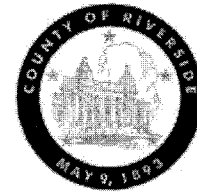


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.32
(ID # 7317)

MEETING DATE:

Tuesday, July 31, 2018

FROM : PURCHASING AND FLEET SERVICES AND RIVERSIDE COUNTY INFORMATION TECHNOLOGY.:

SUBJECT: PURCHASING AND FLEET SERVICES AND RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approval of the Professional Service Agreement with AssetWorks for the FleetFocus Fuel Management System, Hardware/Software Maintenance, Application Hosting, Additional Parts, Software License, and Professional Services to support systems in use by the Fleet Services, Flood Control, Transportation Department, and Waste Resources, without seeking competitive bids from July 1, 2018 through June 30, 2021. [All Districts], [Estimated Ongoing Total Cost over three years \$2,242,323; Potential other costs up to \$1,409,186] Fleet Services – ISF Revenue, Flood Control – Enterprise Fund, Transportation – Transportation Garage Fund, Waste Resources – Enterprise Fund.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Professional Service Agreement with AssetWorks (the "Agreement") to provide an upgrade of the proprietary FleetFocus Fuel Management System, and provide ongoing services for hardware/software maintenance, application hosting, and services to support systems in use by the Fleet Services, Flood Control, Transportation Department, and Waste Resources, without seeking competitive bids, in an amount not to exceed \$3,651,509 from July 1, 2018 through June 30, 2021, renewable on an annual basis;

ACTION:


Teresa Summers, Director of Purchasing

7/3/2018

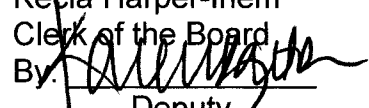

Dave Rogers, Chief Information Officer

7/3/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: July 31, 2018
xc: Purchasing, RCIT

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Chairman of the Board to execute the Agreement on behalf of the County; and,
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, as approved by County Counsel to: 1) sign amendments to the Agreement that do not change the substantive terms of the agreement and 2) sign amendments for the annual renewals.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,182,998	\$ 1,147,237	\$ 3,651,509	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Fleet Services, Flood Control, Transportation Garage Fund, and Waste Resources - department budgets			Budget Adjustment: No	
			For Fiscal Year: 18/19 – 20/21	

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued):

Transportation Department, Fleet Services, Waste Resources and Flood Control currently utilize the proprietary "FleetFocus" system by AssetWorks that provides vehicle life-cycle management and fuel tracking throughout the County of Riverside and has been in use since 1999. AssetWorks has provided a well-functioning system, meeting the departments' needs. Additionally, FleetFocus provides the data for Fleet Services to monitor vehicle utilization and meet reporting requirements of Board Policy D-2.

The current agreement is expiring and we have taken a comprehensive review of current and upcoming needs for the various departments. FleetFocus continues to meet the business requirements of the four departments at this time. The proposed agreement provides for upgrades of the fueling system for the Fleet Services and purchase of software modules/parts, hardware/software maintenance, application hosting, and professional services to support systems as needed.

As per Board Policy H-11, the Technology Standards and Oversight Committee (TSOC) has review and approved this technology request.

Following is specific information on the requested purchase:

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

Upgrade the Fleet Services Fuel Controllers:

Fleet Services currently has 13 sites where the fuel controllers have reached end of life and requires replacement. The FuelFocus module integrates directly with the current fleet management system. The cost to Fleet Services for this upgrade is \$209,187, which covers all necessary parts and professional services.

Application Hosting Services:

AssetWorks provides 24/7 direct access to the system for server backups, version upgrades, patching and troubleshooting. The cost for application hosting services annual is \$109,145 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.

Hardware/Software Maintenance:

The agreement provides for AssetWorks' to replace failed remote device components, including fuel controllers, KeyValet controllers and remote data collectors as part of the hardware maintenance services. 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 \$206,257 with a 5 percent annual increase in subsequent years.

NetworkFleet Services:

With the installation of Automatic Vehicle Location "AVL" devices from AssetWorks, the departments are benefiting in several major categories, which include employee safety, motor pool management, telematics, and tracking vehicle assets. AVL communicates vehicle numbers, location, mileage, hours of runtime, and engine codes to AssetWorks NetworkFleet services. The use of this technology is commonplace in other organization with the focus on the management of their fleets for archiving cost saving. The enterprise users of the FleetFocus system are expecting to request the installation of 600 AVL devices per year on county vehicles. Following are the estimated devices over the next three years: FY18/19 970 devices; FY19/20 1,570 devices; and FY20/21 2,170 devices. The table below reflects the estimated costs for the proposed number of devices. The monthly rate is fixed during the three-year agreement.

Additional Parts and Services:

Through the continued integration of FleetFocus technology by county departments, the need to purchase AssetWorks components also exists. As indicated above, departments are utilizing the AVL service for their vehicle. In order to provide the AVL service, an initial one-time purchase of an AVL box must be purchased to provide the service (\$84.50/box). Additional components that may be 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 cost for these optional parts from AssetWorks, is estimated at \$150,000 annually and will be on an as-needed basis.

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

Additional Software Licenses and Modules:

The current and future users of FleetFocus enterprise solution may have a need to purchase additional software licensing or modules to accommodate the business needs of managing vehicle assets. Business needs will come as departments seek to either: purchase software modules to help consolidate vehicle trips, software licensing associated with buying hardware, or consolidate like services into the enterprise solution and eliminating other systems. The cost for these optional software licenses and modules from AssetWorks is estimated at \$100,000 annually and will be on an as-needed basis.

