

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made as of this ____ day of ____, 2019 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and AssetWorks LLC, Wayne, Pennsylvania (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 167-0378-P(RG) (“RFP”) for, Automated Fuel Dispensing and Accounting System, Implementation and Maintenance services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”), Exhibit F (“Software License Agreement and Related Hardware Purchase), and Exhibit G (“Software Maintenance Agreement”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

F. “Go-Live” means the date on which a Licensed Software Component or the entire Automated Fuel Dispensing and Accounting System, as the case may be, has entered Operational Use. The Go-Live tasks are further described in the Statement of Work.

G. “Exhibits” shall include the following:

1. Exhibit A – Statement of Work (Project Implementation)
2. Exhibit B – Insurance Requirements

3. Exhibit C – Payment Schedule
4. Exhibit D – Payment/ Invoices
5. Exhibit E – Dispute Resolution for Pinellas County Board of County Commissioners in Matter of Invoice Payments.
6. Exhibit F – Software License Agreement and Related Hardware Purchase
7. Exhibit G – Software Maintenance Agreement

2. Conditions Precedent. This Agreement, and the Parties’ rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Contract Administrator or designee.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services (“Additional Services”), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor’s progress and performance of this Agreement.

4. Term of Agreement.

The term of this Agreement shall commence on the Effective Date and shall remain in full force as follows:

- a) Implementation services shall be completed within thirty-two (32) weeks from Notice to Proceed as stated on Exhibit A, unless otherwise indicated.
- b) Maintenance Services shall commence upon Go-Live and continue for a five (5) year period, as provided on Exhibit G, which is attached hereto and incorporated herein by reference. This Master Services Agreement will remain in effect until the final date that any of the subordinate agreements included in this Agreement is in effect.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 (“Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the annual not-to-exceed sum of \$ 719,195.86, for Services completed and accepted as provided in Section 15 herein if applicable, for deliverables received and accepted at the rates, as set out in Exhibit C, payable upon submittal of an invoice as required herein.

C. Travel Expenses.

The County shall reimburse the Contractor the sum of not-to-exceed \$10,000.00 for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or County Travel Policy, and as approved in writing in advance by the Contract Administrator or designee.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted in accordance with Exhibits C and D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); (iii) the County breaches the end user license terms or (iv) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County’s obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, brought by a third party on account of any injuries or damages received or sustained for personal injury, death, or damage to tangible property arising from negligent acts or omissions of Contractor during the performance of this Agreement; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County .
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.
- E. **Contractor's Liability.** In the event of any claim brought against Contractor, Contractor will be liable only for actual, direct losses or damages incurred. Contractor's total liability to County for any and all damages whatsoever arising out of or in any way related to this Contract from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the total contract value..
- F. **Direct Damages.** Irrespective of the basis or theory of the claim, neither party will be liable for any special, punitive, exemplary, economic, 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.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Contract Administrator or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If the County has not notified the Contractor within ten (10) calendar days of acceptance or rejection of the deliverable, the deliverable shall be deemed to be accepted. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment. This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20, 23, and any other which by their nature would survive termination for the applicable statute of limitations period.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Manager
Pinellas County Fleet Management Division
9685 Ulmerton Road
Largo, FL

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

For Contractor:

Attn: General Manager
AssetWorks LLC
998 Old Eagle School Road, Suite 1215
Wayne, PA 19087

with a copy to:
Legal Department
AssetWorks LLC
998 Old Eagle School Road, Suite 1215
Wayne, PA 19087

19. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions; and during the term of this Agreement.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the “Work Product”) shall not be deemed work for hire under copyright law and all intellectual property and other laws. The Contractor shall retain sole and exclusive ownership to the Work Product, unless otherwise agreed in writing. Both parties retain ownership of their respective pre-existing intellectual property. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written. It is expressly agreed that if the County issues a purchase order or other document for the services provided under this Agreement, such instrument will be deemed for the County’s internal use only, and any provisions contained therein shall have no effect whatsoever upon this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its Board of County Commissioners

By: _____

AssetWorks LLC

Contractor

By: Gordon Smith
Signature

Print Name: Gordon Smith

Title: Portfolio Manager

ATTEST:

Ken Burke,

Clerk of the Circuit Court

By: _____
Deputy Clerk

APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney

EXHIBIT A: STATEMENT OF WORK (PROJECT IMPLEMENTATION)



STATEMENT OF WORK

Pinellas County



FuelFocus™ Fuel Management System

October 24, 2018

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Introduction

AssetWorks is pleased to partner with the Pinellas County to implement AssetWorks' FuelFocus™ fuel management application and hardware. This Statement of Work identifies the tasks required for the implementation of FuelFocus™ and is based on AssetWorks' current understanding of the Pinellas County requirements and AssetWorks' previous experience with similar engagements. The services provided under this Statement of Work include project management, hardware terminations, start up, testing, and training.

All professional project management and training services described in this Statement of Work are provided on a **fixed cost** basis by AssetWorks to Pinellas County. Task budgets are developed based on AssetWorks' current knowledge of Pinellas County's expressed requirements and experience with similar AssetWorks implementations and as per line item quotation provided. AssetWorks Professional Services resources are scheduled on a first come-first served basis. Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and Pinellas County will discuss these changes in good faith at their earliest opportunity.

AssetWorks will commence the project upon receiving a signed Professional Services Agreement, a registered contract or purchase order, and official notice to proceed with the project. This Statement of Work will be referenced in the overall FuelFocus Implementation contract and follow the document precedence agreed to in the master contract.

The following summary generally describes the services that the AssetWorks Professional Services team will deliver to insure a successful implementation of the FuelFocus application.

Project Management and Administration – AssetWorks will assign a Project Manager to assist Pinellas County with the implementation of FuelFocus™, including conducting a project Kick-Off Meeting; developing and managing the implementation schedule; managing AssetWorks resources and deliverables; conducting regular progress meetings; and providing regular project status reports.

Fuel Island Controller Installation- AssetWorks or AssetWorks contractor Adams Tank & Lift will terminate, start up and test the fuel island controllers (ICU) at each of the Pinellas County fuel locations. AssetWorks will connect the controllers, work with Pinellas County on the setup and configuration of each controller and certify each controller is ready for service.

Fuel System Configuration and Training –AssetWorks will provide training on the setup and use of the integrated FuelFocus system. This will include how to setup the support data tables for the islands, fuel tanks, and vehicles; fuel inventory management, including ordering and reconciliation; and processing fuel transactions. AssetWorks will consult with Pinellas County during the configuration process and help to test the configuration once completed.

Fuel Island Deployment – AssetWorks will provide support during the deployment of the fuel island controllers to troubleshoot any hardware and software issues.

Business Intelligence Support - AssetWorks will provide support to Pinellas County with implementing the various standard reports available in FuelFocus.

Documentation – AssetWorks will provide Pinellas County with our standard documentation and training aides. Pinellas County will be responsible for customizing standard AssetWorks documentation to be used as training guides for Pinellas County users. AssetWorks will review completed documentation to insure the edited documents correctly support the application.



Implementation Work Plan

The following WBS tasks represent those services necessary to minimally implement FuelFocus™ at a client location. These services include the installation of the FuelFocus™ application and database; project management services; basic training services; and master record data conversion. The proposed project plan assumes that AssetWorks will provide instruction and direction to Pinellas County during the implementation with Pinellas County Project Team responsible for conducting most of the task work.

WBS 1.0 Project Start-Up

AssetWorks will commence the project upon receipt of an official notice to proceed.

This initial project phase is about getting the project underway by scheduling a Project Start-Up conference call. AssetWorks will initiate the Project Start-Up conference call with Pinellas County's designated Project Manager to discuss how to proceed with the implementation. Key points for this initial call include:

- Introducing key members of the AssetWorks and Pinellas County project teams.
- Scheduling of the Project Kickoff meeting.
- Reviewing key project deliverables, terms, and conditions.
- Distributing the FuelFocus™ Implementation Questionnaire.
- Forming the core team.

Pinellas County will appoint a Project Manager, who will lead the overall Pinellas County project team and be responsible for the Pinellas County personnel and resources on the project. AssetWorks recommends a System Administrator be designated who will be responsible for the configuration, implementation, and administration of the FuelFocus application and server as the primary technical contact during the implementation.

