

1 AGREEMENT

2 **34393**

3 THIS AGREEMENT is made and entered, in duplicate, as of June 15, 2016,
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting on June 14, 2016, by and between ASSETWORKS, LLC,
6 a Delaware limited liability company, with a place of business at 998 Old Eagle School
7 Road, Suite 1215, Wayne, Pennsylvania 19087 ("Contractor"), and the CITY OF LONG
8 BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with the acquisition and software implementation of FuelFocus, a
11 new fuel management system ("Project"); and

12 WHEREAS, City has selected Contractor in accordance with City's
13 administrative procedures using a Request for Proposals No. RFP FS16-014 including any
14 addendums ("RFP"), incorporated by this reference, for Fleet Fuel Management Software,
15 and City has determined that Contractor and its employees are qualified, licensed, if so
16 required, and experienced in performing these specialized services; and

17 WHEREAS, City desires to have Contractor perform these specialized
18 services, and Contractor is willing and able to do so on the terms and conditions in this
19 Agreement;

20 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
21 conditions in this Agreement, the parties agree as follows:

22 1. SCOPE OF WORK OR SERVICES.

23 A. Contractor shall furnish specialized services more particularly
24 described in Exhibit "A-1", attached to this Agreement and incorporated by this
25 reference, in accordance with the standards of the profession, and City shall pay for
26 these services in the manner described below, not to exceed One Million Thirty Two
27 Thousand Four Hundred Eighty Six Dollars (\$1,032,486) for the first year, thereafter,
28 a maintenance fee not to exceed Twenty Two Thousand Eight Hundred Twenty Five

1 (\$22,825) for year one, and Twenty Three Thousand Nine Hundred Sixty Six
2 (\$23,966) for year two, at the rates or charges shown in Exhibit "A-2".

3 B. City shall pay Contractor in due course of payments following
4 receipt from Contractor and approval by City of invoices showing the services or
5 task performed, the time expended (if billing is hourly), and the name of the Project.
6 Contractor shall certify on the invoices that Contractor has performed the services
7 in full conformance with this Agreement and is entitled to receive payment. Each
8 invoice shall be accompanied by Contractor's Project Manager project report(s)
9 related to the invoice period. Contractor shall promptly notify City of any Project
10 problems and potential causes of delay in performance. Where billing is done and
11 payment is made on an hourly basis, the parties acknowledge that this arrangement
12 is either customary practice for Contractor's profession, industry or business, or is
13 necessary to satisfy audit and legal requirements which may arise due to the fact
14 that City is a municipality.

15 C. Contractor represents that Contractor has obtained all
16 necessary information on conditions and circumstances that may affect its
17 performance and has conducted site visits, if necessary.

18 D. By executing this Agreement, Contractor warrants that
19 Contractor (a) has thoroughly considered the scope of services to be performed,
20 and (b) has carefully considered how the services should be performed under this
21 Agreement. If the services involve work upon any site, Contractor warrants that
22 Contractor will investigate the site and will be fully acquainted with the conditions
23 there existing, prior to commencement of services set forth in this Agreement.
24 Should Contractor discover any latent or unknown conditions that will materially
25 affect the performance of the services set forth in this Agreement, Contractor must
26 immediately inform the City of that fact and may not proceed except at Contractor's
27 risk until written instructions are received from the City.

28 E. Contractor must adopt reasonable methods during the life of

1 the Agreement to furnish continuous protection to the work, and the equipment,
2 materials, papers, documents, plans, studies and other components to prevent
3 losses or damages, and will be responsible for all damages, to persons or property,
4 until acceptance of the work by the City, except those losses or damages as may
5 be caused by the City's own negligence.

6 F. CAUTION: Contractor shall not begin work until this
7 Agreement has been signed by both parties and until Contractor's evidence of
8 insurance has been delivered to and approved by City.

9 2. TERM. The term of this Agreement shall commence at midnight on
10 September 1, 2016, and shall terminate at 11:59 p.m. on August 31, 2018, unless sooner
11 terminated as provided in this Agreement, or unless the services or the Project is
12 completed sooner. The parties have the option to renew for two additional one-year
13 periods for the ongoing maintenance.

14 3. COORDINATION AND ORGANIZATION.

15 A. Contractor shall coordinate its performance with City's
16 representative, if any, named in Exhibit "B", attached to this Agreement and
17 incorporated by this reference. Contractor shall advise and inform City's
18 representative of the work in progress on the Project in sufficient detail so as to
19 assist City's representative in making presentations and in holding meetings on the
20 Project. City shall furnish to Contractor information or materials, if any, described in
21 Exhibit "C", attached to this Agreement and incorporated by this reference, and shall
22 perform any other tasks described in the Exhibit.

23 B. The parties acknowledge that a substantial inducement to City
24 for entering this Agreement was and is the reputation and skill of Contractor's key
25 employee Joe Basile. City shall have the right to approve any person proposed by
26 Contractor to replace that key employee.

27 4. INDEPENDENT CONTRACTOR. In performing its services,
28 Contractor is and shall act as an independent contractor and not an employee,

1 representative or agent of City. Contractor shall have control of Contractor's work and the
2 manner in which it is performed. Contractor shall be free to contract for similar services to
3 be performed for others during this Agreement; provided, however, that Contractor acts in
4 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
5 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
6 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
7 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
8 the usual and customary rights, benefits or privileges of City employees. Contractor
9 expressly warrants that neither Contractor nor any of Contractor's employees or agents
10 shall represent themselves to be employees or agents of City.

11 5. INSURANCE.