Professional Services:

AssetWorks will provide professional services, on an "as-needed" basis. These services range from implementing new business processes, providing additional reporting capabilities, training, or the installation of Automatic Vehicle Location "AVL" technology. The cost for these option professional services from AssetWorks is estimated at \$150,000 annually and will be on an as-needed basis.

Impact on Citizens and Businesses:

The system will provide vehicle utilization and tracking of costs for efficient fleet management.

Contract History and Price Reasonableness:

On April 30, 2013 (Agenda 3.16) and August 18, 2015 (Agenda 03-89), the Board approved the upgrade of the FleetFocus system in use by the County since 1999. The agreement provides for an annual 3% increase for hosting service and a 5% increase for maintenance. Pricing is consistent with other government agencies using the fuel management system. AssetWorks continues to offer the County a 50 percent discount off list cost for fuel controller hardware. The hosted system is a cloud based solution and has eliminated the need for hardware in departments. Continuing with the hosted system at this time avoids new hardware costs that may accompany a new system implementation.

A Fleet Focus user group comprised of RCIT, Purchasing and Fleet Services, TLMA, Waste and Flood meets monthly to provide guidance on critical issues such as county policy and objectives, budget planning, resource planning, implementation of industry standards, and business processes. The advisory group will also be reviewing the availability of other fleet industry systems and recommendations for any new system implementation will come before the Board for approval based upon the results of a competitive process. The agreement before the Board today for approval is renewable on an annual basis. The four departments have included the system support costs in their budgets.

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

**SUPPLEMENTAL:
Additional Fiscal Information:**

Department Totals

Ongoing Hosting & Maintenance Costs	FY 18/19	FY 19/20	FY 20/21	Total
Fleet Services	\$193,117	\$201,255	\$209,753	\$604,125
Flood Control	\$18,853	\$19,796	\$20,786	\$59,435
Transportation	\$81,233	\$84,815	\$88,561	\$254,609
Waste Resources	\$22,197	\$23,123	\$24,089	\$69,410
All Departments - NetworkFleet AVL Services*	\$258,408	\$418,248	\$578,088	\$1,254,744
Estimated Annual Budget	\$573,809	\$747,236	\$921,277	\$2,242,323
Optional Items - Purchased As-Needed	FY 18/19	FY 19/20	FY 20/21	Total
Fleet Services One-Time Fuel Controller Hardware Refresh	\$209,186	\$0	\$0	\$209,186
Additional Parts	\$150,000	\$150,000	\$150,000	\$450,000
Additional Software Licenses & Modules	\$100,000	\$100,000	\$100,000	\$300,000
Professional Services	\$150,000	\$150,000	\$150,000	\$450,000
Total Optional Cost	\$609,186	\$400,000	\$400,000	\$1,409,186

*Cost Per Vehicle is \$22.20 per month. The usage of these vehicle devices by enterprise users is expecting to increase 600 annually.

Attachments:

1. Agreement with AssetWorks LLC
2. Sole Source Justification form


 Gregory L. Priamos, Director County Counsel 7/18/2018


 Jim Smith, Chief Technology Officer 6/19/2018



DAVE ROGERS
Chief Information Officer
JIM SMITH
Chief Technology Officer

MEMORANDUM

LOUIS RAJA ARUL DOSS, ACIO
Enterprise Applications Bureau
PATRICK ELLIANO, ACIO
Converged Communications Bureau
GIL MEJIA, ACIO
Technology Services Bureau

Date: June 18, 2018
From: Roger Weaver / Dave Rogers
To: Board of Supervisors/Purchasing Agent
Via: Purchasing / RCIT, Procurement Contract Specialist
Subject: Sole Source Procurement; Request for AssetWorks Software Licenses and Module, Professional Services, Additional Parts, Application Hosting Services, NetworkFleet Services, and Hardware/Software Maintenance

The below information is provided in support of my Department requesting approval for a sole or single source. *(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.)*

1. **Supplier being requested:** AssetWorks
2. **Vendor ID:** 0000218251
3. **Single Source** **Sole Source**
(Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available)

(Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements)

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** *(If yes, please provide the approved sole or single source number).*

Yes **No**
SSJ# 13-430 and 13-430A

4a. **Was the request approved for a different project?**

Yes **No**

5. **Supply/Service being requested:**
AssetWorks software, Application Hosting Services, Hardware, Professional Services, and Hardware/Software Maintenance.

6. **Unique features of the supply/service being requested from this supplier.**
The requested features are to provide Riverside County departments a web-based access to the FleetFocus system to deliver the following services:



DAVE ROGERS
Chief Information Officer
JIM SMITH
Chief Technology Officer

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Technology Services Bureau

- *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.*

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

Upgrade the Fleet Services Fuel Controllers:

The current fueling controller hardware has reached its end of life and requires replacement. It is currently used at 13 fueling facilities operated by the Fleet Services. FuelFocus is the replacement system established as the County standard. The FuelFocus module integrates directly with the current fleet management system. The cost to Fleet Services for this upgrade is \$206,186.33, which covers all necessary parts and professional services.

Application Hosting Services:

The FleetFocus application is vital to the 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 annual is \$109,145 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.

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 \$206,257, with a 5 percent annual increase in subsequent years.