AssetWorks recommends Pinellas County appoint a core project team for the project implementation with Subject Matter Experts (SME) from each operational area of Pinellas County's business. The SME will serve as the functional lead and Key-Users for their business area and will have responsibility for leading discussions and making decisions regarding the implementation and configuration of the functionality relevant to their operation. The core group representatives should have complete knowledge and familiarity with Pinellas County's operations and objectives, and will form the majority of the roll-out team later in the project.

Project Kick-Off Meeting

The Project Kick-Off Meeting is devoted to the core project team (described in detail in a later section) that is responsible for the decision-making with regard to the FuelFocus™ system. The meeting will be orientation training for the Pinellas County project team. After completing this session, the project team will have an understanding of the implementation process and will be prepared to start collecting the data required to setup and configure the system.

This meeting is typically held on a conference call and includes discussion and review of the following topics:

- Project plan tasks and timeline,



- System Implementation Steps
- Assignment of customer responsible tasks,
- Preliminary review of the Implementation Questionnaire,
- Contract deliverables
- Installation of CAT5 or other network solution where needed
- Change management procedures,
- The data loading process, and
- Orientation on the FuelFocus™ system.

Based on discussions during the Kick-off Meeting, the AssetWorks Project Manager will revise the project plan and assign AssetWorks and Pinellas County project resources to various tasks in the plan. Following the Kick-off Meeting, an updated project schedule will be delivered to Pinellas County by AssetWorks.

Pinellas County will assist in facilitating this session. Pinellas County will provide a suitable meeting facility, with a projector and will be responsible for inviting attendees. AssetWorks will supply the Pinellas County with soft copies of the orientation materials, which will include presentation materials outlining the project objectives and product information. Pinellas County will be responsible for producing and distributing any hard copies of orientation materials.

FuelFocus Submittals

AssetWorks will also deliver to Pinellas County all required submittals for its review as outlined in the contract. Among the documents to be submitted will include the FuelFocus technical documentation, product brochures, product specifications and other documents describing the FuelFocus hardware and related products that will be delivered to Pinellas County as part of this project.

Deliverable for Project Start-Up

- Facilitate Project Kick-Off and Orientation Meeting.
- Soft copy of Kick-Off meeting and orientation materials.
- Updated Project Plan.
- FuelFocus submittals



WBS 2.0 Project Management and Oversight Services

AssetWorks will provide project management and oversight services to execute the project plan. The AssetWorks project manager will coordinate all AssetWorks project activities. AssetWorks will provide the following project management services:

- Coordination of project resources and work so that milestones are met in an efficient manner; tasks will be designed so as to reasonably minimize implementation time and cost while taking into consideration resource and time constraints such as Pinellas County staff availability;
- Follow-up on action items and issues;
- Work with Pinellas County to manage risks throughout the project
- Serve as the main point of contact for Pinellas County project manager;
- Provide regularly scheduled updates to the work plan and project budget.

The AssetWorks Project Manager will ensure that sufficient resources are available to implement the system in accordance with the project requirements. The AssetWorks Project Manager will monitor the project resources to ensure quality delivery of services and that the deliverables are completed in accordance with the project requirements. The Project Manager will also be responsible for preparing periodic billings in accordance with the payment terms laid out in the License and Professional Services agreements.

AssetWorks will assign a Professional Services Manager and senior-level Program Manager to provide additional subject matter expertise, monitor the project resources and budget, and ensure quality delivery of services. While the Project Manager is the primary contact, the Professional Services Manager is Pinellas County's first escalation point for any issues arising during the project, while the Program Manager will provide executive level communication and support.

Deliverable for Project Management Services

- Relevant Project Status Meetings and Reports
- Management of action items, issues and risks
- Facilitation of status meetings



WBS 3.0 Installation Services

Data Center Hardware Acquisition and Installation

Pinellas County controls its infrastructure and technology. AssetWorks will provide a System Requirements document detailing the recommended hardware requirements, database sizing guide and configurations to successfully deploy the FuelFocus™ application.

AssetWorks is not responsible for the purchase and installation of hardware or database software. AssetWorks will not be responsible for any construction or communications infrastructure. AssetWorks will not install any servers or other hardware.

Prior to scheduling the FuelFocus™ installation, the AssetWorks Project Manager will review with Pinellas County's Project Manager that the required hardware is available and configured on Pinellas County's network. The AssetWorks Installation Engineer will contact the appropriate Pinellas County technical staff *prior* to the schedule installation date to verify that technical environment is prepared. During that call, a pre-installation configuration questionnaire will be completed by the AssetWorks Installation Engineer.

Deliverable for Hardware Acquisition

- System Requirements and Sizing Guide

FuelFocus Software Installation

Once Pinellas County's environment is ready for the installation, the Project Manager will schedule the AssetWorks Technical Support Engineer into the appropriate Pinellas County location. They will complete the following software installation tasks:

The software installation will include installation of two FuelFocus™ environments to be used during the project lifecycle: Production and Test. The Test environment provides an alternative to production for testing data conversions, interfaces, and software upgrades. The Application and Test application environments must be installed on separate servers as the business components in the two environments can vary. A single Batch and Reports Server will be installed, but will contain separate file structures for test and production reports and batch programs. AssetWorks will also install test and production database schemas into two separate installed database instances. License keys for FuelFocus™ and all licensed optional modules will be installed by AssetWorks activating the application. Once completed, the Technical Support Engineer will publish a URL for each environment deploying the application.

The AssetWorks Technical Support Engineer will complete an Installation Worksheet form that documents the installation for later use in support troubleshooting. The Technical Support Engineer will also complete a basic installation test plan to insure the system is correctly installed and functionality. This test will serve as certification that the application is installed and ready for use by Pinellas County.

An installation software CD, a copy of any third-party software provided by AssetWorks, and a copy of the completed Installation Guide will be provided to Pinellas County during the installation process.

During the installation, the Technical Support Engineer will provide on-going training with Pinellas County technical staff and FuelFocus System Administrator to review the installation, and basic application maintenance and



upgrade procedures. At the conclusion of the installation the Technical Support Engineer will review the installation process with Pinellas County engineers and administrators.

The entire installation session is typically two to four hours in duration depending on the complexity of Pinellas County's network and security policies and network/application management procedures. Pinellas County's technical resources from its network administration, security/firewall, database administration, and web-services areas should be available, or on-call, as needed during the installation period.

Deliverable for Software Installation Services

- Installation of FuelFocus software and database schemas in a test and production environment
- Certification of the application installation by AssetWorks.

Pinellas County is responsible for all deliverables not specifically included above.

FuelFocus Hardware Installation

Hardware Procurement and Delivery

AssetWorks will order the FuelFocus Island Control Units (ICU) and related hardware for delivery to the Pinellas County delivery site. Hardware delivery typically takes place within four to six weeks from the date the order is placed or up to 16 weeks for special orders like stainless steel units etc. AssetWorks assumes all hardware will be delivered to one central Pinellas County location for disbursement to individual locations by Pinellas County as needed.

Fuel Site Preparation

AssetWorks assumes all conduit to be reused. AssetWorks, through our subcontractor Adams Tank & Lift will replace all wiring between the FuelFocus Island Controllers and each dispenser as required by the contract. AssetWorks assumes all existing pumps have functioning and compatible pulsers. There are no pump or dispenser replacements as part of this RFP. While AssetWorks acknowledges the receipt of all Addendum, we have included the installation of CAT5 cabling at five locations by utilization of a direct burial cable. Please note that we acknowledge Pinellas request for direct burial CAT5 where needed, AssetWorks also reserves the right to suggest other less cost prohibitive options such as wireless, cellular modem or PTP (point to point) solutions.

FuelFocus™ ICU Installation

Once hardware has been delivered to Pinellas County, AssetWorks will schedule and coordinate Adams Tank to prepare each site for the installation of the FuelFocus solution. Note that AssetWorks assumes that existing conduit will be reused for electrical cabling. In conjunction with the work of the Adams Tank, AssetWorks will schedule a FMS technician to come on-site and complete installation of the Island Control Unit (ICU). AssetWorks will provide technical services to install the ICU.