12 A. As a condition precedent to the effectiveness of this
13 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
14 duration of this Agreement, from insurance companies that are admitted to write
15 insurance in California and have ratings of or equivalent to A:V by A.M. Best
16 Company or from authorized non-admitted insurance companies subject to Section
17 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
18 by A.M. Best Company, the following insurance:

19 (a) Commercial general liability insurance (equivalent in scope to
20 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
21 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
22 coverage shall include but not be limited to broad form contractual liability,
23 cross liability, independent contractors liability, and products and completed
24 operations liability. City, its boards and commissions, and their officials,
25 employees and agents shall be named as additional insureds by
26 endorsement (on City's endorsement form or on an endorsement equivalent
27 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
28 shall contain no special limitations on the scope of protection given to City,

1 its boards and commissions, and their officials, employees and agents. This
2 policy shall be endorsed to state that the insurer waives its right of
3 subrogation against City, its boards and commissions, and their officials,
4 employees and agents.

5 (b) Workers' Compensation insurance as required by the California
6 Labor Code and employer's liability insurance in an amount not less than
7 \$1,000,000. This policy shall be endorsed to state that the insurer waives
8 its right of subrogation against City, its boards and commissions, and their
9 officials, employees and agents.

10 (c) Professional liability or errors and omissions insurance in an
11 amount not less than \$1,000,000 per claim.

12 (d) Commercial automobile liability insurance (equivalent in scope
13 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
14 amount not less than \$500,000 combined single limit per accident.

15 B. Any self-insurance program, self-insured retention, or
16 deductible must be separately approved in writing by City's Risk Manager or
17 designee and shall protect City, its officials, employees and agents in the same
18 manner and to the same extent as they would have been protected had the policy
19 or policies not contained retention or deductible provisions.

20 C. Each insurance policy shall be endorsed to state that coverage
21 shall not be canceled except after thirty (30) days prior written notice to City, shall
22 be primary and not contributing to any other insurance or self-insurance maintained
23 by City, and shall be endorsed to state that coverage maintained by City shall be
24 excess to and shall not contribute to insurance or self-insurance maintained by
25 Contractor. Contractor shall notify City in writing within five (5) days after any
26 insurance has been voided by the insurer or cancelled by the insured, or in the event
27 any coverage is reduced.

28 D. If this coverage is written on a "claims made" basis, it must

1 provide for an extended reporting period of not less than one hundred eighty (180)
2 days, commencing on the date this Agreement expires or is terminated, unless
3 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
4 continuing coverage for a period of not less than three (3) years, commencing on
5 the date this Agreement expires or is terminated.

6 E. Contractor shall require that all sub-contractors or contractors
7 that Contractor uses in the performance of these services maintain insurance in
8 compliance with this Section unless otherwise agreed in writing by City's Risk
9 Manager or designee.

10 F. Prior to the start of performance, Contractor shall deliver to City
11 certificates of insurance and the endorsements for approval as to sufficiency and
12 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
13 insurance, furnish to City certificates of insurance and endorsements evidencing
14 renewal of the insurance. City reserves the right to require complete certified copies
15 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any
16 time. Contractor shall make available to City's Risk Manager or designee all books,
17 records and other information relating to this insurance, during normal business
18 hours.

19 G. Any modification or waiver of these insurance requirements
20 shall only be made with the approval of City's Risk Manager or designee. Not more
21 frequently than once a year, City's Risk Manager or designee may require that
22 Contractor, Contractor's sub-Contractors and contractors change the amount,
23 scope or types of coverages required in this Section if, in his or her sole opinion, the
24 amount, scope or types of coverages are not adequate.

25 H. The procuring or existence of insurance shall not be construed
26 or deemed as a limitation on liability relating to Contractor's performance or as full
27 performance of or compliance with the indemnification provisions of this Agreement.

28 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement

1 contemplates the personal services of Contractor and Contractor's employees, and the
2 parties acknowledge that a substantial inducement to City for entering this Agreement was
3 and is the professional reputation and competence of Contractor and Contractor's
4 employees. Contractor shall not assign its rights or delegate its duties under this
5 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
6 of City, except that Contractor may with the prior approval of the City Manager of City,
7 assign any moneys due or to become due Contractor under this Agreement. Any
8 attempted assignment or delegation shall be void, and any assignee or delegate shall
9 acquire no right or interest by reason of an attempted assignment or delegation.
10 Furthermore, Contractor shall not subcontract any portion of its performance without the
11 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
12 or contractor without approval prior to the substitution. City hereby expressly approves the
13 use of the sub-Contractors listed in Contractor's Response to the City's RFP No. FS16-
14 014. Nothing stated in this Section shall prevent Contractor from employing as many
15 employees as Contractor deems necessary for performance of this Agreement.

16 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
17 certifies that, at the time Contractor executes this Agreement and for its duration,
18 Contractor does not and will not perform services for any other client which would create a
19 conflict, whether monetary or otherwise, as between the interests of City and the interests
20 of that other client. And, Contractor shall obtain similar certifications from Contractor's
21 employees, sub-Contractors and contractors.

22 8. MATERIALS. Contractor shall furnish all labor and supervision,
23 supplies, materials, tools, machinery, equipment, appliances, transportation and services
24 necessary to or used in the performance of Contractor's obligations under this Agreement,
25 except as stated in Exhibit "C".

26 9. OWNERSHIP OF DATA AND GRANT OF LICENSE. This Agreement
27 is not a work for hire agreement. Contractor shall retain sole ownership of all intellectual
28 property and any derivatives thereof related to the Software, and City shall retain sole

1 ownership of all City data created in connection with this Agreement ("Data"), neither of
2 which shall be made available to any person or entity for use without the prior approval of
3 the owner.

4 10. TERMINATION. Either party shall have the right to terminate this
5 Agreement for any reason or no reason at any time by giving sixty (60) calendar days prior
6 notice to the other party. In the event of termination under this Section, City shall pay
7 Contractor for services satisfactorily performed and costs incurred up to the effective date
8 of termination for which Contractor has not been previously paid. The procedures for
9 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
10 termination, Contractor shall deliver to City all Data developed or accumulated in the
11 performance of this Agreement, whether in draft or final form, or in process. And,
12 Contractor acknowledges and agrees that City's obligation to make final payment is
13 conditioned on Contractor's delivery of the Data to City.