NetworkFleet Services:

With the installation of Automatic Vehicle Location "AVL" devices from AssetWorks, the departments are benefiting in several major categories, which include employee safety, motor pool management, telematics, and tracking vehicle assets. The use of this technology is commonplace in other organization with the focus on the management of their fleets for



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archiving cost saving. Cost saving comes in many forms that include employee ride sharing to reduce vehicle counts and usage, telematics data to ensure vehicle do not have costly premature failures, and fuel cost saving. Fleet Services is expecting the departments to request the installation of 600 new devices per year. The estimated annual cost for contracting with AssetWorks for NetworkFleet Services is \$258,408, with an estimated increase of \$159,840 in subsequent years.

Additional Parts:

Through the continued integration of FleetFocus technology by county departments, the need to purchase AssetWorks components also exists. A major component being purchased is Automatic Vehicle Location "AVL" Boxes, for installation in new and used county vehicles. AVL communicates vehicle numbers, location, mileage, hours of runtime, and engine codes to AssetWorks NetworkFleet services. 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 cost for these optional parts from AssetWorks, is estimated at \$150,000 annually.

Additional Software Licenses and Modules:

RCIT will be requested to purchase additional software licensing or modules to accommodate the enterprise user requests. These needs will come as enterprise user recommends the consolidate of like services into enterprise solutions, in this case, FleetFocus is the solution for managing and tracking fleet vehicles. The cost for these optional software licenses and modules from AssetWorks, is estimated at \$100,000 annually.

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, implementing new business processes, and the installation of Automatic Vehicle Location "AVL" technology. 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 cost for these option professional services from AssetWorks. is estimated at \$150,000 annually.

8. Period of Performance: From: July 1, 2018 to June 30, 2021
(total number of years)

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes



DAVE ROGERS
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9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY 18/19	FY 19/20	FY 20/21	Total
Ongoing Cost Yearly:				
Hosting Service - Fleet Services	\$109,146	\$112,420	\$115,792	\$337,358
FleetFocus Maintenance - Fleet Services	\$206,257	\$216,569	\$227,398	\$650,224
NetworkFleet AVL Services – All County Departments*	\$258,408	\$418,248	\$578,088	\$1,254,744
Total Ongoing Cost	\$573,811	\$747,237	\$921,278	\$2,242,326
One-time Cost:				
Fuel Controller Hardware Refresh - Fleet Services	\$209,187	\$0	\$0	\$209,187
Optional Cost:				
Additional Parts – All Enterprise Users	\$150,000	\$150,000	\$150,000	\$450,000
Additional Software Licenses & Modules – All Enterprise Users	\$100,000	\$100,000	\$100,000	\$300,000
Professional Services – All Enterprise Users	\$150,000	\$150,000	\$150,000	\$450,000
Total Optional Costs	\$400,000	\$400,000	\$400,000	\$1,200,000
TOTAL COSTS	\$1,182,998	\$1,147,237	\$1,321,278	\$3,651,513

10. Price Reasonableness:

Pricing is comparable to existing systems within the County and AssetWorks offers government pricing which is a discount of 50% off list cost for the Fuel Controllers.


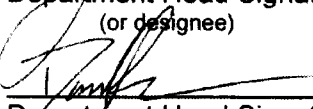


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11. Projected Board of Supervisor Date (if applicable): June 26, 2018

	Roger Weaver	<u>June 18, 2018</u>
Department Head Signature (or designee)	Print Name	Date
	Dave Rogers	<u>6-18-18</u>
Department Head Signature (or designee)	Print Name	Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Not to exceed:

One-time \$ _____

Annual Amount \$ _____ / per fiscal year through _____ (date)

(If Annual Amount Varies each FY)


FY 18/19: \$ 1,182,998

FY 19/20: \$ 1,147,237

FY 20/21: \$ 1,321,278

FY _____: \$ _____

FY _____: \$ _____

	<u>6/19/18</u>	<u>19-005</u>
Purchasing Agent	Date	Approval Number
(Reference on Purchasing Documents)		

SERVICE AGREEMENT

for

UPGRADE FLEETFOCUS FUEL MANAGEMENT SYSTEM

HARDWARE, SOFTWARE, MAINTENANCE, SUPPORT,

NETWORKFLEET, and HOSTING SERVICES

between

COUNTY OF RIVERSIDE

and

ASSETWORKS LLC.



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This Professional Service Agreement, made and entered into this 1st day of July 2018, by and between AssetWorks LLC., a Delaware limited liability company, with its principal place of business at 998 Old Eagle School Road, Suite 1215, Wayne, Pennsylvania 19087 (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 and products as outlined and specified in Exhibit A (Fuel Controllers for Fleet Services), Exhibit B (Billing Module), Exhibit C (KPI/Dashboard Module), Exhibit D (FleetFocus FA Maintenance and Support Renewal for Fleet Services, Waste Resource, and TLMA), Exhibit E (Hosting Renewal for Fleet Services, Waste Resource, and TLMA), Exhibits F (FleetFocus FA Maintenance and Support Renewal for Flood Control District), and Exhibit G (Hardware pricing on an as need basis).

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 deliver the services and hardware at the prices stated in stated in Exhibits A, B, C, D, E, F, and G, 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, 2018 through June 30, 2019, with a total of two (2) options to renew in one-year increments by written amendments, through June 30, 2021, 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 A, B, C, D, E, F, and G. Maximum annual

payments by COUNTY to CONTRACTOR shall not exceed one million one hundred eighty-two thousand nine hundred ninety-eight dollars (\$1,182,998), including all expenses. Unless this Agreement is amended for a change in scope and cost, 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 A, B, C, D, E, and F, COUNTY shall not be responsible for any other payment incurred by CONTRACTOR.