After FuelFocus software has been configured and tested, the site conversions will begin based upon the agreed upon schedule. A site conversion can generally be accomplished in one to two days provided that the tested network connection is available without delay. All reasonable efforts are made to minimize downtime. The following steps represent a site conversion:

1. Arrive at location and barricade Fuel Island from use.



2. Call the Pinellas County representative to download existing ICU to extract all data
3. Disconnect and lockout all power to fuel island as needed for a safe conversion
4. Mark all wiring to existing systems and disconnect.
5. Remove existing pedestal and replace with new pedestal and special EJ Ward pedestal adapter
6. Install fuel controller head and do final terminations of all wiring.
7. Test system in bypass locally
8. Test system with transactions back to host
9. With a the Pinellas County representative present, execute two test transactions per hose as acceptance criteria for a fully operational system or Adams Tank will fill in a transaction test sheet to submit to the Pinellas County for later comparison to data in FuelFocus™ M4 and deemed acceptable at that point.

AssetWorks will consider successful test results proof that AssetWorks has delivered FuelFocus™ to Pinellas County subject to the Software License Agreement.

Once this site is accepted as per above, rollout as per agreed upon schedule will continue from site to site until completed without downtime between installs.

WBS 4.0 FuelFocus Setup and Deployment

FuelFocus Key-User Training

AssetWorks will conduct Key-User Training sessions for System Administrators and key application users. The objective of this course is to provide key users with the skills and information necessary to make decisions and perform all system set-up tasks with relation to system security, product codes, fuel locations and unit settings, including:

- Setting up Units, Departments, Locations and Employees
- Setting FleetFocus™ Locations to be Fuel Sites, adding additional fuel locations as necessary.
- Establishing Tank Types and Tank Stick Reading Conversion Tables
- Establishing Location Tanks, Hoses and Island Control Units.
- Configure ICU Communication Settings
- Card/key or Fuel ID Assignments to existing Equipment, Employees and Departments, adding additional employees or departments as necessary.
- Product Set-up and Assignments to existing Equipment, Employees and Departments, adding additional products as necessary

Attendees for this training session should include the entire project team, system administrators, Pinellas County trainers and key fuel system users. The duration of this class is typically one day.

Prerequisite: This session requires the installation of FuelFocus™ at the customer site or the AssetWorks data center. The customer must also provide a training room with workstations that can access FuelFocus. AssetWorks recommends no more than two attendees per computer.

FuelFocus Setup

Pinellas County will begin the system setup process by populating and configuring the FuelFocus™ module. Many of the configuration settings will be defined during the FuelFocus™ Key-User training and Pinellas County must



work through each of the setup screens to insure that manually entered and electronically converted data are loaded correctly.

Key system references and tables that must be populated include:

- Base System Settings – Define fiscal calendar, time zones, states, masks, and other system settings.
- Location Main – Each location must be loaded in Location Main and fuel site location settings must be updated.
- Fuel ICU, Tanks, and Hoses must be defined and loaded.
- Product Main – Products are fluids that can be dispensed through FuelFocus™. These must be defined in the Produce Main screen.
- Accounting – Each business unit that owns the vehicles and that will be charged for fuel must be loaded into Department Main. Any associated account information must also be loaded into the Direct Accounts table and linked to the Department. A default Billing Code must be configured to set how fuel charges will be processed by FuelFocus™.
- Maintenance Class Code – MCC define the meter configuration on each unit and expected monthly utilization used to test the reasonableness and accuracy of meter entries.
- Technical Specification – The Tech Spec determines the configuration of each unit, including the Year, Make and Model, as well as which products the vehicle can accept and its maximum capacity by product. Tech Specs are also used to calculate greenhouse gas emission.
- Employee Main – If Employee's will be issued fuel cards or will be expected to enter a PIN to authorize fuel transactions, then the Employee Main table must be setup with the minimal information needed to support fuel transactions and issuing of fuel cards. Typically this requires entering an Employee ID, Name, home location and setting some flags.
- Unit Main – Each unit receiving fuel must be loaded into FleetFocus™. AssetWorks will provide Excel based templates that will be used to load the unit master records. Pinellas County will have responsibility for populating the spreadsheet with the required data fields (Locations, Departments, MCC, Tech Spec and In-Service dates and meters) and as many additional fields as required by Pinellas County to support reporting.

AssetWorks will provide limited consulting assistance to Pinellas County during the setup phase; with Pinellas County having the primary responsibility for verifying that all data has been entered or converted correctly.

During the configuration period users may need to maintain in both FuelFocus™ and any legacy systems any changes to a reference record or any changes to a reference's attributes (that is, adding/deleting a unit, changing a unit's department, or changing meter.) By carefully managing such changes, the need to make simultaneous changes can be reduced.

FuelFocus Configuration

Once the ICU connectivity is established and system setup has been completed, Pinellas County will be responsible for setting and configuring the fuel island locations, tanks and hoses to support the dispensing of fuel, and issuing fuel cards if used. Pinellas County is responsible to provide IP addresses for all FuelFocus Island Controllers and all Veeder Root TLS Systems.

AssetWorks will provide assistance to Pinellas County with configuring the web service that supports the real-time communications with the ICU. Pinellas County will be responsible for setting up and configuring the ICU IP addresses and insuring network connectivity with the FuelFocus application servers.



AssetWorks will provide consulting support during this phase, describing best-practices for configuration and answering questions related to system setup and entry. All data entry and configuration will be completed by Pinellas County. Among the tasks to be completed include:

- Product set-up and assignments to existing Equipment and Employees, adding additional products as necessary
- Setting existing Locations to be Fuel Sites, adding additional fuel locations as necessary
- Defining Tanks, Pumps, Hoses, and Island Control Units
- Card Assignments to existing Equipment and Employees, adding additional employees as necessary

FuelFocus User Training

When the fuel islands are configured, AssetWorks will conduct a workshop to train Pinellas County fuel managers and fuel personnel on the FuelFocus functionality. The AssetWorks Project Manager will provide a training agenda agreed to by the Project Team that will detail the specific topics for each day of FuelFocus training. The Project Team will be responsible for having the appropriate key personnel from each functional area available for the training sessions.

The goal of this session is to train Pinellas County on the FuelFocus™ module and all of various functions and work-flows that the application can support. Topics to be addressed include:

- Fuel Orders, Fuel Receipts and Pricing
- Transferring Products
- Tank Level Reconciliation and Adjustments
- Entry of Hose Totalizer Readings
- Fuel Card Management
- FuelFocus Reporting and On-line Displays
- Mark-up and Billing Options

FuelFocus Log File and Island Controller Repair User Training

When the fuel islands are configured and installed, AssetWorks will conduct a workshop to train Pinellas County fuel managers and fuel personnel on the FuelFocus diagnostic tools, reading of log files and their interpretation, and the easy replacement and change of FuelFocus Island Controller boards if needed. The Project Team will be responsible for having the appropriate key personnel from each functional area available for the training sessions.

FuelFocus Production Roll-Out

For the FuelFocus phase of the project, the final task will be the production activation of the FuelFocus™ hardware and roll-out of the FuelFocus functionality. AssetWorks will have a team member on-site during the initial production roll-out to provide support to Pinellas County trainers and project team. This support usually involves working directly with the Project Team to trouble-shoot any problems with the application configuration, ICU communications, hardware operation and to provide product support to Pinellas County trainers and managers.

As each site is brought on-line, Pinellas County will enter current product pricing and tank inventory quantities to ensure accurate book quantities exist.



A series of test transactions will be completed to insure that the hardware and the fuel location are properly configured and communicating with the application server. Transactions completed at the fuel island will be verified inside of the FuelFocus application as proof of a successful installation and configuration and acceptance of site being live by Pinellas County.

Each transaction, whether manually entered or captured wirelessly, will be verified by Pinellas County to insure that:

- The vehicle number was correctly captured and validated,
- That any employee number/pin was captured and validated,
- That the correct products were dispensed up to the maximum allowed capacity, and
- That meter reading readings were correctly recorded.

If the vehicle is WAF-enabled, tests will also be conducted to insure that any meter information was communicated and processed by the FuelFocus application, in addition to the accurate recording of the meter readings. Engine meter readings will be compared to dashboard odometer readings and off-set adjustment will be made in FuelFocus by Pinellas County to synchronize the readings.

Once each fuel site has been installed tested and brought on-line, the system will be in full production.

FuelFocus Deliverables

- Installation and configuration of the Island Control Units, including network connectivity.
- If WAF is deployed, installation of the WAF antenna and training on vehicle VIB and antenna installation
- FuelFocus Key-User Training
- FuelFocus setup and configuration support
- Data loading templates
- FuelFocus Application Training
- FuelFocus ICU deployment and testing
- FuelFocus production roll-out support

Pinellas County is responsible for all deliverables not specifically included above.