14 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
15 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
16 performing its services, during the term of this Agreement and for five (5) years following
17 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
18 all information, whether written, oral or visual, obtained by any means whatsoever in the
19 course of performing its services for the same period of time. Contractor shall not disclose
20 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
21 of others except for the purpose of this Agreement.

22 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
23 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
24 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
25 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
26 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
27 to subpoena or court order.

28 13. ADDITIONAL SERVICES. The City has the right at any time during

1 the performance of the services, without invalidating this Agreement, to order extra work
2 beyond that specified in the RFP or make changes by altering, adding to or deducting from
3 the work. No extra work may be undertaken unless a written order is first given by the City,
4 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
5 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
6 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
7 City Representative. Any greater increases, taken either separately or cumulatively, must
8 be approved by the City Council. It is expressly understood by Contractor that the
9 provisions of this paragraph do not apply to services specifically set forth in the RFP or
10 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
11 the services to be provided pursuant to the RFP may be more costly or time consuming
12 than Contractor anticipates and that Contractor will not be entitled to additional
13 compensation for the services set forth in the RFP.

14 14. RETENTION OF FUNDS. City may deduct from any amount payable
15 to Contractor the amounts of which may be in dispute or that are necessary to compensate
16 the City for any losses, costs, liabilities or damages suffered by the City, and/or the
17 amounts for which the City may be liable to third parties, by reason of Contractor's acts or
18 omissions in performing or failing to perform Contractor's obligations under this Agreement,
19 provided that the City notifies Contractor in writing of any amount to be withheld ten (10)
20 days prior to the withholding. In the event that any claim is made by a third party, the
21 amount or validity of which is disputed by Contractor, or any indebtedness exists that
22 appears to be the basis for a claim of lien, the City may withhold from any payment due,
23 without liability for interest because of the withholding, an amount sufficient to cover the
24 claim, provided that the City notifies Contractor in writing of any amount to be withheld ten
25 (10) days prior to the withholding. The failure of the City to exercise the right to deduct or
26 to withhold will not, however, affect the obligations of Contractor to insure, indemnify and
27 protect the City as elsewhere provided in this Agreement.

28 15. AMENDMENT. This Agreement, including all Exhibits, shall not be

1 amended, nor any provision or breach waived, except in writing signed by the parties which
2 expressly refers to this Agreement.

3 16. LAW. This Agreement shall be construed in accordance with the laws
4 of the State of California, and the venue for any legal actions brought by any party with
5 respect to this Agreement shall be the County of Los Angeles, State of California for state
6 actions and the Central District of California for any federal actions. Contractor shall cause
7 all work performed in connection with construction of the Project to be performed in
8 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
9 county or municipal governments or agencies (including, without limitation, all applicable
10 federal and state labor standards, including the prevailing wage provisions of sections 1770
11 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any
12 fire marshal, health officer, building inspector, or other officer of every governmental
13 agency now having or hereafter acquiring jurisdiction. If any part of this Agreement is found
14 to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it
15 is in conflict with any applicable laws, but the remainder of the Agreement will remain in full
16 force and effect.

17 17. PREVAILING WAGES.

18 A. Contractor agrees that all public work (as defined in California
19 Labor Code section 1720) performed pursuant to this Agreement (the "Public
20 Work"), if any, shall comply with the requirements of California Labor Code sections
21 1770 *et seq.* City makes no representation or statement that the Project, or any
22 portion thereof, is or is not a "public work" as defined in California Labor Code
23 section 1720.

24 B. In all bid specifications, contracts and subcontracts for any
25 such Public Work, Contractor shall obtain the general prevailing rate of per diem
26 wages and the general prevailing rate for holiday and overtime work in this locality
27 for each craft, classification or type of worker needed to perform the Public Work,
28 and shall include such rates in the bid specifications, contract or subcontract. Such

1 bid specifications, contract or subcontract must contain the following provision: "It
2 shall be mandatory for the contractor to pay not less than the said prevailing rate of
3 wages to all workers employed by the contractor in the execution of this contract.
4 The contractor expressly agrees to comply with the penalty provisions of California
5 Labor Code section 1775 and the payroll record keeping requirements of California
6 Labor Code section 1771."

7 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
8 constitutes the entire understanding between the parties and supersedes all other
9 agreements, oral or written, with respect to the subject matter in this Agreement.

10 19. INDEMNITY.

11 A. Contractor shall indemnify, protect and hold harmless City, its
12 Boards, Commissions, and their officials, employees and agents ("Indemnified
13 Parties"), from and against any and all third party liability, claims, demands, damage,
14 loss, obligations, causes of action, proceedings, awards, fines, judgments,
15 penalties, costs and expenses, including attorneys' fees, court costs, expert and
16 witness fees, and other costs and fees of litigation, arising or alleged to have arisen,
17 in whole or in part, out of or in connection with (1) Contractor's breach or failure to
18 comply with any of its obligations contained in this Agreement, or (2) negligent or
19 willful acts, errors, omissions or misrepresentations committed by Contractor, its
20 officers, employees, agents, subcontractors, or anyone under Contractor's control,
21 in the performance of work or services under this Agreement (collectively "Claims"
22 or individually "Claim").

23 B. In addition to Contractor's duty to indemnify, Contractor shall
24 have a separate and wholly independent duty to defend Indemnified Parties at
25 Contractor's expense by legal counsel approved by City, from and against all
26 Claims, and shall continue this defense until the Claims are resolved, whether by
27 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
28 breach, or the like on the part of Contractor shall be required for the duty to defend

1 to arise. City shall promptly notify, in writing, Contractor following receipt of any
2 such Claim, shall tender the defense of the Claim to Contractor, and shall assist
3 Contractor, as may be reasonably requested, in the defense.