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:

Riverside County Information Technology
Attn: Accounts Payable
3450 14th Street, 4th Floor
Riverside, CA 92501

For TLMA Services:

Transportation and Land Management Agency
Attn: Accounts Payable
2950 Washington Street
Riverside, CA 92504

For Fleet Services:

Riverside County Purchasing and Fleet Services
Attn: Accounts Payable
2980 Washington Street
Riverside, CA 92504

For Waste Resources Management:

Riverside County Waste Resource Management
Attn: Account Payable
14310 Frederick Street
Moreno Valley, CA 92553

For Flood Control District:

Riverside County Flood Control and Water Conservation District
Attn: Account Payable
1995 Market Street
Riverside, CA 92501

- 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-92004-001-06/21; 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 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. §12101 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/John Nicklas

TLMA

2950 Washington Street
Riverside, CA 92504
Attn: Steve McFarland

Fleet Services

5293 Mission Blvd.
Jurupa Valley, CA 92509
Attn: Roger Weaver

CONTRACTOR

AssetWorks LLC.

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

Waste Resources

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

Riverside County Flood Control and Water Conservation District

Attn: Account Payable
1995 Market Street
Riverside, CA 92501
Attn: Jason Uhley

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.

20. Indemnification

20.1 CONTRACTOR shall indemnify 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 for claims of property damage, bodily injury, or death which arise directly from negligent acts or omissions of CONTRACTOR during the performance of this Agreement. CONTRACTOR shall defend the Indemnitees at its sole expense, including all costs, and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards), in any claim or action based upon such third party claims alleging negligent acts or omissions of CONTRACTOR, its officers, employees, subcontractors, agents or representatives resulting in property damage, bodily injury or death.

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 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. Professional Liability:

CONTRACTOR shall maintain professional liability insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's professional liability insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. Cyber Liability:

CONTRACTOR shall procure and maintain cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic

information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

F. 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 a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein. 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 cancellation of 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. 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 the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

6) 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.

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

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

9) 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 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

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 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 paid to CONTRACTOR during the preceding 12-month period, 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 limited liability company ("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.

24. Hosting Services:

24.1 Hosting Services Overview: 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 this Section. This section describes the services to be provided by CONTRACTOR ("Services"), the respective responsibilities of the parties and the service level objectives ("SLOs").

24.2 Services: CONTRACTOR will perform the services set forth in this Section. 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

24.3 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

24.4 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.

24.5 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.

24.6 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.

24.7 WARRANTY DISCLAIMER (HOSTING): 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.

24.8 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 Section 24.15.

24.9 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.

24.10 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.

24.11 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.

24.12 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.

24.13 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.

24.14 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.

24.15 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.

- a. 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.

24.16 - Service Level Objectives

- a. **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.

24.17 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 for the failure of any Availability measurements to meet the thresholds set forth above.

24.18 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.

a. Level Two DR includes, but is not limited to, the following:

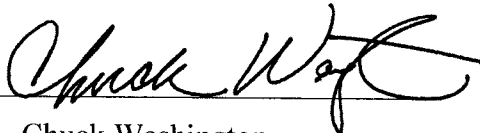
1. CONTRACTOR utilizes an offsite, secure facility to store the latest daily RMAN database backup files and file attachments.
2. CONTRACTOR utilizes a provider to have an off-site server standing ready to restore all backups.
3. In the event of an incident, the latest off-site database archives are transferred from the off-site secure facility to the DRS.
4. The FleetFocus application server software is maintained as 'current' in the DRS to be compatible with the working version in the Data Center.
5. 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.
6. Any attachments on the application server will be restored on the DRS application servers.
7. DNS (Disaster Network Services) changes would make the FleetFocus DRS application available through the customers URL.
8. RTO (Recovery Time Objective) is 3 days.
9. RPO (Recovery Period Objective) is one hour.

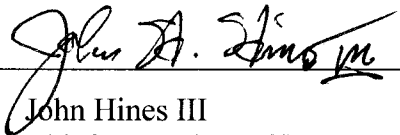
[Signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California.

AssetWorks LLC., a Delaware
Limited Liability Company.

By: 
Chuck Washington
Chairman, Board of Supervisors

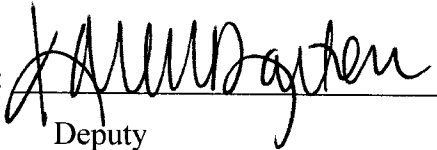
By: 
John Hines III
Chief Executive Officer

Dated: JUL 31 2018

Dated: 07/13/2018

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

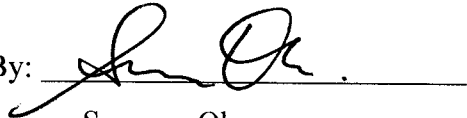
By: 
Susanna Oh
Deputy County Counsel

EXHIBIT A
FUEL CONTROLLERS and PAYMENT PROVISIONS - FLEET SERVICES

DESCRIPTION	QTY	UNIT COST	EXTENDED COST
License:			
First Data Credit Card Module License	21	\$2,495.00	\$52,395.00
Maintenance:			
Software Maintenance – 12 months	1	\$10,479.00	\$10,479.00
Fuel Hardware:			
Windows 7 Upgrade - 2 Hose Wireless HID	13	\$4,284.90	\$55,703.70
Windows 7 ICU Upgrade - 4 Hose HID	3	\$4,584.90	\$13,754.70
Windows 7 ICU Upgrade - 8 Hose Wireless HID	8	\$4,884.90	\$39,079.20
Fuel Shipping Costs	1	\$3,000.00	\$3,000.00
Front Panel Option - Mag Card	21	\$252.13	\$5,294.73
New ICU Custom Prompts - Win7	1	\$600.00	\$600.00
Remote FuelFocus Site Startup Services of new Island Controllers	1	\$9,840.00	\$9,840.00
Hardware Installation Services - 2 Days onsite for training of Riverside County technicians	1	\$3,280.00	\$3,280.00
First Data Module Installation, Configuration & Testing	1	\$12,300.00	\$12,300.00
Project Management Services	1	\$2,460.00	\$2,460.00
Travel Costs	1	\$1,000.00	\$1,000.00
	TOTAL		\$209,186.33