Proposed Timeline

A Project timeline will be created after kick off call.

Payment Schedule

Hardware, Maintenance and Licenses to be billed in full upon delivery. Services and travel expenses to be billed monthly as incurred.



Project Organization

AssetWorks Project Team

The AssetWorks project team is a team of highly experienced AssetWorks staff who has been "field hardened" in fleet operations and real implementations. Many AssetWorks senior managers have been with the company since 1979. Most of the AssetWorks Professional Services employees have fleet operations backgrounds as Fleet Managers, Shop Supervisors, Mechanics, and Inventory Managers. This real world experience is invaluable in helping our clients implement the application and our ability to understand their needs.

The proposed project team will consist of the following key positions:

- Professional Services Manager
- Project Manager
- Technical Engineer
- Fuel System Engineer

Professional Services Manager

The AssetWorks Professional Services Manager will have the ultimate responsibility for the success of Pinellas County's implementation. The Professional Services Manager reports to the Program Manager and will have direct oversight over the Project Manager and day-to-day operations. The Project Manager will oversee the AssetWorks Project Team, including the on-site implementation team and the AssetWorks development and support resources. The Professional Services Manager will also review and approve all project billing and is available to meet periodically with Pinellas County's executive team to review the project status, discuss challenges facing the project, and identify opportunities to advance the project. The Professional Services Manager will also be the first to handle any issue escalations, with backup from the Program Manager. The Program Manager has sole responsibility within AssetWorks for accepting all contract change orders.

Project Manager

Every AssetWorks software implementation will have a dedicated Project Manager that is assigned to the project from start to finish. The AssetWorks Project Manager is the principal AssetWorks contact, and has day-to-day responsibility for the successful completion of the project and will report to the Project Director. The Project Manager is responsible for directing the day-to-day activities of the project and managing the rest of the project team. The Project Manager is responsible for coordinating resources and activities to ensure that the project is completed successfully and on schedule. The Project Manager is also the primary point of contact for the customer.

Project management activities include:

- Develop Program Implementation Schedule
- Coordinate all internal resources necessary for project implementation.
- Monitor quality of performance in design, coding, testing, training and implementation efforts.
- Support project team inquiries and direct AssetWorks support group efforts as necessary.
- Provide regular Management Update Reports.



The Project Manager may also serve as the Implementation Consultant and conduct all training sessions and will assist with system setup and configuration questions and issues. The Project Manager will be the primary technical resource during the implementation.

The Project Manager will also coordinate with the Technical Engineer for the implementation of the software and with the Fuel System Engineer with the installation of the fuel island controller units (ICU).

Technical Engineer

The AssetWorks Technical Engineer is responsible for the initial installation of the system at the customer site. Activities include, loading the test, training and production databases; configuring application server; installing client workstation software; initial operational system test; and providing technical software installation training to the customer's technical representative.

Fuel System Engineer

AssetWorks Fuel System Engineers will have responsibility for the installation and configuration of the Fuel Island Controllers. Our Engineer will work with Pinellas County and the fuel system contractor to insure that the fuel islands are properly equipped and configured to accept the installation of the fuel ICU. They will oversee the installation of the ICU and once installed assist with establishing the network connection and initial configuration.

The Fuel System Engineer will also provide training on the installation and configuration of the vehicle identification boxes (VIB) if applicable.

Recommended Pinellas County Project Team

To best facilitate the implementation, AssetWorks assumes Pinellas County will adequately staff the project with sufficient resources to support the project's successful completion and that all appropriate resources will be committed to the project as of the project start date.

AssetWorks recommends that Pinellas County resources include:

Executive Steering Committee

The role of the Executive Steering Committee will be to participate in setting the goals and scope of the project and to participate in periodic status meetings with the Project Team. The Steering Committee will provide general project oversight and guidance to the Project Team relative to the organizations overall goals and objectives.

Project Manager

This is the point person within Pinellas County who can address specific project issues and serve as the main point of communication between AssetWorks and Pinellas County.

Technical Support

FuelFocus™ is easy to install and easy to maintain, since the installation is done once on the server. The following technical resources are recommended:

- **Application Specialist** – This required resource must be familiar with Windows IIS-based web applications and VB and .Net components. During the installation, they will assist with the creation and configuration of the applications web site. After the installation they will be responsible for applying application upgrades,



installing new releases, and maintaining the overall FuelFocus™ application. This resource will serve as the principal technical resource supporting the FuelFocus™ application and will be AssetWorks' primary technical contact.

- **Database Administrator** - Required for assisting with the installation of FuelFocus™ and configuring the initial application database instances. After installation, the DBA will perform regular database backups, apply database upgrades, and periodically run table maintenance scripts. The DBA will also be called upon to import tables and records during the data conversion process.
- **Network Engineer** – A resource familiar with Windows TCIP networking and security is required at the start of the implementation to assist with configuring the servers, connecting the servers to the network, and managing firewall settings. This resource may also be needed to establish and maintain network connectivity to user workstations. After installation these resources may be called upon to handle network and security issues related to FuelFocus™ and user workstations.

Training Facilities

AssetWorks will provide on-site training in a classroom environment suitable for training. Pinellas County will be responsible for providing and preparing the training facility. AssetWorks recommends class size to not exceed 12 users to insure proper attention can be given to individual users and maintain the needed pace to insure training sessions do not run over. The training facility should include hardware comparable to that found in the actual work place. Some end-user training can take directly in the storerooms or on the shop

Logistical and Scheduling Support

AssetWorks will need assistance from Pinellas County to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.



Assumptions

The following general assumptions apply to this proposed Statement of Work between AssetWorks, INC (AssetWorks) and Pinellas County (Pinellas County):

General

1. Professional services will be provided on a fixed cost basis. The actual hours delivered may be less than or greater than the estimated hours, however AssetWorks will only bill the agreed upon fixed amount. All professional services delivered will be invoiced at the beginning of each month following their delivery or upon previously agreed upon milestones.
2. Only those optional modules identified in the accompanying license agreement are to be implemented and are included in this Statement of Work.
3. Optional modules purchased after implementation has begun will require a change order or separate statement of work for services related to installation, configuration and training.
4. This Statement of Work does not include any costs associated with third party vendors or software that may be needed to complete the implementation.
5. AssetWorks is the author, owner, distributor and sole source provider of fleet management software, professional services and maintenance services for the FuelFocus™ family of products which includes FASuite, MCMS, M4 and FuelFocus™. Use of the products is subject to the Software License Agreement.

Pinellas County Resources

6. Pinellas County will provide the resources described in this Statement of Work to insure a successful implementation of the products.
7. Pinellas County will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for AssetWorks' Customer Support department.
8. All key Pinellas County project team resources will be committed to the project as of the project start date.
9. Pinellas County commits to training appropriate functional and technical resources as required.
10. Pinellas County is responsible for all manual data entry.
11. Pinellas County will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system.
12. AssetWorks will provide on-site training to Pinellas County (as outlined above) in a classroom environment suitable for training. AssetWorks recommends class size to not exceed 12 users to insure proper attention can be given to individual users and maintain the needed pace to insure training sessions do not run over.
13. Pinellas County will be responsible for preparing the training facility. The training facility should include hardware comparable to that found in the actual work place. Some end-user training can take directly in the storerooms or on the shop
14. All training sessions will be based on standard application training materials. Pinellas County will be responsible for customizing training materials to meet its implementation requirements.
15. Pinellas County will make appropriate technical resources available to AssetWorks' consultants.
16. In the event that Pinellas County schedules on-site services and due to circumstances within Pinellas County's control AssetWorks' scheduled personnel are unable to perform such services, AssetWorks will be entitled to payment for each such scheduled personnel on the basis of an 8-hour day.
17. AssetWorks will need assistance from Pinellas County to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.



