise Portal	1	\$10,450	\$10,450
FleetFocus FA Module Shop Activity Module	1	\$20,900	\$20,900
FleetFocus FA Module Customer Access Module	1	\$10,450	\$10,450
FleetFocus FA Enterprise Licenses	5,500		\$41,800
<b>Discount for PO prior to 9/1/15</b>			- \$8,360
<b>Software / Interface Maintenance:</b>	<b>ANNUAL</b>		
FleetFocus Maintenance and Support	1	\$8,360	\$8,360
<b>Services:</b>	<b>HOURS</b>		
Software Installation Services	40	\$205	\$8,200
Project Management	64	\$205	\$13,120
Business Process Review Services	8	\$205	\$1,640
System Configuration Services	32	\$205	\$6,560
Training	64	\$205	\$13,120
Production Roll Out Services	32	\$205	\$6,560
Travel	4	\$1,750	\$7,000
	<b>TOTAL</b>		<b>\$98,000</b>

**D1** CONTRACTOR quote does not include installation and/or configuration of any computer hardware and peripheral equipment. COUNTY will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment if applicable.

**D2** COUNTY will purchase all hardware and software necessary for implementation of FleetFocus FA modules.

**D3** COUNTY will have all necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system.

- D4** COUNTY is responsible for TCP/IP connectivity from all client workstations to the CONTRACTOR'S servers.
- D5** COUNTY will provide a Project Manager as a single point of contact for CONTRACTOR.  
(a) Project Manager: John Nicklas, phone (951) 955-7853
- D6** COUNTY will make appropriate technical resources available to CONTRACTOR's consultants.
- D7** All training sessions will use standard application training materials.
- D8** This Agreement does not include any tailoring or customization of the GUI.
- D9** **Additional Travel Expenses:** Change order to travel cost above and beyond the price noted in Exhibit D MUST be agreed upon and approved in writing by COUNTY and CONTRACTOR prior to actual travel. Travel expense will be evaluated using County of Riverside Travel Policy D1 as guide; CONTRACTOR will adhere to the requirements of those portions of the policy as applicable to the expenses incurred in the course of executing this agreement. Policy D1 can be accessed through the Clerk of the Board's website at: <http://www.rivcocob.org/boardpolicies/policy-d/POLICY-D01.pdf>

**EXHIBIT E****PAYMENT PROVISIONS for FUEL FOCUS FMS SYSTEM for TLMA****E1 – Project Cost:**

<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>
<b>FuelFocus Controllers:</b>	<b>EACH</b>		
FuelFocus RF Controller – 2 Hose	10	\$8,683.90	\$86,839.00
FuelFocus RF Controller – 4 Hose	1	\$10,059.95	\$10,059.95
FuelFocus RF Controller – 8 Hose	1	\$12,647.25	\$12,647.25
High Power RF Controller Antenna w/mast	12	\$660.00	\$7,920.00
HID Option	12	\$380.60	\$4,567.20
UPS Power Conditioners	12	\$119.37	\$1,432.44
<b>Software and Integrated Licenses:</b>	<b>EACH</b>		
FleetFocus Integrated License	12	\$1,495.00	\$17,940.00
Veeder Root Integration (per site if multiple sites)	12	\$1,295.00	\$15,540.00
<b>Nozzle Tags:</b>	<b>EACH</b>		
Universal Nozzle Tags	28	\$233.55	\$6,539.40
<b>Professional Services:</b>	<b>HOURS</b>		
Fuel Master Technician	144	\$200.00	\$28,800.00
Fuel Software Installer / Trainer	8	\$200.00	\$1,600.00
Remote Start Up Assistance	24	\$200.00	\$4,800.00
Fleet/Fuel Project Manager	8	\$225.00	\$1,800.00
Travel Expenses	12	\$750.00	\$9,000.00
<b>Maintenance and Support:</b>	<b>Annual</b>		
Maintenance and Technical Support	1	\$6,696.00	\$6,696.00
<b>Shipping:</b>	<b>EACH</b>		
Standard Shipping	1	\$95.00	\$95.00
		<b>PROJECT TOTAL</b>	<b>\$216,276.24</b>

**Additional work not specified in these Exhibits will be bill at the all-inclusive hourly rates specified in Exhibit E. Any additional work required will be by written approval by the County.**