4 C. If any Claim brought against the City is based on a claim that
5 the Software supplied by Contractor infringes on a United States patent or copyright,
6 Contractor will pay those costs and damages finally awarded against City in any
7 such action attributable to any such claim; provided, such defense and payments
8 are conditioned on the following: (1) that Contractor shall be promptly notified in
9 writing by City following its receipt of any such claim; and (2) should the Software
10 become, or in Contractor's opinion is likely to become, the subject of a claim of
11 infringement of a United States patent or copyright, then City shall permit Contractor,
12 at its option and expense, either to (A) procure for City a non-infringing license to
13 use the Software; (B) modify the Software so that it becomes non-infringing; or (C)
14 procure for City a depreciated credit for the Software and accept its return.
15 Depreciation shall be an equal amount per year over the lifetime of the Software,
16 which the parties agree shall be five (5) years. Contractor shall have no liability to
17 City under any provision of this Section 19.C with respect to any claim of patent or
18 copyright infringement that is based on City's unauthorized use of or combination of
19 the Software with software or data not supplied by Contractor as part of the
20 Software.

21 D. If a court of competent jurisdiction determines that a Claim was
22 caused by the sole negligence or willful misconduct of Indemnified Parties,
23 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the
24 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
25 percentage of willful misconduct attributed by the court to the Indemnified Parties.

26 E. The provisions of this Section shall survive the expiration or
27 termination of this Agreement.

28 F. Contractor's liability for (A) and (B) of this Section shall not

1 exceed the amount of fees paid to Contractor

2 20. LIMITATION OF LIABILITY. Total liability for either party for any
3 and all damages whatsoever arising out of or in any way related to this Agreement from
4 any cause, including but not limited to negligence, errors, omissions, strict liability, breach
5 of contract or breach of warranty shall not, in the aggregate, exceed fees paid to Contractor.
6 In the event of any claim brought by one party against another hereunder, neither party
7 shall be liable for any special, punitive, exemplary, indirect, consequential or incidental
8 damages of any kind, including but not limited to lost revenue, lost profits, replacement
9 goods, loss of technology rights or services, loss of data, or interruption or loss of use of
10 software or any portion thereof, regardless of the legal theory under which such damages
11 are sought even if the party has been advised of the likelihood of such damages, and
12 notwithstanding any failure of essential purpose of any limited remedy. The claiming party
13 shall also be obliged to take reasonable steps to mitigate its losses or damages.

14 21. FORCE MAJEURE. If any party fails to perform its obligations
15 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
16 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
17 governmental regulations, governmental controls, judicial orders, enemy or hostile
18 governmental action, civil commotion, fire or other casualty, or other causes beyond the
19 reasonable control of the party obligated to perform, then that party's performance will be
20 excused for a period equal to the period of such cause for failure to perform.

21 22. AMBIGUITY. In the event of any conflict or ambiguity between this
22 Agreement and any Exhibit, the provisions of this Agreement shall govern.

23 23. NONDISCRIMINATION.

24 A. In connection with performance of this Agreement and subject
25 to applicable rules and regulations, Contractor shall not discriminate against any
26 employee or applicant for employment because of race, religion, national origin,
27 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
28 disability. Contractor shall ensure that applicants are employed, and that employees

1 are treated during their employment, without regard to these bases. These actions
2 shall include, but not be limited to, the following: employment, upgrading, demotion
3 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
4 or other forms of compensation; and selection for training, including apprenticeship.

5 24. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
6 accordance with the provisions of the Ordinance, this Agreement is subject to the
7 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
8 Long Beach Municipal Code, as amended from time to time.

9 A. During the performance of this Agreement, the Contractor
10 certifies and represents that the Contractor will comply with the EBO. The
11 Contractor agrees to post the following statement in conspicuous places at its place
12 of business available to employees and applicants for employment:

13 "During the performance of a contract with the City of Long Beach, the
14 Contractor will provide equal benefits to employees with spouses and its
15 employees with domestic partners. Additional information about the City of
16 Long Beach's Equal Benefits Ordinance may be obtained from the City of
17 Long Beach Business Services Division at 562-570-6200."

18 B. The failure of the Contractor to comply with the EBO will be
19 deemed to be a material breach of the Agreement by the City.

20 C. If the Contractor fails to comply with the EBO, the City may
21 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
22 to become due under the Agreement may be retained by the City. The City may
23 also pursue any and all other remedies at law or in equity for any breach.

24 D. Failure to comply with the EBO may be used as evidence
25 against the Contractor in actions taken pursuant to the provisions of Long Beach
26 Municipal Code 2.93 et seq., Contractor Responsibility.

27 E. If the City determines that the Contractor has set up or used its
28 contracting entity for the purpose of evading the intent of the EBO, the City may

1 terminate the Agreement on behalf of the City. Violation of this provision may be
2 used as evidence against the Contractor in actions taken pursuant to the provisions
3 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

4 25. NOTICES. Any notice or approval required by this Agreement shall
5 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
6 postage prepaid, addressed to Contractor at the address first stated above, and to City at
7 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
8 to the City Clerk at the same address. Notice of change of address shall be given in the
9 same manner as stated for other notices. Notice shall be deemed given on the date
10 deposited in the mail or on the date personal delivery is made, whichever occurs first.

11 26. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
12 that Contractor has not employed or retained any entity or person to solicit or obtain this
13 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
14 commission or other monies based on or from the award of this Agreement. If Contractor
15 breaches this warranty, City shall have the right to terminate this Agreement immediately
16 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
17 due under this Agreement or otherwise recover the full amount of the fee, commission or
18 other monies.

19 27. WAIVER. The acceptance of any services or the payment of any
20 money by City shall not operate as a waiver of any provision of this Agreement or of any
21 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
22 Agreement shall not constitute a waiver of any other or subsequent breach of this
23 Agreement.

24 28. CONTINUATION. Termination or expiration of this Agreement shall
25 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
26 18, 21 and 28 prior to termination or expiration of this Agreement.