Infrastructure

18. Pinellas County will provide a project work area and infrastructure at the centralized implementation location appropriate for the size of the combined Pinellas County/AssetWorks project team. This infrastructure should include desks, chairs, telephones, and workstations with network access to printers and to the applications and implementation databases.
19. AssetWorks' consulting estimates do not include installation and/or configuration of any computer hardware and peripheral equipment.
20. Pinellas County will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
21. Pinellas County will be responsible for establishing access to the FuelFocus™ Application, Business Objects Enterprise, and DBMS servers, providing all supporting software, hardware, and connectivity for the application server.
22. The Web server must use Microsoft IIS.
23. Acquisition, installation, testing, support, and tuning of any additional required application software, hardware, RDBMS, other software, peripherals and communications infrastructure will be the responsibility of Pinellas County.
24. Pinellas County will verify that the hardware environment is installed, configured and operating over the network before scheduling the Software Installation.
25. Pinellas County is responsible for providing browser access to the FuelFocus™ application.
26. Pinellas County is responsible for providing and maintaining TCP/IP connectivity with sufficient bandwidth from all user workstations to the FuelFocus™ servers.
27. System, server, and workstation backups are the responsibility of Pinellas County. This includes the development and execution of the system backups and recovery programs.
28. Pinellas County is permitted to implement a disaster-recovery environment, however unless specifically included in this proposed Statement of Work, AssetWorks is not responsible for the installation, configuration or support of this environment.
29. Pinellas County will receive all standard, out-of-the-box reports at no extra cost; however Pinellas County is responsible for providing the recommended Business Objects licenses to support the proposed Report Server infrastructure. A single test and production reporting environment will be implemented.
30. Pinellas County will implement a single production FuelFocus™ database. A test database instance will also be implemented.
31. Pinellas County will implement this solution such that all assets will be in a single production FuelFocus™ database. Only one "Company" is to be implemented as part of this Statement of Work. Additional database "Companies" will require a change order.
32. Pinellas County personnel assume the responsibility for applying software patches.
33. The following information technology services are not included in this Statement of Work: network connections; telecommunications network(s); operating system, network and database administration; disaster recovery planning; the acquisition, installation, testing and tuning of any required hardware, operating software, peripherals and communications infrastructure.
34. If Pinellas County elects to have AssetWorks host the application or licenses the FuelFocus™ On-Demand SaaS service, the Software Installation phase and NHDO technical support described in this proposed Statement of Work are no longer required. A separate start-up fee will be invoiced following the contract execution for the installation of Pinellas County's AssetWorks hosted site.



Project Management and Risk Factors

35. Pinellas County and AssetWorks will agree on scope, services, and deliverables for optional modules and services prior to the Notice to Proceed.
36. Pinellas County project manager will be responsible for obtaining any required authorizations, approvals and/or signoffs by Pinellas County related to project deliverables and project progression in a timeframe in alignment with the project work plan. Delays to this process as well as any Pinellas County tasks not completed within the work plan timeframe will be subject to the Change Order Management process, delayed deadlines, and increased services fees.
37. This Statement of Work does not include the expenses associated with Pinellas County or Pinellas County resources assigned to the project.
38. Pinellas County remains responsible for all integration effort not described in this Statement of Work
39. The project schedule is contingent upon the timely attainment of several external milestones that are outside the control of AssetWorks. Examples include but are not limited to the acquisition of the requisite software licenses and hardware and the approval of requisite capital appropriation requests as required.
40. Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and Pinellas County will discuss these changes in good faith at their earliest opportunity.
41. This proposed Statement of Work includes implementation support for only those optional modules, interfaces, and modifications listed in the task list. Any change to the proposed Statement of Work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements or change orders.
42. Unless otherwise noted, all integration, enhancement and report development effort quoted in this proposed Statement of Work is an **ESTIMATE** based on AssetWorks' experience providing similar services for other clients based on our current understanding of the requirements. AssetWorks will develop a detailed Development Specification and firm fixed cost quote for all services before proceeding with any development.
43. This Statement of Work includes services to determine Pinellas County's requirements and preparing the development specifications and quotes for only those development items identified in this Statement of Work. Any requirement analysis and specification work for additional items not identified in this Statement of Work would be done on a time and materials basis.

Travel

44. AssetWorks will bill Pinellas County for all actual travel expenses directly attributed to on-site services delivered during the project.
45. Unless otherwise noted, actual travel expenses will be billed on a monthly basis following the delivery of any on-site services.
46. Travel expenses are expected to be reimbursed as invoiced and are not subject to any project hold-back or payment deferrals.
47. AssetWorks staff members that are scheduled on-site for consecutive weeks will have the option of returning home at the conclusion of the scheduled work week or, with approval from Pinellas County, stay thru until the start of the following work week. Expenses incurred during the intervening period will be reimbursed up to the cost of the travel expenses that would be incurred returning home between the work weeks.
48. AssetWorks will bill Pinellas County for all expenses for travel on-site to provide planned services for which Pinellas County is not prepared to support (e.g. Meeting canceled due to weather; schedule participants are unavailable, scheduled facility is unavailable, etc.)
49. All travel costs provided in this Statement of Work are estimates and subject to revision based on actual airline, hotel, rental car and local market conditions.



Procedures for Handling Change Orders

Any change to the proposed statement of work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements.

For instance, any software modification, interface or conversion plan will be included in a functional specification developed by AssetWorks. AssetWorks will work with Pinellas County to understand the specific requirements and will create a detailed functional specification. Each specification will be reviewed with Pinellas County Project Team with the final action item being Pinellas County sign-off so that the changes can procedure to a development stage. Once development has been completed, any software changes will pass through a detailed quality assurance phase. Once delivered to Pinellas County, AssetWorks will review the changes that will conform to Pinellas County approved specifications. Upon testing and review, AssetWorks will secure Pinellas County sign-off on the final software changes.

Sole Source Provider

AssetWorks is the author, owner, distributor and sole source provider of fleet management software, professional services and maintenance services for the FuelFocus™ family of products which includes FASuite, G2K, MCMS, M4 and FuelFocus™.

AssetWorks is solely authorized or certified to provide this service.

Confidentiality

This proposed Statement of Work (SOW) contains CONFIDENTIAL INFORMATION of AssetWorks, Inc. In consideration of the receipt of this document, Pinellas County agrees to not reproduce or disclose this information except to Pinellas County employees directly involved on a “Need to Know” basis



EXHIBIT B: INSURANCE REQUIREMENTS

- a) Within **10 days of contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- b) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement.
- c) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- d) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
- (1) Proposer shall also notify County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- e) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor. All subcontracts between Proposer and its subcontractors shall be in writing and may be subject to the County's prior written approval.
- f) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

EXHIBIT B: INSURANCE REQUIREMENTS

- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- g) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limits	Florida Statutory	
	Employers' Liability Limits	
	Per Employee	\$ 500,000
	Per Employee Disease	\$ 500,000
	Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion exclusion allowed.

Limits		
	Combined Single Limit Per Occurrence	\$ 1,000,000
	Products/Completed Operations Aggregate	\$ 2,000,000
	Personal Injury and Advertising Injury	\$ 1,000,000
	General Aggregate	\$ 2,000,000

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit		
	Combined Single Limit Per Accident	\$ 1,000,000

- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits		
	Each Occurrence	\$ 1,000,000
	General Aggregate	\$ 1,000,000

- (5) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious

EXHIBIT B: INSURANCE REQUIREMENTS

software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

- (6) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C: PAYMENT SCHEDULE

1. ONE-TIME SERVICES

	NOT TO EXCEED	TOTAL
a. License Fees*	\$62,945.00	
b. Fuel Hardware*	\$336,532.83	
c. Professional / Implementation Services*	\$200,482.50	
	<i>One-time Services Total</i>	\$599,960.33

2. RECURRING SERVICES (SOFTWARE MAINTENANCE)

a. Year 1	\$12,589.00	
b. Year 2	\$12,589.00	
c. Year 3	\$12,589.00	
d. Year 4	\$12,589.00	
e. Year 5	\$12,589.00	
	<i>Recurring Services Total</i>	\$62,945.00
PROJECT SUB TOTAL NOT TO EXCEED:		\$662,905.33

3. CONTINGENCY FOR ADDITIONAL SERVICES

a. Additional Services refers to work that is not specifically described in the Statement of Work but that is related to the project services. In such case, services shall be performed on a time and materials basis when authorized in advance by the County, at a not to exceed \$205.00 hourly rate.		\$66,290.53
TOTAL PROJECT (INCLUDING CONTINGENCY) NOT TO EXCEED:		\$729,195.86

***NOTES:**

- Refer to attached revised Quote # Q-00283-10 for a breakdown of prices.
- Software License Fees will be invoiced upon execution of this Agreement
- Hardware will be invoiced upon shipment
- Professional Services will be invoiced monthly in arrears.
- Software Maintenance fees for the five (5) year term will be invoiced upon the go-live date .If at any time during the term of the Agreement, the County cancels maintenance, any credit due to the County for unspent amounts will be reduced by 5% for any of the years that were used by the County.