**E2 – Return Policy:**

a. COUNTY will inspect all orders upon receipt. CONTRACTOR may be contacted via email [fuelsupport@assetworks.com](mailto:fuelsupport@assetworks.com) or phone at 610-225-8350 to request an RMA (Return Material Authorization) for any missing, damaged or incorrect orders.

b. Product may be returned within 30 days of invoice date for refund, replacement or exchange. All product returns must have an RMA number issued by AssetWorks marked clearly on the return package or the package will be refused and no credit will be issues.

c. RMA's are valid for 15 days from date of issuance.

d. RMA requirements:

- i. Invoice or packing list number
- ii. Product name and part number
- iii. COUNTY department name, point of contact (name), mailing address, email address and telephone number.
- iv. Reason for return.

e. For returns and exchanges, merchandise must be presented within 30 days of purchase. All goods must be returned in their original packaging. If product is not received in its original and unused condition, a minimum restocking fee of 18% will be charged. Product that has been used will not be accepted for return or exchange unless under warranty or maintenance contract. Product that has been altered without the specific authorization by AssetWorks Inc. will not be accepted.

f. Send returns with RMA clearly marked to the address below:

AssetWorks LLC  
Attn: RMA Department  
998 Old Eagle School Road, Suite 1215  
Wayne, PA 19087



- g. Return Shipping: All returns must be shipped freight pre-paid.
- h. Additional charges may apply if all peripherals and accessories are not returned in original packaging.
- i. Returns older than 30 days from invoice date will be subject to a 25% restocking fee. No refunds will be given.

**E3 Additional Travel Expenses:** Change order to travel cost above and beyond the price noted in Exhibit D MUST be agreed upon and approved in writing by COUNTY and CONTRACTOR prior to actual travel. Travel expense will be evaluated using County of Riverside Travel Policy D1 as guide; CONTRACTOR will adhere to the requirements of those portions of the policy as applicable to the expenses incurred in the course of executing this agreement. Policy D1 can be accessed through the Clerk of the Board's website at: <http://www.rivcocob.org/boardpolicies/policy-d/POLICY-D01.pdf>

**EXHIBIT F**  
**PAYMENT PROVISIONS for HOSTING SERVICES**

**F1 – Hosting Cost:**

DESCRIPTION	QTY	UNIT COST	ANNUAL COST
<b>Server set-up Fees (one time)</b>	1	\$5,000	<b>\$5,000</b>
<b>Web/Reports Server set up (one-time fee)</b>	1	\$2,500	<b>\$2,500</b>
<b>Monthly Hosting Fee (by vehicle equipment units)</b>	5500	\$1.00 / Each Unit Per Month	<b>\$66,000</b>
<b>Monthly Web/Reports Server</b>	1	\$500 / Month	<b>\$6,000</b>
<b>Monthly FuelFocus</b>	38	\$50.00 / Each Unit Per Month	<b>\$22,800</b>
<b>Monthly MobileFocus</b>	1	\$10.00 / Month	<b>\$120</b>
<b>KeyValet</b>	1	\$50.00 / Month	<b>\$600</b>
<b>Level Two Disaster Recovery (Fixed Fee)</b>	1	\$500 / Month	<b>\$500</b>
	Total Year One Cost		<b>\$109,020</b>
<b>Hosting Year Two</b>	1	\$8,714	<b>\$104,566</b>
<b>Hosting Year Three</b>	1	\$8,975	<b>\$107,703</b>

- F2** CONTRACTOR will supply use of Oracle Database licenses in our datacenter.
- F3** Hosting costs above include the hosting of EAM application and data base, assuming an executed contract for EAM system by December 31, 2015.
- F4** Includes Level Two Disaster Recovery (See Section C17 for details)
- F5** Contract assumes customer renews annual maintenance during the term of the contract. Fees above do not include software maintenance and support for current or additional software which are governed by existing agreements between the parties.

**Exhibit G**  
**HARDWARE PRICING**

Hardware will be purchase on an as need basis, bill at the following unit price or better:

<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>PRICE</b>
2500-08-HEAD	ICU EMPTY HEAD WITHOUT FRONT DOOR	\$537.73
2500-08-PDSTL-GRY	8 HOSE PEDESTAL-INCLUDES INSIDE PARTS	\$1,032.75
2500-HIT-01	Heater Set	\$397.17
2500-HIT-02	UK Heater Set	\$397.17
2500-PNL	ICU EMPTY FRONT PANEL DOOR	\$235.87
2500-UG-02	ICU UPGRADE KIT 4 HOSE TO 8 HOSE	\$925.52
2500-UG-03	ICU UPGRADE KIT 12 HOSE TO 16 HOSE	\$1,011.21
2500-UG-KT	Printer Upgrade Kit with door (after sale)	\$1,665.00
2500-UG-WAF	WAF Upgrade Kit for RFC2500	\$6,336.00
2500-UP-9455-08	Upgrade Kit for ICU from XP to WIN7 - 8 hose	\$1,912.50
2886L	Shielded Installation Cable - 500 ft Coil	\$95.00
ACC-CB-B47	MPA2 Bypass Cable	\$48.00
ACC-CB-B48	MPA2 Communication Cable to DDA2	\$19.20
ACC-CB-B58 (GNR0160)	Power Filter	\$10.71
ACC-CB-B88	MPA2 to DDA2 DC Cable	\$16.00
ACC-CB-B89	MPA2 Programming Cable	\$19.20
ACC-CB-B90	PROGRAMMER TO VIB CABLE (Flash Tool)	\$40.74
ACC-CB-B91	PC to Programmer Cable (Flash Tool)	\$70.70
ACC-CV-01	RVB Cover (Rubber)	\$17.12
ACC-KB-16	Metal Keypad	\$269.67
ACC-RS-02A	Programmer to PC Cable	\$61.70
ACC-WR-111A	Cable for 4 Lines Graphic Display for 2500	\$43.50
ACC-WR-112-2	Flat Cable for COM2 in RFC2500	\$24.64
ACC-WR-112-3	Flat Cable for COM3 in RFC2500	\$24.64
ACC-WR-112-4	Flat Cable for COM4 in RFC2500	\$24.64
ACC-WR-115	RFC Power Cable WIN 7 ICU	\$36.00
ACC-WR-117	Cable for Illuminated Keypad (Special Order Item)	\$19.20
ACC-WR-118	Power Cable To Line Filter In	\$24.30
ACC-WR-119	Graphic LCD to Panel Board ASS-22-78 Cable	\$11.20
ACC-WR-120	Magnetic Card Reader Cable to Panel Board	\$17.60
ACC-WR-132	Cable for MPA3 to Panel Board for MFC	\$30.38
ACC-WR-30	Display flat cable for RFC 2500	\$9.27
ACC-WR-31	KEYBOARD FLAT CABLE-RFC2500	\$6.43
ACC-WR-41	Electric Card Cable to Terminal Channel 1-4	\$75.20
ACC-WR-41A	Electric Card Cable to Terminal Channel 5-8	\$66.00
ACC-WR-41B	Electric Card Cable to Terminal Channel 9-12	\$66.00
ACC-WR-41C	Electric Card Cable to Terminal Channel 13-16	\$66.00
ACC-WR-45	Pump Card Cable to ISB 8 Channel Card	\$7.52
ACC-WR-45A	Flat Cable D-TYPE 9PIN L=50 cm	\$16.80
ACC-WR-46	Pump Card Cable to ISB Channel 8 Card	\$14.40