27 29. TAX REPORTING. As required by federal and state law, City is
28 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.

1 Contractor shall be solely responsible for payment of all federal and state taxes resulting
2 from payments under this Agreement. Contractor shall submit Contractor's Employer
3 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
4 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
5 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
6 Contractor provides one of these numbers.

7 30. ADVERTISING. Contractor shall not use the name of City, its officials
8 or employees in any advertising or solicitation for business or as a reference, without the
9 prior approval of the City Manager or designee.

10 31. AUDIT. City shall have the right at all reasonable times during the
11 term of this Agreement and for a period of five (5) years after termination or expiration of
12 this Agreement to examine, audit, inspect, review, extract information from and copy all
13 books, records, accounts and other documents of Contractor relating to this Agreement.

14 32. THIRD PARTY BENEFICIARY. This Agreement is not intended or
15 designed to or entered for the purpose of creating any benefit or right for any person or
16 entity of any kind that is not a party to this Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

ASSETWORKS, LLC, a Delaware limited liability company

September 7, 2016

By Mark Miller
Name Mark Miller
Title CEO

NEED SIGN HERE

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Sept. 20, 2016

By T. Blum
City Manager Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on September 14, 2016.

CHARLES PARKIN, City Attorney
By Charles Parkin
Deputy

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EXHIBIT "A-1"

Scope of Work/Services

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Section 7 - Project Specifications/Scope of Work

7.1. SPECIFICATIONS

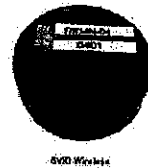
The new system shall control, authorize and record the dispensing of vehicle fuel products as a standalone system, capable of unattended operation at 11 fueling sites, 7 days a week, 24 hours a day. The new system must interface with all on-site Veeder Root units and the M-5 Fleet Management System. The new system must allow for manual refueling in the event of communications or system malfunction. It shall also be used at current and future alternative fueling sites (CNG, LNG, Propane, etc.).

The FuelFocus System meets or exceeds all of the above requirements. While the system as a standard requires realtime access to FleetFocusM5 for authorizations and transaction processing, there is full redundancy should either FleetFocus server be down or network connectivity to the fuel island be lost. Up to three times daily, FleetFocus automatically updates all FuelFocus Island Controllers with a full list of vehicles, authorized products, tank capacities, etc and all employee information so that should connectivity be lost all authorizations will take place within the Island Controller.

7.2. FUNCTIONALITY

7.2.1. Fueling

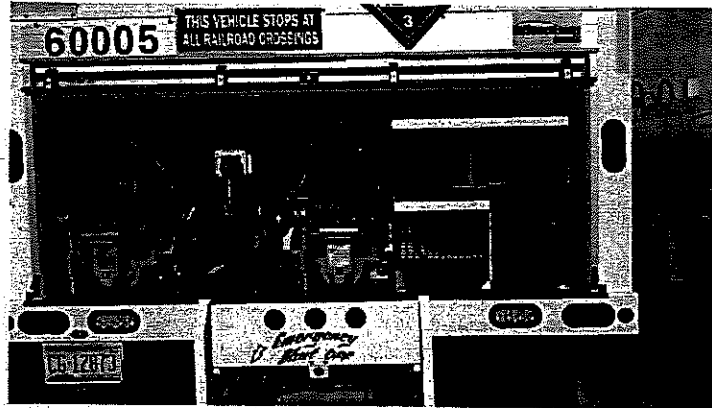
7.2.1.1. Specify system's availability to identify and control fuel issued to gas cans. AssetWorks recommends the use of a HID key assigned to departments to be used for gas cans – however we also have options for RFID tags, or keypad entry. Optionally a SVID tag only can be installed on a gas can.



7.2.1.2. Specify system's ability to function with mobile refueling done by a City fuel truck. AssetWorks has a fully functioning system designed for mounting on a fuel truck. The FuelFocus® Mobile Controller is a complete fuel management solution made for mounting on a mobile fuel truck. The Mobile Controller is installed in the fuel tanker cab or rear compartment on the vehicle. It is connected to the tankers fuel meter pulser and an electric solenoid valve that must be installed. The Mobile Controller is designed to provide a solution where the capture of valid fueling activity is imperative in a mobile fueling environment. The Mobile Controller has all the same capabilities as the FuelFocus® Island Controller; with the capability of monitoring two hoses. This means that you can utilize the keypad, proximity keys, cards, or RF Vehicle ID devices. There is also an option for using a wireless handheld device for remote authorization of the Mobile Controller. The Mobile Controller can provide the same REALTIME authorization with the FleetFocus™ database if connected either with Cradlepoint Cellular Modem (shown on pricing as optional) or a

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wireless LAN and within this wireless LAN's coverage area. When the Mobile Controller loses connectivity by driving outside of this range, it will continue to operate like the standard Island Controller by utilizing the whitelist of vehicles stored in internal memory and is updated daily from the FleetFocus™ server. Once the Mobile Controller comes back within wireless range, the network is automatically recognized and all transactions performed in the field are automatically uploaded and a new whitelist is downloaded. See picture below. AssetWorks has included pricing for four of these units (one for each existing truck and one each for two new trucks). Trucks will need to be "Mobile Controller Ready" which entails adding a solenoid valve to each product line, pulsers on meters, and mounting of hardware.



7.2.1.3.

Describe provisions for manual operation of fuel dispensers, if system goes down.

7.2.1.3.1. **Include description of data stored and independent functionality of fuel site controller.**

While the system as a standard requires realtime access to FleetFocusM5 for authorizations and transaction processing, there is full redundancy should either FleetFocus server be down or network connectivity to the fuel island be lost. Up to three times daily, FleetFocus automatically updates all FuelFocus Island Controllers with a full list (whitelist) of vehicles, authorized products, tank capacities, etc and all employee information so that should connectivity be lost all authorizations will take place within the Island Controller. Should there be a hardware failure of some kind, each Island Controller has a separate switch per hose located inside the fuel controller that can be accessed via key and placed into bypass. There is also a "Managers Bypass" function that can be utilized.