Revised Quote

AssetWorks LLC

998 Old Eagle School Road, Suite 1215
Wayne, PA 19087

Quote #: Q-00283-10
Date: 09/19/2018
Expires On: ~~10/19/2018~~
Salesperson: John Crane
Email: john.crane@assetworks.com
Phone: 484-801-0317

Ship To

County of Pinellas
9685 Ulmerton Road
Largo, FL 33771

Bill To

County of Pinellas
9685 Ulmerton Road
Largo, FL 33771

License

Description	QTY	UNIT PRICE	Line Total
FuelFocus ICU License	19.00	USD 2,495.00	USD 47,405.00
Veeder Root Integration License	12.00	USD 1,295.00	USD 15,540.00
License TOTAL:			USD 62,945.00

Maintenance

Description	Line Total
Software Maintenance	USD 12,589.00
Maintenance TOTAL:	USD 12,589.00

Fuel Hardware

Description	QTY	UNIT PRICE	Line Total
FuelFocus Controller - Wireless - 2 Hose RFC1500	11.00	USD 9,375.99	USD 103,135.89
FuelFocus Controller - Wireless - 4 Hose RFC2500	7.00	USD 12,576.06	USD 88,032.42
FuelFocus Controller - Wireless - 8 Hose RFC2500	1.00	USD 13,157.89	USD 13,157.89
FJ3 WAF Box Hi Power w/ mast	19.00	USD 733.13	USD 13,929.47
Front Panel Option - Mag Card	0.00	USD 252.13	USD 0.00
EJ Ward Wide Pedestal Adapter	19.00	USD 534.93	USD 10,163.67
Stainless Steel Upcharge (optional)(adds up to 14 weeks to production time)	19.00	USD 1,995.00	USD 37,905.00
Front Panel Option - HID	19.00	USD 387.89	USD 7,369.91
Power Integrity Surge Suppression	19.00	USD 139.82	USD 2,656.58
Omron DPST-NO Relays	57.00	USD 25.73	USD 1,466.61
Omron Base	57.00	USD 17.12	USD 975.84
Nozzle Transponders - Universal FJ3	57.00	USD 395.37	USD 22,536.09
HID Keys	3,000.00	USD 7.06	USD 21,180.00
FJ3 Vehicle Identification Box	0.00	USD 186.24	USD 0.00
FIA Option for FJ3	0.00	USD 60.34	USD 0.00
Fuel Inlet Antenna	0.00	USD 18.64	USD 0.00
OBDII Canbus Easy Connect Cable	0.00	USD 26.53	USD 0.00

J1939 Type II 500kb Heavy Duty 9-Pin Cables with Green Connectors	0.00	USD 76.50	USD 0.00
SVID without FIA (single protection)	0.00	USD 60.34	USD 0.00
Combo J1939/J1708 9 Pin Deutsche Easy Connect Cable	0.00	USD 56.95	USD 0.00
FJ3 Programmer	0.00	USD 1,743.16	USD 0.00
RVB Vehicle Starter Kit	0.00	USD 1,766.25	USD 0.00
Spare Kit HID - Includes 4 line display WIN7	2.00	USD 6,109.23	USD 12,218.46
Fuel Shipping Costs	1.00	USD 1,805.00	USD 1,805.00
Fuel Hardware TOTAL:			USD 336,532.83

Service

Description	Line Total
Project Kickoff & Orientation	USD 820.00
Hardware Installation Services	USD 31,160.00
Fuel Software Installer / Trainer	USD 8,200.00
Fuel Subcontractor - Site Readiness - See Terms & Conditions Page for Description	USD 120,772.50
FJ3 Vehicle Installation Training	USD 0.00
Remote FuelFocus Site Startup Services	USD 7,790.00
Fuel Island Log File and Repair Training Services	USD 1,640.00
Post Go Live Services	USD 1,640.00
Project Management Services	USD 8,460.00
Travel Costs	USD 10,000.00
Performance Bond Fee	USD 10,000.00
Service TOTAL:	USD 200,482.50

TOTAL: USD 612,549.33

NOTES/ASSUMPTIONS

1. Only hardware included is listed on attached proposal. No other parts are implied or otherwise included. No additional labor is included unless otherwise denoted. No additional work will be performed outside of this scope of work without written authorization and approval of a quote by Pinellas County and AssetWorks.
2. Assumes all dispensers have pulsers and are fuel system compatible. Any pump not having a working pulser will incur extra charges. Assumes all pumps are fuel system compatible and have switch detect signal availability.
3. Does not include permits, permit fees or site as built drawings except for sites GMD South, South Cross Bayou and Lake Seminole where conduit installation is a requirement..
4. Subject to any applicable state and/or local sales tax, import duties, PST, VAT.
5. Warranty is one (1) year parts with telephone help desk support. Extended warranty plans are available for subsequent years. Warranty expires at 12 months from date of install or 15 months from date of shipment, whichever comes first. AssetWorks is willing to add a service fee fund if necessary to cover on site labor.
6. Assumes the only sites needing CAT5 cable installed is GMD South, South Cross Bayou, and Lake Seminole. Assumes all other sites have CAT5 and this connection needs to be able to ping the FleetFocus Server successfully. Delay of this connectivity could result in additional time being added to contract.
7. Due to the ever increasing cost of labor and materials, any delay of progress, not under AssetWorks direct control could constitute an additional charge to purchaser.
8. CONTAMINATION AND POLLUTION - In the event, preexisting or occurring through no fault of the Seller, pollution or contamination is encountered, the Seller shall be held blameless. The cleanup, removal, and disposal of such pollution/contamination shall be considered an extra and all associated cost, delays, fines, penalties, etc. shall be borne by the Purchaser and/or the Property Owner.

Following represents a checklist of items that will be performed by Adams Tank & Lift

1. Adams Tank will include 6601 grade aluminum plates as needed at three (3) sites.
2. Adams Tank will supply and install all conduit fittings needed to remove existing EJ Ward pedestal and reconnect all conduit to new AssetWorks FuelFocus pedestal.
3. Adams Tank will install WAF Mast at all locations as needed for wireless communication between the Island Controllers and RFID devices installed on vehicles as needed. (one per location).
4. Adams Tank will install 1" conduit at GMD South, South Cross Bayou and Lake Seminole locations only and pull in two CAT5 cables (one as spare). Adams Tank will restore site to original condition prior to excavation for conduit with proper finish material.
5. Adams Tank will leave all existing EJ Ward equipment on site to be disposed of by Pinellas County
6. Adams Tank is not installing, testing, programming or otherwise making any changes to Pinellas County Veeder Root Systems.
7. Adams Tank will work in conjunction with AssetWorks FuelFocus Technician to perform terminations using existing wiring in place, start ups, remote programming and testing of each site prior to going to next site on schedule.

TERMS OF USE

Price/Specifications

Price and specifications are subject to change without notice. AssetWorks LLC is not responsible for typographical and/or photographic errors.

PAYMENT TERMS

Net 45. All hardware will be billed upon delivery. All FuelFocus Integration Licenses will be billed upon delivery of hardware. Services will be billed monthly as performed.

MISSING, DAMAGED, OR INCORRECT ORDERS

Please inspect all orders upon receipt. Please email fuelsupport@assetworks.com to request an RMA for any missing, damaged, or incorrect orders. You may also call 610-225-8350.

RETURN POLICY

AssetWorks LLC products may be returned within 30-days of invoice date for refund, replacement, or exchange. All product returns must have a Returned Merchandise Authorization (RMA) number issued by AssetWorks marked clearly on the return package, or the package will be refused, and no credit will be issued.

To request an RMA, please email fuelsupport@assetworks.com . RMAs are valid for 15 days from the date of issuance.

The following information is required for all RMAs:

The invoice or packing list number

The product name and part number

Company name, point of contact, mailing address, email address, and telephone number

A reason for the return

If you wish to make a return or exchange, you must present the merchandise within 30 days of purchase. All goods must be returned in their original packaging. If the items are not received in their original and unused condition, a minimum re-stocking 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.