ACC-WR-47	BYPASS CARD CABLE TO ISB CARD	\$12.05
ACC-WR-48	Channel Card Cable D-Type	\$16.22
ACC-WR-49A	RFC2500 Flat Cable for Pump and Panel CPU Board 5895	\$24.10
ACC-WR-59	RFC2500 CABLE FOR KEYBOARD	\$38.47
ACC-WR-59A	Mouse Key Board Cable to RFC 2500 & Mobile Controller	\$47.19
ACC-WR-60	RFC2500 CABLE FOR MONITOR	\$46.35
ACC-WR-62	RFC 2500 Power Cable	\$26.66
ACC-WR-62A	RFC Power Cable 12-16 Hose	\$26.66
ACC-WR-64	PWR CABLE-ELEC CARD-RFC2500	\$18.79
ACC-WR-65	Power Cable Between 2 Electric Cards for RFC2500	\$32.00
ACC-WR-84	Net/Tech Cable for CPU 5895(new style board)	\$43.80
ACC-WR-88	Keypad Cable	\$44.55
ACC-WR-89	2 Lines Display Flat Cable for RFC2500	\$24.00
ACC-WR-91	On & off cable/switch for Mobile ICU	\$38.93
ACC-WR-92	USB Cable for 2500 Controller	\$40.00
ACC-WR-99	Net/Tech Cable to PC5895 For Mobile RFC 1500/2500 (order with CON0532)	\$19.32
ACC-WR-B4B	Card Reader Cable	\$8.37
ANT002	Antenna - Rubber Duck Swivel (2.4GHz)	\$37.85
ASS-20-56A-110	4 Channels Electric Board	\$395.53
ASS-20-79A	8 Channel Junction Board	\$431.49
ASS-21-11C	2 Channel Electric board - Mobile Controller	\$321.36
ASS-21-89A	Printer Receipt Board	\$354.30
ASS-22-02A	RFC2500 Panel Card Assembly SMT + TH for XP Mobile Controller	\$994.95
ASS-22-06A	Dispenser Bypass Card	\$50.34
ASS-22-35B	RFU Adaptor	\$140.80
ASS-22-78B	New Panel Board Assembly B for WIN7 Mobile Controller	\$994.95
ASS-22-78B-SET	Panel Board	\$1,204.56
ASS-70-82	4 Channel Junction Board	\$224.74
ASS-FD-1G-P2	1G Flash Disk - WinXP - Supports .NET2	\$164.97
ASS-FD-4G	Flash Disk 4G Programmed	\$279.37
ASS-FD-4G-P2	4G Flash Disk - WinXP - .NET2 - Fixed ICU	\$279.37
ASS-FD-4G-P3-MBL	4G Flash Disk - WinXP - .NET2 - Mobile ICU	\$279.37
ASS-FD-4G-P4	4G flash disk - WIN7 - Fixed ICU	\$279.37
ASS-FD-4G-P6	4G Flash Disk - WinXP - VDC Controller	\$279.37
ASS-FD-8G-P4	8G Flash Disk - WinXP - Fixed ICU	\$511.50
ASS-FD-8G-P4-MBL	8G Flash Disk - WIN7 - Mobile ICU	\$403.00
ASS-KB-20	Illuminated Keypad 14 degree F to 167 degree F (Special Order Item)	\$335.00
ASS-PS-19	Power Supply for DDAlite	\$57.60
B-5935	Twinax Cable	\$34.02

BN25920-Ultrabeam	Banner Overhead Sensors (may also need to order brackets and cable)	\$393.67
CON0219	2-Conductor the term block DIN35 rail front entry	\$4.39
CON0222	End and Intermediate plate 2.5mm thick	\$5.40
CON0226	Conn Male STR long 12 pole PIN 5mm	\$12.15
CON0532	Adapter Female-Female RJ45 Shield Panel Mounting (order with ACC-WR-99)	\$25.13
CONN0205	ICU Connectors	\$56.00
CPU-2500-5895	CPU Board WinXP - .NET2 (without firmware)	\$1,033.77
CPU-2500-9455	CPU Board Win 7 - N270 Proc Fanless	\$1,033.77
CUS-MMU003	OBDII Connector Cable	\$26.65
CUS-MMU0092	J1939 9-Pin Easy Connect Heavy Duty Cable	\$64.85
CY0010-KY	ICU Key for head lock (one key)	\$25.12
CY0022-KY	ICU Key for pedestal (one key)	\$25.03
CYL0010	Panel Door Lock	\$44.06
CYL0022	Pedestal Door Lock	\$115.36
CYL0040	Printer Lock	\$11.20
DDA-LT-01	DDALite	\$702.00
ETG0698	12V Charge Battery for mobile unit	\$132.80
FPKEYSS	Indala Key Fobs - Minimum 100 pieces	\$7.00
G7L-2A-TJ-CB-P7LF-06	Relay and base	\$59.80
GNR-0094	USB to RS232 (9 pin) Adapter	\$58.70
GNR-0250	USB to COM 5 & 6 Connections	\$42.85
GNR-0278	Printer Lock and Key	\$12.00
HD-1326LSSMV	HID-1326-ProxCard-III-Clam-Shell-Prox-Cards-Program	\$4.12
HD-1346	HID ProxKey III (Key Fob) - Min Order QTY 100	\$6.00
KBX2-AMPN-ECXX-ALNX	Universal Programmer Set with Adaptor	\$1,347.14
KBX-MT-BT	Battery Replacement for VIB Programmer	\$82.40
KIT-NET-01	ICU Network Outlets	\$195.00
LCK-01-00	Head Lock for ICU and keys	\$44.06
MEM-1G0-5895	1G Memory Stick for CPU-2500-5895	\$109.56
MEM-2G0-9455	2G memory for CPU 9455 Win 7 (RAM)	\$168.00
MOD0005	Dallas Key Reader	\$102.40
MOD0007	GPRS/GSM Modem	\$843.20
MOD0019	Card Reader for Mobile Controller	\$128.00
MOD-0046	4G Flash Disk - WinXP - Mobile Controller	\$279.37
MOD0048	Printer Module MT-102A with paper cutting	\$748.04
MOD0092	CPU Board AMD Geode(TM) LX Series Processor for XP Mobile Controller	\$1,033.77
MOD0326	Wireless Mini PCI Module (WiFi board) for XP MFC	\$320.00
MOD0330	Wireless Mini PCI Module (WiFi board) for WIN7 MFC	\$308.00
MOD0334	CPU Board SubCompact w N270 Proc.Fanless,LiIGHT for WIN7 Mobile Controller	\$1,479.74
MPA-01-01	Mechanical Pump Adapter	\$515.52