7.2.1.3.2. **If flash memory utilized.**

All FuelFocus Island Controllers come with a 4 GB industrial flash card for all data. While all data is sent to FleetFocus in realtime, should connectivity be lost all data is stored in non-volatile memory.

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- 7.2.1.4. Describe system's ability to provide message notification to drivers obtaining fuel.**
Messages can be sent automatically from FleetFocus to the Island Controller. Messages can simply be displayed or require acknowledgement.
- 7.2.1.5. Describe system's ability to deny fueling based on a vehicle exceeding a PM schedule (by hours, mileage, or gallons consumed.)** If a vehicle is flagged for PM due, there is a user definable field in FleetFocus that states once message is sent the vehicle is allowed to fuel X number of times. If set to "2", then the third time this vehicle comes to fuel it will be denied.

7.2.2. System

- 7.2.2.1. System is required to be reliable, with the ability to perform daily transactions unattended 24/7 and 365 days each year.**
FuelFocus complies and has plenty of references to attest to the reliability of the system.

- 7.2.2.2. System shall automatically identify the vehicle and it's authorized fueling parameters.**
Once the nozzle is inserted into the vehicle and pump number is selected at the Island Controller, a request for fueling is sent via TCP/IP to the FleetFocus database. FleetFocus sends back quantity allowed, products allowed, acceptable mileage parameters, if a second meter is required, and if employee ID is required. If all parameters are met then fuel will be granted.

- 7.2.2.2.1 List the parameters (limits, restrictions, etc.) that can be used to authorize and control fueling.**

User set pump time-outs by island - This feature allows the user to define how long a hose may be "off hook" and not dispensing fuel before the pump authorization is terminated. This reduces the chances of a second vehicle filling under the authorization of the previous vehicle when not using RFID technology

User set meter entry check - This feature allows the user to set the number of times to query the user when an invalid meter reading is entered. Further parameters include whether fuel should or should not be dispensed without a valid meter entry. This feature is available down to the unit level

Fill quantity edited against tank size and meter - This feature allows the user to control the amount of fuel dispensed against the vehicle tank size and against a validated meter reading and the expected consumption based on its last several fuelings

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Fuel type to vehicle cross check - The type of fuel to be dispensed is edited against the fuel type of the vehicle to prevent such occurrences as gasoline being pumped into a diesel vehicle

Preventative Maintenance Cut Off or Limits - This optional feature allows the FuelFocus® Island Controller to notify a vehicle if it is overdue for a PM by displaying a message to the operator during the authorization process. A parameter may be optionally set to limit or cut off fuel dispensing if the vehicle is severely overdue

Number of fuelings per day - The FuelFocus® System can limit the number of times a vehicle can fuel in a calendar day

Employee ID Required Per Vehicle - This feature allows the versatility of requiring an employee ID for a fuel authorization on some vehicles while not requiring it on others. This feature is available down to the unit level

Support Employee and/or Vehicle Pin Number - This enhancement allows for the capture of an employee or vehicle PIN number in addition to the Employee ID or Vehicle ID number as an extra level of security. This feature is available down to the individual employee level.

7.2.2.3.

Describe system's security authorization process; City requires ability to use a secondary security credential via employee ID cards (AWID).

The FuelFocus® Island Controller is adaptable to most any reader available on the market today, including Proximity Cards or Keys from HID, AWID, Motorola Indala, GE Security, Honeywell and others. Note that all keys and cards from HID and others, as opposed to a proprietary key offered by competitors, come with an unlimited warranty directly from the manufacturer against defects in workmanship and loss of programming.



7.2.2.4.

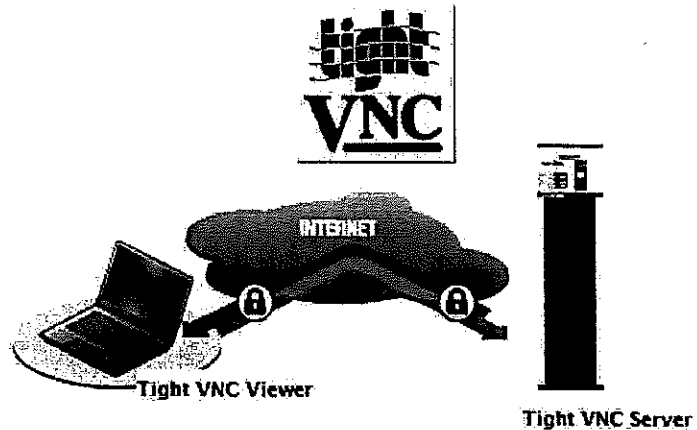
Describe ability for Fleet Services staff to perform remote diagnostics of fuel terminal systems.

AssetWorks supplies our clients with many tools that assist the client in utilizing the FuelFocus System. These tools include:

TightVNC Viewer - Tight VNC (Remote Administrator) comes licensed on every FuelFocus® Island Controller and is the world famous, award winning secure remote control and access software which enables you to access the FuelFocus® Island Controller remotely. This very powerful tool allows you to perform system upgrades remotely, and copy and analyze log files. The FuelFocus® Island Controller stores every keypunch, card read, RF Vehicle ID Box read, and responses sent to the display to prompt the user for every transaction. These log files are kept for a period of sixty (60) days – with the oldest day being deleted to make room for the latest. This allows a user to go back and recreate any transaction days after the fact if a problem has been reported. No competitive system

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known has this unique capability. Use of this package should be limited to experienced users only. See diagram below



ICU Health Check - Both the fuel management system and the ICUs come equipped with ICU Health Check, which regularly monitors to ensure that all ICUs are online. At regular intervals throughout the day (default is every 30 minutes, but frequency can be adjusted by the user), the system checks that the ICUs are communicating with the server. If there is any loss of communication, an email with details of the communication loss is automatically sent to whomever has been designated to receive these notifications.