Send returns with the RMA number clearly marked on the package to:

AssetWorks, LLC.

Attn: RMA Department

998 Old Eagle School Road, Suite 1215

Wayne, PA 19087

All returns will be processed and fully inspected. All products must be returned in original condition including packaging, manuals, and accessories (as applicable).

Return Shipping

All returns must be shipped freight pre-paid.

Unauthorized or Refused Returns

Packages without a Return Authorization Number will be refused. Additional charges may apply if all peripherals and accessories are not returned in the original packaging.

Returns Older than 30 Days

Returns older than 30 days from the invoice date will be subject to a 25% restocking fee. Only product that is in current production will be accepted and an RMA must be obtained in advance and clearly marked as stated above. No refunds will be given.

AssetWorks LLC Limited Warranty

Warranty coverage for AssetWorks LLC (FuelFocus) products are described below. Additional support coverage can be purchased with your AssetWorks products. Please consult your local AssetWorks sales professional for annual support and services fees.

The terms and conditions governing your warranty on AssetWorks products are located below. Such terms and conditions supersede all other terms, unless otherwise agreed by AssetWorks.

Warranty Start Date

"Start Date" as used in this policy means the date this product is shipped from AssetWorks manufacturing plus three (3) months or the FuelFocus go live date, whichever comes first.

Limited Hardware Warranty

AssetWorks, LLC. ("FuelFocus") provides a one (1) year limited product hardware warranty to purchasers of FuelFocus products. AssetWorks warrants that the product hardware will be free from defects in materials and workmanship during the warranty period, subject to the following:

Labor and travel costs are not included, unless required under contract specific terms.

AssetWorks will supply new or rebuilt parts to replace parts that are found to be defective while within the warranty period.

New installations must be registered with the FuelFocus Support Center within 48 hours of installation to receive warranty benefits, otherwise, the warranty period commences on the date of the invoice.

Help Desk Support is available between the hours of 8:00AM- 5:00PM Monday through Friday Upon a Hardware System Failure,

AssetWorks will repair or replace such product hardware within fourteen (14) working days of its receipt of the failed hardware, if in advance of its receipt, such hardware (1) was evaluated by AssetWorks Technical Support in person or via telephone, and (2) received a Technical Support RMA number from AssetWorks.

Further, the product hardware must be shipped, shipment pre-paid, to AssetWorks, and the RMA number must be clearly indicated on the shipping box and papers.

Problems caused by faulty installation are not covered under this warranty. This warranty applies only if the equipment has been installed and used in accordance with the AssetWorks Installation Manual.

Use of service personnel other than qualified AssetWorks service providers without prior written approval of the FuelFocus Product Manager will void the warranty claim.

Use of non AssetWorks replacement parts, defects caused by the use of unauthorized addition of non AssetWork parts, or by the unauthorized alteration of FuelFocus parts or equipment will void t his warranty.

Damage suffered by FuelFocus equipment resulting from shipping, accident, pwer surges, neglect, misuse, acts of Nature, or abuse are not covered by this warranty.

Limited Software Warranty

AssetWorks provides a one (1) year limited software warranty to licensees of FuelFocus software accompanying AssetWorks hardware. AssetWorks warrants that the media on which the software is delivered will be free of defects in material and workmanship for a period of one (1) year following delivery of the software to licensee. AssetWorks warrants that the software, when used in accordance with the terms of the AssetWorks software license, will operate substantially as set forth in the applicable AssetWorks Documentation for a period of one (1) year following delivery of the software to licensee.

Technical Support Access

During the warranty period, toll free phone support is offered 5 days per week (8 a.m. to 5:00 p.m., Monday through Friday, except holidays). Calls left after hours will be returned the next business day.

Access to Technical Support after warranty period is on a commercially reasonable basis (unless a AssetWorks Support Contract is purchased for all systems owned by the customer).

Software Updates

During the warranty period, software updates for system software and software products released by AssetWorks are available by contacting AssetWorks Technical Support. System software updates include applicable minor releases (e.g. Release 2.0 to 2.1) to the AssetWorks family of products as well as major feature releases (e.g. Release 2.x to 3.0). Customer must have access to the Internet for Web Browser or FTP downloads as directed by Technical Support. Software updates released after the initial one (1) year warranty period are available as an upgrade product for the then applicable list price.

Warranty Limitations

AssetWorks's warranties as set forth herein ("Warranty") are contingent on proper use of the FuelFocus hardware and software ("Products") and do not apply if the Products have been modified

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

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

Contact Us

For more information, please contact your AssetWorks sales representative.

INITIAL_____

Standard Professional Services Terms

All software licenses and the first year maintenance fees will be invoiced upon contract execution

All warranties conveyed by the manufacturer to AssetWorks are included

Travel: Expenses will be reimbursed as incurred. Expenses include actual costs for lodging, air and ground travel and per diem rates for meal expenses (corporate rate/government agreement).

All costs quoted in USD

This is a fixed price contract and will be billed in full. No additional fees will be incurred unless otherwise noted above,

Professional Services engagements have 4-8 week lead time from execution of contract/order

EXHIBIT D: PAYMENT / INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, “The Local Government Prompt Payment Act.” Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier’s name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County’s Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information	Company name, mailing address, phone number, contact name and email address as provided on the PO
Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

**EXHIBIT E: DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN
MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

EXHIBIT F: SOFTWARE LICENSE AGREEMENT AND RELATED HARDWARE PURCHASE

This Software License Agreement and Related Hardware Purchase Agreement (“Agreement”) is entered into pursuant to the Master Services Agreement (“Master Agreement”) between Pinellas County (“CUSTOMER”) and AssetWorks LLC (“AssetWorks”), and is supplemental and subordinate to the Master Agreement, the terms of which shall prevail in the event of a conflict.

Article I. HARDWARE PURCHASE AND SOFTWARE LICENSE

- A. CUSTOMER shall purchase the hardware listed on Exhibit C. Title to the hardware shall pass upon shipment.
- B. AssetWorks grants to CUSTOMER a non-exclusive, perpetual (subject to Article V) non-transferable license for the number of units specified in Schedule 1 to make use of the software specified in Schedule 1 (herein "Software") on the CUSTOMER's database servers and application servers (“Environment”) Except as provided above, use of Software in excess of limits defined in Schedule 1 or other than on the Environment requires additional fees. CUSTOMER'S license is to use the Software in its own business; CUSTOMER has no right to use the Software in processing work for third parties.
- C. CUSTOMER 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 Product Schedule (Schedule 1) and shall not copy or use the Software for any other purpose except (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the Software, provided such testing copy shall not be used in a live production environment. CUSTOMER 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, CUSTOMER shall have the right to monitor the revised number of Active Equipment Units as set forth in the subsequent Product Schedule. “Active Equipment Unit” shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted.
- D. If any third party software is provided to CUSTOMER pursuant to this Agreement, such license shall be in accordance with terms set forth in Schedule 1.
- E. Source Code shall mean software in human-readable form, including all appropriate programmer's comments, data files and structures, header and include files, macros, make files, object libraries, programming tools not commercially available, technical specifications, flowcharts and logic diagrams, schematics, annotations and documentation reasonably required or necessary to enable a competent independent third party programmer to create, operate, maintain, modify and improve such software without the help of any other person, and with data files containing Source Code in standard ASCII format readable by a text editor.
- F. Except as expressly authorized under this Agreement, CUSTOMER shall not (i) sell, rent, lease, timeshare, encumber, license, sublicense, transfer or assign the Software or Documentation; (ii) attempt to decompile, disassemble or reverse engineer the Software in whole or in part, or otherwise attempt to derive the Source Code of the software.

Article II. FEES AND PAYMENTS:As provided in the Master Agreement.