MPA2-02-01	MPA2	\$451.80
MPA3-BOX-01	MPA3 Box for Mobile Fuel Controller Unit, 5V/12V for XP Mobile Controller	\$2,641.35
MPA3-BOX-03	MPA3 Box for WIN7 Mobile Fuel Controller, 5V ONLY	\$2,539.76
MTL-2500-8/29	Cover for Junction Board(Conv from 4 hose to 8 hose)	\$63.12
MTL-2500-8/30	Bottom Cover Junc from 4 hose to 8 hose	\$26.87
MTL-2500-8/55	Housing for MAG card reader	\$25.87
MTL-2500-MAST	Mast for WAF Antenna	\$412.41
MTL-PZ1-015	Adapter plate for upgrading front panel board	\$26.78
PLS-TRNS-SET	SET MECHANICAL PARTS FOR TRANSPONDER	\$33.00
PRG-ID-01-SET-110	VIB FLASH TOOL	\$265.50
PWR0006	AC/DC 1.5A 18W out 110-240V/12VDC Switch Adaptor	\$72.48
RDD-A0-02, ASS-PS-12A	DDA - with power supply	\$1,179.50
RDD-MPA-01	Oil Reel Conversion Kit	\$2,359.00
RDL-ID-50	ID Clips for ID Box	\$5.88
RDR-AWID-01	AWID Reader Option	\$412.41
RDR-HI-01	HID Proximty Reader	\$359.57
RDR-MG-00	Magnetic Card Reader	\$233.72
Receipt Printer Option	Receipt Printer Option	\$1.04
RFC-DS-00	LCD Display	\$46.88
RFC-DS-03	Graphic 4 Line Display	\$156.80
RFSTARTERKIT	RF Starter Kit (testers, FIA kit, 2 flash tools)	\$1,998.60
RFU-ADPT-01	RFU in plastic case	\$172.80
RGT-RDR-01-SET	RFU - includes power supply and ribbon cable	\$211.88
RID-04-55RF5	VIB WAF Dual Pulse Input No PID (LIMITED SUPPLY)	\$141.04
RID-56-TST	Light Duty test Box	\$187.46
RID-M9A-GEN	Generic Canbus VIB (RM915)-SKR2	\$183.17
RID-M9A-J17	J1708 VIB (RM915)-SKR2	\$183.17
RID-M9A-PUL	PULSE VIB (RM916)	\$183.17
RID-TR-50E701	Nozzle Transponder for LNG (50E 701)	\$216.00
RID-TR-A2000	Nozzle Transponder for Emco A2000	\$226.78
RID-TR-A4005	Nozzle Transponder for Emco A4005	\$226.78
RID-TR-A6000	Nozzle Transponder for Emco A6000 (also OPW7H)	\$226.78
RID-TR-CNG	Nozzle Transponder for CNG CT5000	\$345.00
RID-TR-CT1000	Nozzle Transponder for CNG CT1000	\$395.52
RID-TR-HEALY-600	Nozzle Transponder for Healy 600	\$226.78
RID-TR-NGV-K	Installation Kit (brackets only) for NGV - MUST ALSO ORDER RID-TR-UNVRSL	\$54.00
RID-TR-OPW-11VAA	Nozzle Transponder for OPW11VAA	\$226.78
RID-TR-OPW-11-VF	Nozzle Transponder for OPW11VF	\$226.78
RID-TR-OPW-12VW	Nozzle Transponder for OPW12VW	\$226.78
RID-TR-PROPANE	Nozzle Transponder for Propane	\$226.78
RID-TR-UNVRSL	Universal Nozzle Transponder Extended Range	\$226.78