- A1.** All training sessions will use standard application training materials.
- A2.** This Agreement does not include any tailoring or customization of the GUI.
- A3. Additional Travel Expenses:** Travel cost 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>

A4. – Return Policy:

a. COUNTY will inspect all orders upon receipt. CONTRACTOR may be contacted via email 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 delivery 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.

EXHIBIT B

BILLING MODULE and PAYMENT PROVISIONS – FLEET SERVICES

DESCRIPTION	QTY	UNIT COST	EXTENDED COST
License:			
Billing Module License	5,500	\$1.90	\$10,450.00
Maintenance:			
Software Maintenance – 12 months	1	\$2,090.00	\$2,090.00
Services:			
Project Management Services	1	\$2,460.00	\$2,460.00
Software Installation	1	\$820.00	\$820.00
System Setup Services	1	\$3,280.00	\$3,280.00
System Design Services	1	\$2,460.00	\$2,460.00
Testing Services	1	\$6,560.00	\$6,560.00
Training Services	1	\$1,640.00	\$1,640.00
Go Live Support Services	1	\$1,640.00	\$1,640.00
Travel Costs	1	\$1,000.00	\$1,000.00
	TOTAL		\$32,400.00

EXHIBIT C**KPI/DASHBOARDS MODULE and PAYMENT PROVISIONS – FLEET SERVICES**

DESCRIPTION	QTY	UNIT COST	EXTENDED COST
License:			
KPI/Dashboards Module License	5,500	\$1.90	\$10,450.00
Maintenance:			
Software Maintenance – 12 months	1	\$2,090.00	\$2,090.00
Services:			
Project Management Services - Remote	1	\$410.00	\$410.00
Software Installation - Remote	1	\$410.00	\$410.00
System Design Services - Remote	1	\$1,640.00	\$1,640.00
Training Services – Remote Via WebEx	1	\$820.00	\$820.00
	TOTAL		\$15,820.00

EXHIBIT D**FLEETFOCUS FA MAINTENANCE AND SUPPORT RENEWAL – FLEET, WASTE, and TLMA****D1. Annual Software Maintenance and Support for period 7/1/2018 - 6/30/2019**

DESCRIPTION	EXTENDED COST
FleetFocus FA license for up to 5,500 active equipment units Including Bar Code, Call Center, Equipment Planning, Labor Capture, Production Planning, Query, Replacement Modeling, Service Level Agreements, and Shop Scheduling	\$72,739.37
Motor Pool module	\$10,911.78
Reporting module	\$5,023.25
Reservations module	\$9,522.29
Crystal Reports Embedded	\$751.30
KeyValet, Notifications, and Telematics modules	\$5,164.11
MobileFocus for 1 device	\$239.24
Customer Access module	\$2,304.21
Enterprise Portal	\$2,304.21
Shop Activity	\$4,608.44
FuelFocus software, 25 ICUs	\$12,701.90
FuelFocus hardware, 25 ICUs	\$24,995.88
FuelFocus software, 1 ICU at Waste Management	\$652.68
FuelFocus hardware, 1 ICU at Waste Management	\$973.51
FuelFocus software, 12 ICUs at TLMA	\$6,767.15
FuelFocus hardware, 12 ICUs at TLMA	\$27,743.68
TOTAL	\$187,403.00

D2. Includes product updates and enhancements, unlimited email and telephone support, and covered replacement parts with core exchange for 12 months.

EXHIBIT E**HOSTING RENEWAL – FLEET, WASTE, and TLMA****E1. FleetFocus FA Application Hosting Renewal
Annual Hosting for period 7/1/2018 - 6/30/2019**

DESCRIPTION	EXTENDED COST
FleetFocus FA	\$71,379.00
Web Reports server	\$6,489.00
FuelFocus	\$24,009.30
MobileFocus	\$129.78
KeyValet	\$648.90
Level Two Disaster Recovery	\$6,489.00
TOTAL	\$109,144.98

EXHIBIT F

FLEETFOCUS FA MAINTENANCE AND SUPPORT RENEWAL – FLOOD CONTROL

F1. Annual Software Maintenance and Support for period 7/1/2018 - 6/30/2019

DESCRIPTION	EXTENDED COST
FleetFocus FA license for up to 500 active equipment units Including Bar Code, Call Center, Crystal Reports Embedded, Equipment Planning, Labor Capture, Maxqueue, MobileFocus for 1 device, Notifications, Production Planning, Query, Replacement Modeling, Service Level Agreements, and Shop Scheduling	\$14,522.79
FuelFocus software	\$1,604.31
FuelFocus hardware	\$2,726.21
TOTAL	\$18,853.31

F2. Includes product updates and enhancements, unlimited email and telephone support, and covered replacement parts with core exchange for 12 months.