Article III. NON-DISCLOSURE:As provided in the Master Agreement

Article IV. WARRANTIES AND LIMITATION OF LIABILITY

- A. Hardware purchased under this Agreement has a limited one year warranty. This limited hardware warranty covers defects in materials and workmanship in hardware products. The warranty does not cover external causes such as accident, abuse, misuse, or problems with electrical power, servicing not authorized by AssetWorks, usage that is not in accordance with product instructions, failure to follow the product instructions or failure to perform preventive maintenance and normal wear and tear. ASSETWORKS'S RESPONSIBILITY FOR DEFECTS IN HARDWARE IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED HEREIN FOR HARDWARE, ASSETWORKS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT. ASSETWORKS EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY.
- B. AssetWorks represents that it has the right to license the Software to CUSTOMER as provided in Article I. AssetWorks further represents that the Software will conform to the description contained in the documentation provided or published by AssetWorks (“Documentation”) but, except as provided in this Article IV, AssetWorks makes no other representations, warranty, or guarantees, express or implied, with respect to the accuracy, completeness, or usefulness of the Software, INCLUDING EXPRESS OR

EXHIBIT F: SOFTWARE LICENSE AGREEMENT AND RELATED HARDWARE PURCHASE

IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In the event the Software fails to conform to the description contained in the Documentation, AssetWorks' sole obligation shall be to correct the errors. This limited warranty is lieu of all liabilities or obligations of AssetWorks for damages arising out of or in connection with the delivery, use or performance of the Software.

- C. AssetWorks will defend, at its own expense, any action brought against CUSTOMER to the extent that it is based on a claim that the Software supplied by AssetWorks infringes a United States patent or copyright, and AssetWorks will pay those costs and damages finally awarded against CUSTOMER in any such action that are attributable to any such claim; provided, such defense and payments are conditioned on the following: (1) that AssetWorks shall be promptly notified in writing by CUSTOMER following its receipt of any such claim; (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; (3) should the Software become, or in AssetWorks' opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright, then CUSTOMER shall permit AssetWorks, at its option and expense, either to (A) procure for CUSTOMER a non-infringing license to use the Software; (B) modify the Software so that it becomes non-infringing; (C) procure for CUSTOMER a depreciated credit for the Software and accept its return. Depreciation shall be an equal amount per year over the lifetime of the Software, which the parties agree shall be five (5) years. AssetWorks shall have no liability to CUSTOMER under any provision of this clause with respect to any claim of patent or copyright infringement that is based on CUSTOMER's unauthorized use or combination of the Software with software or data not supplied by AssetWorks as part of the Software.
- D. In no event shall AssetWorks be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if AssetWorks has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.
- E. The warranty period for the Software shall extend for a period of 90 days from the date of delivery of the Software but in no event later than one year from the date of execution of this Agreement. During the warranty period, in the event that the CUSTOMER encounters an error and/or malfunction whereby the Software does not conform to the description in the Documentation, AssetWorks will respond as follows:
1. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists an error or nonconformance to the Documentation, AssetWorks will take such steps as are reasonably required to correct the error with due dispatch.
 2. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, the error or nonconformance to the Documentation does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the error and distribute the correction to the CUSTOMER in accordance with AssetWorks' normal Software revision schedule.

Article V. PAYMENT SCHEDULES: As provided in the Master Agreement

Article VI. FORCE MAJEURE

- A. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.

EXHIBIT G: SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement (“Agreement”) is entered into pursuant to the Master Services Agreement (“Master Agreement”) between Pinellas County (“CUSTOMER”) and AssetWorks LLC (“AssetWorks”), and is supplemental and subordinate to the Master Agreement, the terms of which shall prevail in the event of a conflict.

A. BACKGROUND

AssetWorks and CUSTOMER are parties to a Software License Agreement, Exhibit F of the Master Agreement, pursuant to which CUSTOMER has licensed certain software products (“Software” or “Product”) from AssetWorks.

The Software paid-up license fee includes a warranty without charge as set forth in the Software License Agreement.

The purpose of this Agreement is to set forth the terms and conditions upon which CUSTOMER has agreed to subscribe to support and maintenance for the Software (“Maintenance”) from AssetWorks.

B. TERMS AND CONDITIONS

1. Term

Maintenance shall commence immediately upon Go-Live and shall continue for a five (5) year term. The term shall automatically renew each year thereafter for an additional twelve (12) month period unless terminated as set forth below, subject to a not to exceed five percent (5%) annual increase cap for year 6 and beyond.

2. Correction of Deviations

In the event that the CUSTOMER encounters an error and/or malfunction (“Deviation”) in the Software, it shall communicate the circumstances and any supporting information to AssetWorks. Upon receipt, AssetWorks will respond as follows:

- a. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the CUSTOMER in accordance with AssetWorks’ normal Software revision schedule.
- b. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation.

3. Software Revisions and New Versions

- a. The Software may be revised by AssetWorks 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:
 - i. Revisions that the CUSTOMER is obliged to implement (“Mandatory Revisions”);
 - ii. Revisions that may be implemented by the CUSTOMER at its option (“Optional Revisions”).
 - iii. No charge shall be made to the CUSTOMER for either Mandatory Revisions or Optional Revisions.
- b. New products (“New Products”) may be added to the Software by AssetWorks from time to time. Compared to a Revision, New Products substantially improves the performance of the Software and/or substantially increases its functionality and capability. AssetWorks, in its sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Products for which there may be a charge.

4. Telephone Hotline Assistance

AssetWorks, 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 CUSTOMER relating to the application and operation of the Software. At other times such personnel are available by pager for emergencies.

EXHIBIT G: SOFTWARE MAINTENANCE AGREEMENT

5. Technical Literature

AssetWorks shall make available to the CUSTOMER all technical literature in electronic format that is considered by AssetWorks to be relevant to the Software and its use within the scope of CUSTOMER's operations.

6. Transmission

All Revisions and New Products will be made available for download by the CUSTOMER via access to the AssetWorks website or other suitable media, at the option of AssetWorks. The CUSTOMER shall be solely responsible for executing the appropriate instructions in order to transfer the Revisions or New Products onto its system.

7. Remote Diagnostic Access

The CUSTOMER shall provide appropriate remote access capabilities with which AssetWorks may, with the permission of the CUSTOMER, remotely access the Software for the purpose of remote diagnostics and support.

8. Proper Use

- a. Except as expressly authorized under this Agreement, CUSTOMER shall not modify the Source Code as defined in the Software License Agreement.
- b. The CUSTOMER agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused or modified without the express written permission of AssetWorks.
- c. In the event that the CUSTOMER or its agents misuses or modifies the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, AssetWorks is not obligated to correct such misuse.

9. Software Maintenance Fee – Paid Up License

In consideration of the Maintenance services to be provided by AssetWorks for the initial twelve month period hereunder, CUSTOMER shall pay to AssetWorks an amount set forth on Schedule A. For each twelve month period thereafter, CUSTOMER will pay to AssetWorks fees in accordance with this Agreement.

10. Additional Software Maintenance Fee – Paid Up License

In the event the CUSTOMER acquires Software in addition to that indicated in Schedule 1 of the Software License Agreement (the "Additional Software"), the Maintenance shall automatically be extended to cover the Additional Software, and the CUSTOMER shall pay an additional annual Maintenance fee in an amount equal to twenty percent (20%) of the then current license fee for the Additional Software at the time of acquisition.

11. Other Fees and Expenses

If onsite maintenance is required, the parties will establish by prior written agreement a not-to-exceed amount of compensation for AssetWorks' reasonable travel and living expenses. Payment Terms shall be as provided in the Master Agreement.

12. Default and Termination

- a. The CUSTOMER shall have the right to terminate Maintenance upon delivery of written notice at least ninety (90) days prior to any scheduled renewal date.
- b. AssetWorks may cancel Maintenance in the event that the CUSTOMER does not implement a Mandatory Revision within sixty (60) days of receipt thereof or such longer period as AssetWorks may consent to in writing. In the event that CUSTOMER does not implement a Mandatory Revision within thirty (30) days following receipt of written notice from AssetWorks of CUSTOMER's failure to implement a Mandatory Revision, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER.

EXHIBIT G: SOFTWARE MAINTENANCE AGREEMENT

- c. In the event of any breach of the terms and conditions of this Agreement by the CUSTOMER, AssetWorks will, by written notice to the CUSTOMER, give the CUSTOMER a period of thirty (30) days within which to institute remedies to correct such breach. In the event that such breach has not been corrected to AssetWorks' satisfaction within said thirty (30) day period, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER.
- d. In the event that Maintenance is terminated by AssetWorks, AssetWorks shall have no continuing obligations to the CUSTOMER of any nature whatsoever with respect to Maintenance. Furthermore, termination by AssetWorks pursuant to the provisions hereof shall be without prejudice to any right or recourse available to AssetWorks, and without prejudice to AssetWorks' right to collect any amounts, which remain due to it hereunder.

14. Force Majeure

Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including, without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.