Notifications – notifications will automatically be sent in the event of pulser failure, Veeder Root alarms, and nozzle tag at 10% battery level remaining.

7.2.2.5. Describe system's ability to remotely open a pump and control a transaction.

FleetFocusM5 has a screen called Authorize One Time Fueling. Under this method a Long Beach employee would call a fuel help desk within the City of Long Beach to state he cannot fuel. The help desk employee would request site location, hose number, vehicle ID, mileage, employee ID and would fill in this data on the screen. All data is validated against the FleetFocus database and if correct this screen will issue a one-time fuel authorization. The driver would then proceed to the Island Controller and enter this authorization number and be allowed to fuel only on the hose specified. This number would not work again or at any other site. All transaction data is then recorded in FleetFocus at the end of the transaction.

7.2.2.6. Describe system's ability to perform over-the-air reprogramming.

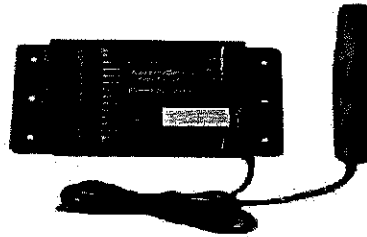
The FuelFocus Island Controller can be programmed remotely as stated above. The on board vehicle black box does not need to be programmed over the air. Once a vehicle is installed and programmed there is never a

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need to reprogram it until it is removed from existing vehicle to be reinstalled in a different vehicle. Mechanics are trained as a business process to flash any box when installing it to ensure latest version.

7.2.2.7.

Describe system's ability to provide passive (after-the-fact) GPS tracking, if available, and what additional components/cost would be required, if any. The FJ3 (FleetJournal III) box is the newest version of on board radio frequency vehicle identification box in the AssetWorks arsenal. While the base model is equivalent to the on



board device we have been selling for over twenty years, the new unit has significant more processing and storage capability. Think of your computer ten years ago – and what the latest devices can do today. This

is the premise of our new FleetJournal III platform and while we started it at the basics of the original unit, we now have the option to add additional functionality like passive GPS, driver behavior and tire pressure monitoring. We have a few thousand of these units on the street and all has been working well. Like its predecessor, this unit can capture one or two meters, engine measurements such as low oil pressure, high speed, high rpm's, (to mention a few) along with any diagnostic trouble code the engine sends out. What is unique about our system is that these trouble codes and engine measurements are fully integrated in our FleetFocus Maintenance Software so as opposed to just being able to report off of these codes, our software can automatically generate service requests, notifications to users and open work orders to actually schedule and make the necessary repairs before they turn into larger issues. We also have a few clients that have added the newest option of passive GPS and they have reported back they are very content with this new functionality. The pilot for these two clients is deemed a success and now the mapping data is being folded into FleetFocusM5 as an optional module utilizing API's. Optional Passive GPS pricing costs are shown in our pricing pages. Basic reporting functionality detailing starts and stops and cookie trails of route will be included. The FJ3 gets installed in the vehicle cab under the dash and is connected to the vehicle diagnostic port for hot, ground, data + and data – for capturing information from either heavy duty or light duty vehicles. The antenna shown in the picture above gets installed on the windshield or in the "A" pillar of the vehicle. The FJ3 then can either utilize a stand-alone active tag (has an internal battery) at the fuel tank for ensuring the nozzle remains in the tank during the fueling process or a wired fuel inlet antenna that does not have a battery and is hard wired to the FJ3 box. Long Beach can mix and match this feature as so desired. The

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proposed battery life of an active tag (wireless solution between FJ3 and fuel inlet) is based on frequency of usage but is expected to last approximately four years. When this tag loses its power it will need to be replaced.

7.2.2.8. Confirm system is compatible with the City's existing fuel dispensing equipment.

The FuelFocus system is compatible with the existing dispensing equipment at the City of Long Beach. It is the intent of AssetWorks to reutilize all existing wiring between the EJ Ward Controller and all dispensers except as where noted by Tait Environmental as needing changed in site survey documents.

7.2.3. Data and reporting

7.2.3.1. Specify your ability to convert current Long Beach fuel system data. AssetWorks assumes all transaction data from the EJ Ward system is being uploaded into FleetFocusMS already. As FleetFocus is the software utilized by FuelFocus, there is no need for additional conversions.

7.2.3.2. Specify system's ability to collect information from two meters per vehicle (mileage and hours).

The proposed FJ3 box can capture two meters, along with engine measurements, and diagnostic trouble codes.

7.2.3.3. Describe system's method of data capture for mileage and hours.

7.2.3.3.1. If the data is captured directly from the ECU or calculated.

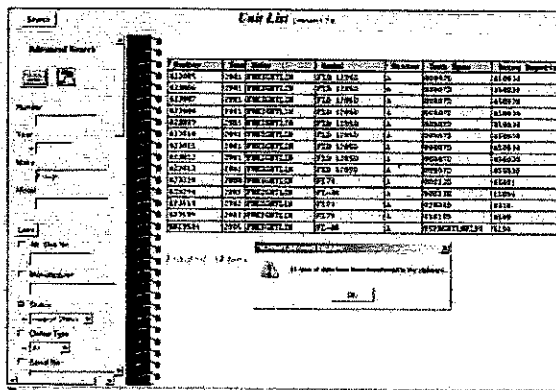
The data is captured directly from the ECU on all makes of vehicles except Chrysler. On Chrysler vehicles it is calculated based on speed and time obtained from the ECM.