Exhibit G
HARDWARE PRICING

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

PART NUMBER	DESCRIPTION	PRICE
ACC-WR-62	RFC 2500 Power Cable	\$27.72
ASS-20-56A-110	4 Channels Electric Board	\$471.80
ASS-20-79A	8 Channel Junction Board	\$514.69
RKT-2500-F 08	For XP ICU - No HID and No MAG	\$5,905.9
RKT-2500-F-08H	for XP ICU	\$6,558.55
RKT-2500-F-08M	for XP ICU	\$6,412.81
RKT-2500-F-08MH	for XP ICU	\$7,034.10
RPS-2500-1205	ICU Power Supply (old)	\$285.23
FPKEYSS	Indala Key Fobs - Minimum 100 pieces	\$7.28
G7L-2A-TJ-CB-P7LF-06	Relay and base	\$63.00
ACC-CB-B91	PC to Programmer Cable (Flash Tool)	\$73.53
ACC-WR-30	Display flat cable for RFC 2500	\$9.64
ACC-WR-47	BYPASS CARD CABLE TO ISB CARD	\$12.53
ACC-WR-48	Channel Card Cable D-Type	\$16.87
ACC-WR-99	Net/Tech Cable to PC5895 For Mobile RFC 1500/2500 (order with CON0532)	\$20.10
ASS-22-35B	Limited Quantities	\$140.8
CON0532	Adapter Female-Female RJ45 Shield Panel Mounting (order with ACC-WR-99)	\$26.14
DDA2-LT-01	DDALite	\$730.08
RKT-RJ45-01	Network Port for Pedestal	\$208.88
BN72476	Replaces p/n BN25920-Ultrabeam	\$753.30
ACC-CB-B47	MPA2 Bypass Cable	\$51.92
ACC-CB-B48	MPA2 Communication Cable to DDA2	\$20.77
ACC-CB-B88	MPA2 to DDA2 DC Cable	\$17.31
ACC-CB-B89	MPA2 Programming Cable	\$20.77
ACC-WR-111A	Cable for 4 Lines Graphic Display for 2500	\$45.24
ACC-WR-41	Electric Card Cable to Terminal Channel 1-4	\$81.34
ACC-WR-41A	Electric Card Cable to Terminal Channel 5-8	\$71.39
ACC-WR-41B	Electric Card Cable to Terminal Channel 9-12	\$71.39
ACC-WR-41C	Electric Card Cable to Terminal Channel 13-16	\$71.39
ACC-WR-45	Pump Card Cable to ISB 8 Channel Card	\$8.13
ACC-WR-45A	Flat Cable D-TYPE 9PIN L=50 cm	\$18.24
ACC-WR-46	Pump Card Cable to ISB Channel 8 Card	\$15.58
ACC-WR-65	Power Cable Between 2 Electric Cards for RFC2500	\$34.61
ACC-WR-89	2 Lines Display Flat Cable for RFC2500	\$28.23
ACC-WR-92	USB Cable for 2500 Controller	\$41.60
ASS-22-78B-SET	Panel Board	\$1,436.84
ASS-FD-4G-P2	PART IS END OF LIFE & WE HAVE LOW STOCK. REPLACEMENT PART IS ASS-FD-8G-P4. RETURNS NOT ACCEPTED.	\$290.54

ASS-FD-4G-P4	PART IS END OF LIFE & WE HAVE LOW STOCK. REPLACEMENT PART IS ASS-FD-8G-P4	\$290.54
ASS-FD-8G-P9	Replaced part number ASS-FD-8G-P4	\$429.00
CPU-2500-5895	OUT OF STOCK, PLEASE CONTACT FUEL SUPPORT FOR UPGRADE OPTIONS	\$1,233.12
CPU-2500-9455	END OF LIFE - LIMITED QUANTITIES OF REFURBISHED BOARDS. PLEASE ORDER P/N CPU-2500-BT05-SET AS REPLACEMENT.	\$917.13
SET-22-81	Pump Board	\$1,822.86
2500-08-HEAD	ICU EMPTY HEAD WITHOUT FRONT DOOR	\$637.73
2500-08-ADA-PDSTL	8 HOSE PEDESTAL-INCLUDES INSIDE PARTS	\$1074.06
2500-UG-02	WIN XP ONLY	\$962.54
2500-UG-03	ICU UPGRADE KIT 12 HOSE TO 16 HOSE	\$1,051.66
2500-UG-WAF	WAF Upgrade Kit for RFC2500	\$6,853.02
2500-UP-BT05-08	Please email Fuelsales@assetworks.com for a quote.	\$3,800.00
2500-UG-KT	Printer Upgrade Kit with door (after sale)	\$1,672.00
ACC-KB-16	Metal Keypad	\$321.68
CYL0010	Panel Door Lock	\$71.30
CYL0040	Printer Lock	\$12.11
GNR-0278	Printer Lock and Key	\$12.00
LCK-01-00	Head Lock for ICU and keys	\$68.56
MTL-2500-8/55	Housing for MAG card reader	\$26.91
RDR-AWID-01	AWID Reader Option	\$428.91
RDR-HI-01	HID Proximity Reader	\$428.91
RDR-MG-00	Magnetic Card Reader	\$278.79
Receipt Printer Option	Receipt Printer Option	\$1.08
RFC-DS-00	Two Line LCD Display	\$64.27
RFC-DS-03	Graphic 4 Line LCD Display	\$163.07
RID-TR-50E701	Nozzle Transponder for LNG (50E 701)	\$216.00
RID-TR-CNG	Nozzle Transponder for CNG CT5000	\$345.00
RID-TR-CT1000	Nozzle Transponder for CNG CT1000	\$395.52
RID-TR-NGV-K	TRANSPONDER NOT INCLUDED	\$60.32
RID-TR-PRPN	Nozzle Transponder for Propane	\$263.19
RID-TR-UNVRSL	Universal Nozzle Transponder Extended Range	\$252.48
RID-TR-UNVRSL-6	FOR EXTREME TEMPERATURES ONLY	\$347.58
RID-TR-WTN	Nozzle Transponder for Wheaton Transit	\$226.78
RNA-01-03U	N-Ring L type (2-7/8)	\$21.75
RNA-DSH-01	PART NUMBER CHANGING TO RNA-DSH-02	\$27.88
RVC-01-57U	THIS SIZE RING NO LONGER MANUFACTURED	\$21.75
RVC-01-65U	THIS SIZE RING NO LONGER MANUFACTURED	\$21.75
RVC-01-70U	THIS SIZE RING BEING DISCONTINUED, LIMITED STOCK AVAILABLE	\$21.75
RVC-01-80U	T-Ring 3.0 (R-80UL)	\$21.75
RVC-01-90U	T-Ring 3.6	\$21.75
RVC-01-A0U	T-Ring 3-13/16 (R-100UL)	\$21.75
RVC-01-A1U	T-Ring 4-3/16 (R-110UL)	\$21.75