RID-TR-UNVRSL-6	Universal Heavy Duty Nozzle Transponder for Extreme Temperature	\$226.78
RID-TR-WTN	Nozzle Transponder for Wheaton Transit	\$4226.78
RKT-2500-F 08	Spare Parts Kit - 8 Hose	\$5,905.90
RKT-2500-F-08H	Spare Part Kit 8 HID	\$6,306.30
RKT-2500-F-08M	Spare Parts Kit 8 MAG	\$6,166.16
RKT-2500-F-08MH	Spare Parts Kit 8 Hose with HID & MAG	\$6,763.56
RKT-2500-MBL-H	Spare Part Kit Mobile ICU HID Reader	\$7,034.10
RKT-2500-MBL-M	Spare part kit for Mobile ICU Card Reader	\$5,536.00
RKT-PS-BX-01	Power Supply & Line Filter Set Box for RFC-2500 WIN7 ICU	\$324.00
RKT-PS-BX-110	Power Box (fuse surge protection switch and filter) for XP - .NET2 ICU	\$102.49
RKT-RJ45-01	Network Port for Pedestal	\$200.85
RNA-01-03U	N-Ring L type (2-7/8 )	\$18.17
RNA-DSH-01	Dashboard Coil	\$18.17
RNA-TR-X55	Wired Nozzle Tag (Harrisburg Only)	\$220.17
RPC-RF-06	WAF Antenna - High Power w/o mast	\$793.10
RPS-2500-1205	Power Supply	\$239.12
RVC-01-57U	T-Ring 2-1/8 (R-57UL)	\$18.17
RVC-01-65U	Vehicle Coil R-65UL	\$18.17
RVC-01-70U	T-Ring 2-5/8 (R-70UL)	\$18.17
RVC-01-80U	T-Ring 3.0 (R-80UL)	\$18.17
RVC-01-90U	T-Ring 3.6	\$18.17
RVC-01-A0U	T-Ring 3-13/16 (R-100UL)	\$18.17
RVC-01-A1U	T-Ring 4-3/16 (R-110UL)	\$18.17
RVC-01-B5U	T-Ring 4-13/16 (R-125UL)	\$18.17
RVC-03-25U	T-Ring 2.5 2-5/15 (X-2.5UL)	\$18.17
RVC-03-45AU	T-Ring 4.8	\$18.17
RVC-03-45BU	T-Ring OVAL (X-4.5B)	\$18.17
RVC-ANT-KIT	Fuel inlet antenna kit	\$296.03
RVC-AVV-01	AVIV Antenna for RVB (RM915)	\$16.71
RVC-GAL-01	Galtronic Antenna for RVB (RM915)	\$16.71
RVC-MRS-01	Mars Antenna for RVB (RM915)	\$26.36
RVS-01-65U	VEHICLE COIL S-65UL	\$18.17
RVS-01-70U	Slim Coils	\$18.72
RVS-01-75U	Vehicle Coil with PVC Cover S-75	\$18.72
SET-22-81	Pump Board	\$1,528.18
TST-1708-1939	J1708 & J1939 test box	\$669.50
WAF-CMR-915-MAX-SET	SET WAF (Camera) Box RFU-915MHz Assembly	\$704.00

**EXHIBIT H**  
**SOFTWARE AND HARDWARE MAINTENANCE**

**Annual Software Maintenance and Support - for period 7/1/2015 - 6/30/2016**

Description	Cost
FleetFocus FA 5,500 Active Equipment Units	\$ 62,835.00
Motor Pool Module	\$ 9,426.00
Reporting and Reservations Modules	\$ 12,565.00
Crystal Reports Embedded	\$ 649.00
KeyValet, Notifications, and Telematics Modules	\$ 4,460.95
MobileFocus for 1 device	\$ 206.85
FuelFocus Software - 25 ICUs	\$ 11,185.80
FuelFocus Hardware - 25 ICUs	\$ 22,011.95
FuelFocus Software - 1 ICU for Waste Management, Year 2 pro-rated for period 2/1/2016 - 6/30/2016 (5 months)	\$ 239.50
FuelFocus Hardware - 1 ICU for Waste Management, Year 2 pro-rated for period 2/1/2016 - 6/30/2016 (5 months)	\$ 357.20

Includes product updates and enhancements, unlimited email and telephone support, and covered Replacement parts with core exchange for periods specified. Five (5%) percent uplift for year 2 and year 3 hardware / software maintenance and support services.