RVC-01-B5U	T-Ring 4-13/16 (R-125UL)	\$21.75
RVC-03-25U	T-Ring 2.5 2-5/15 (X-2.5UL)	\$21.75
RVC-03-45AU	T-Ring 4.8	\$21.75
RVC-03-45BU	T-Ring OVAL (X-4.5B)	\$21.75
RVC-ANT-KIT	Fuel inlet antenna kit	\$296.03
RVS-01-65U	VEHICLE COIL 2.6" (S-65U) Slim	\$21.75
RVS-01-70U	Slim Coils 2.8" (S-70U) Slim	\$21.75
RVS-01-75U	Vehicle Coil 3" (S-75U) Slim	\$21.75
B-5935	Twinax Cable	\$34.02
ACC-CB-B90	PROGRAMMER TO VIB CABLE (Flash Tool)	\$40.74
KBX-MT-BT	Battery Replacement for VIB Programmer	\$82.40
PRG-ID-01-SET-110	VIB FLASH TOOL	\$265.50
CUS-MMU0092	J1939 9-Pin Easy Connect Heavy Duty Cable	\$64.85
2886L	Shielded Installation Cable - 500 ft Coil	\$95.00
CUS-MMU003	OBDII Connector Cable	\$40.56
KBX2-AMPN-ECXX-ALNX	CUSTOM PROGRAMMED - CANNOT BE SHIPPED OVERNIGHT	\$1,457.07
KIT-STR-01	RF Starter Kit (testers, FIA kit, 2 flash tools)	\$1,998.60
RID-04-55RF5	This product is not returnable for exchange or credit since this item is no longer in production.	\$195.00
RID-56-TST	Light Duty test Box	\$187.46
RID-M9A-GEN	MUST BE FLASHED DURING INSTALLATION	\$253.03
RID-M9A-J17	J1708 VIB (RM915)-SKR2	\$253.03
RID-M9A-PUL	PULSE VIB (RM916)	\$253.03
RGT-RDR-01-SET	RFU - includes power supply and ribbon cable	\$211.88
WAF-CMR-915-MAX-SET	SET WAF (Camera) Box RFU-915MHz Assembly	\$704.00
ACC-WR-59A	Mouse Key Board Cable to RFC 2500 & Mobile Controller	\$47.19
ACC-WR-91	On & off cable/switch for Mobile ICU	\$38.93
ANT002	Antenna - Rubber Duck Swivel (2.4GHz)	\$37.85
ASS-21-11C	2 Channel Electric board - Mobile Controller	\$321.36
ASS-22-02A	RFC2500 Panel Card Assembly SMT + TH for XP Mobile Controller	\$994.95
ASS-22-78B	For Mobile Controller	\$1,179.20
ASS-FD-4G-P3-MBL	4G Flash Disk - WinXP - .NET2 - Mobile ICU	\$302.16
ASS-FD-8G-P4-MBL	8G Flash Disk - WIN7 - Mobile ICU	\$418.50
ETG0698	12V Charge Battery for mobile unit	\$132.80
MOD0092	CPU Board AMD Geode(TM) LX Series Processor for XP Mobile Controller	\$1,033.77
MOD0334	For WIN7 Mobile Controller or RFC1350 ICU	\$1,233.12
MOD0326	Wireless Mini PCI Module (WiFi board) for XP MFC	\$320.00
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	\$2,116.47
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

HD-1326LSSMV	Please specify facility code and start number in the notes section of the cart at checkout. Custom programmed, please allow up to 2 weeks for delivery.	\$4.46
2500-HIT-02	UK Heater Set	\$413.05
2500-HIT-01	Heater Set	\$413.05
ACC-CB-B58 (GNR0160)	Power Filter	\$10.71
ACC-RS-02A	Programmer to PC Cable	\$61.70
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-31	KEYBOARD FLAT CABLE-RFC2500	\$6.43
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-60	RFC2500 CABLE FOR MONITOR	\$46.35
ACC-WR-62A	RFC Power Cable 12-16 Hose	\$26.66
ACC-WR-64	PWR CABLE-ELEC CARD-RFC2500	\$18.79
ACC-WR-84	Net/Tech Cable for CPU 5895(new style board)	\$43.80
ACC-WR-B4B	Card Reader Cable	\$8.37
ASS-21-89A	Printer Receipt Board	\$354.30
ASS-22-06A	Dispenser Bypass Card	\$60.05
ASS-70-82	4 Channel Junction Board	\$224.74
ASS-PS-19	Power Supply for DDAlite	\$57.60
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
CONN0205	ICU Connectors	\$56.00
CYL0010-KY	ICU Key for head lock (one key)	\$25.12
CYL0022-KY	ICU Key for pedestal (one key)	\$25.03
CYL0022	Pedestal Door Lock	\$115.36
GNR-0094	USB to RS232 (9 pin) Adapter	\$58.70
GNR-0250	USB to COM 5 & 6 Connections	\$42.85
HD-1346	Please specify facility code and start number in the notes section of the cart at checkout. Custom programmed, please allow up to 2 weeks for delivery.	\$7.80
KIT-NET-01	ICU Network Outlets	\$195.00
MEM-1G0-5895	1G Memory Stick for CPU-2500-5895	\$109.56
MOD0005	Dallas Key Reader	\$102.40
MOD0007	GPRS/GSM Modem	\$843.20
MOD0019	For Mobile Controller	\$138.44
MOD0048	For XP ICU	\$777.96

MPA2-02-01	For RFC1350 2-hose ICU	\$469.87
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-PZ1-015	Adapter plate for upgrading front panel board	\$26.78
PWR0006	AC/DC 1.5A 18W out 110-240V/12VDC Switch Adaptor	\$78.39
RKT-PS-BX-110	for XP ICU	\$122.25
RKT-PS-BX-01	Power Supply & Line Filter Set Box for RFC-2500 WIN7 ICU	\$411.84
RPC-RF-06	WAF Antenna - High Power w/o mast	\$824.82
BN61394	for use with BN72476 Banner Sensor	\$70.95
BN32723	for use with BN72476 Banner Sensor	\$13.50
ACC-WR-88	Keypad Cable	\$44.55
MOD0330	Wireless Mini PCI Module (WiFi board) for WIN7 MFC (old CPU)	\$308.00
RID-TR-UNVRSL-K	TRANSPONDER NOT INCLUDED	\$35.00
ACC-WR-132	Cable for MPA3 to Panel Board for MFC	\$30.38
PLS-TRNS-SET	DOES NOT INCLUDE ACTUAL TRANSPONDER	\$33.00
MEM-2G0-9455	2G memory for CPU 9455 Win 7 (RAM)	\$168.00
HD-1391-FF	Minimum order quantity of 100. Please specify facility code and start number in the notes section of the cart at checkout.	\$6.00
POS-STOP	POS DOOR STOPPER CABLE	\$13.02
RDR-6081	Desktop HID Reader for 26 Bit Weigand Format fobs, cards & tags	\$217.49
RPC-GP-02	FOR XP OR WIN7 MOBILE UNIT	\$817.43
RKT-2500-08MH-G	For WIN7 ICU	\$6,566.56
RKT-2500-F-08H-G-J	For WIN7 ICU	\$6,306.30
RKT-2500-F-08MG-G	For WIN7 ICU	\$6,566.56
ACC-WR-122	Extension cable from the panel board to HID reader	\$21.45
RID-TR-PRPN-K	DOES NOT INCLUDE NOZZLE TRANSPONDER	\$60.32
MOD0017	Win7 ICU	\$777.96
CUS-MMU0092G	Limited Quantities	\$76.50
2500-MST-ADA-SET	ADA Approved Height	\$428.91
GC02000CN00	CMOS Battery with Connector - Win7	\$6.60
PDSTL-UG-0812	Pedestal Upgrade Kit, 8 Hose to 12 Hose	\$52.80
CON0654	3 Conductor Term Block DIN35 Rail Set	\$29.37
TST-1708-1939-SET	ID BOX J1708/J1939 TESTER SET	\$800.00
MTL-2500-8/22	Head + Cover for RFC2500 8-Pump	\$497.90
MTL-2500-PNL-AW-MH8-G	ICU Empty Front Panel Door	\$292.50
RKT-2500-F-08-G-J	For WIN7 ICU - NO READER	\$5,721.34
SS1-ST	SS1 Surge Suppressor / Power Line Filter	\$184.39
CON0515	Conn X-COM 4 Pole Angled Female Plug 500v 9mm	\$12.38
ACC-WR-125	For either XP or Win7	\$12.80
2500-UG-02A	For Win7 Only	\$962.54
PROXKT	AWID Key Fob	\$6.92

CPU-2500-BT05-SET	REPLACES CPU-2500-9455 & INCLUDES 16G FLASH DISK & INSTALLATION ASSISTANCE	\$2,214.25
2500-UG-0204	ICU2500 Upgrade Kit from 2 Hose to 4 Hose	\$2,425.50
ASS-22-94B	Uses cable ACC-WR-155	\$221.10
ASS-22-94B	For Universal Programmer	\$59.33
ASS-CFST-16G-P5	Win7 ICU	\$429.00
ACC-WR-155	For use with ASS-22-94B RFU Board	\$4.95
PLS-GRF-02	Display Screen Cover	\$19.31
CPU-2500-BT05	16G Flash Disk Not Included	\$1,233.12
RVC-01-75U	T-Ring 3.00" (R-75U)	\$21.75
RPC-RF-14	VDC Only	\$660.00
WIFI-BT05-KIT-01	Win7 MFC with BT05 CPU board	\$363.00
RVC-02-60U	T-Ring 2.36" R-60U	\$21.75