7.2.3.4. Describe system's reporting capabilities in detail.

The AssetWorks FleetFocus application has several standard and optional tools that can be used to extract, report and analyze data collected by the application. Among the tools available in FleetFocus to support data reporting and analysis are:

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List of Values – Every primary data object (units, parts, departments, locations, vendors, employees, etc.) and reference (tech spec, reason codes, mcc, category, etc.) has a look-up functionality called List of Values (LOV). This functionality lets users search for a particular record or set of records by filtering on the key value, descriptions and other attributes or references linked to the key. A copy to clipboard functionality allows the user to copy the filtered grid to the MSOffice clipboard and then paste the grid into Excel, Word or other Office application. This standard feature can be used to extract basic lists of records or codes from the application to be used to create simple spreadsheet reports or support building of lookup tables outside the application. Generally the Information available from this tool is descriptive attributes and values linked to the primary record. This tool did replace standard reports for generating lists of codes. There is a limitation on the maximum number of rows that can be displayed and extracted.



	A	B	C	D	E	F	G
	Number	Year	Make	Model	Balance	Tech Spec	Using Department
1							
2	42006	2001	FREIGHTLIN	FLD 120SD A	00007D		45003D
3	42006	2001	FREIGHTLIN	FLD 120SD A	00007D		45003D
4	42007	2001	FREIGHTLIN	FLD 120SD A	00007D		45003D
5	42008	2001	FREIGHTLIN	FLD 120SD A	00007D		45003D
6	42008	2001	FREIGHTLIN	FLD 120SD A	00007D		45003D
7	42010	2001	FREIGHTLIN	FLD 120SD A	00007D		45003D
8	42011	2001	FREIGHTLIN	FLD 120SD A	00007D		45003D
9	42012	2001	FREIGHTLIN	FLD 120SD A	00007D		45003D
10	42013	2001	FREIGHTLIN	FLD 120SD A	00007D		45003D
11	42010	2000	FREIGHTLIN	FL7D	A	00012D	45001
12	42014	2001	FREIGHTLIN	FL7D	A	00013D	43104
13	42014	2002	FREIGHTLIN	FL7D	A	00014D	4310
14	42028	2002	FREIGHTLIN	FL7D	A	01018D	4100
15	50028	2005	FREIGHTLIN	FL7D	A	00101FL7D	5100
16							
17							
18							
19							
20							
21							

On-Line Queries – FleetFocus has several dozen screens in the on-line user interface that have the specific purpose of querying transactions and history stored in the application. Each screen has a particular purpose and data set that it is tied too. For example, the Work Order Query screen lets users search for work orders and displays the work order number, unit, status, key dates, costs, reasons, job codes and notes. Users have filters at the top of the page to select records for a particular unit, by classifications, locations, type of job, reason code and date ranges among others. Based on which filters are used, the screen returns the selected record in a grid displayed at the bottom of the page. Users can sort by the columns in the grid. On some screens users can also update the values in open grid cells.

Every grid has a small paper icon in the upper right-hand corner that allows the user to copy the grid and its contents to the MSOffice clipboard and then paste the results in a spreadsheet or document. Where the List of Values extracts keys and descriptive attributes, the queries can be used to extract transactions and summarized history for a particular record or set of records matching the filter criteria. This allows users to extract say the repair history or fuel transactions of a unit or set of units; pending work requests for a location or department; or the period-by-period cost history of a unit or department. Once extracted, the data can be manipulated in a spreadsheet to support further analysis, such as pivot tables and summaries.

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Work Order Query (Version 1.7.6)

Selection Criteria

Unit: Job Code:

MCC: Job Reason:

Tech Spec.: System Code:

Location:

Statuses: Open Completed Closed

Work Order Open Date Range

Start: 07-Jul-2003 End: 07-Jul-2004

Unit 420036 Query Results (Loaded 12 records)

Unit	WO No.	WO Location	WO Status	Make	Job Code	Job Open Date	Job Location	Job Rec.	Job Status	Labor Cost	Part Cost	Comm/Job Cost	Notes
420036	147771	FTHLSM	OPEN	10000	02-13-013	27-May-2004	NORMM	O	WFA	\$0.00	\$50.00	\$0.00	
420036	147771	FTHLSM	OPEN	10000	06-PM-PMA	05-May-2004	NORMM	P	WFA	\$129.00	\$8.01	\$232.80	
420036	147411	NORMM	CLOSED	10000	06-PM-PMA	03-Dec-2003	NORMM	P	DCN	\$0.00	\$0.00	\$0.00	
420036	147391	NORMM	CLOSED	8900	50-B8	04-Nov-2003	NORMM	H	DCN	\$0.00	\$0.00	\$21.20	
420036	147371	NORMM	CLOSED	8471	50-B8	04-Nov-2003	NORMM	H	DCN	\$0.00	\$0.00	\$12.83	
420036	147381	NORMM	CLOSED	8900	01-17	27-Oct-2003	NORMM	O	DCN	\$43.02	\$0.00	\$0.00	

Standard Reports – FleetFocus includes over 250 standard reports that have been written with the Crystal Reports report writing application. Each report is an .RPT file that is loaded on the Business Object Enterprise report server. AssetWorks has developed a custom interface for FleetFocus to allow users to organize and filter the report; and then set when the report will run, where it will be delivered and what output format the report will take. Most reports get delivered on-line via the user's report in-bin or can be printed directly to a server. Application users are not required to ever access the Crystal Reports or Business Objects Enterprise applications.

Part of the user interface is to let users organize the report by selecting report parameters that determine how the records in the report will be grouped and sorted; and to filter the report by selecting from fields in the database tables and views supporting the report, which records will appear in the report. Once the parameters and filters are selected, users have the option of saving these settings and recalling them for use in a future report or to run as a reoccurring report.

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The ability to change grouping options and filters, allows a standard report layout and content to support dozens of potential combinations. A cost history report for example can be setup to be grouped by category and filtered by a set of dates and a department to become a period report by department and category of units. That same report could be filtered for a particular category and grouped by department to be a corporate level summary of costs for one group of units, broken up by site. It takes some experimentation with the groupings and filters and the large number of options available can be daunting to some users, but the design and interfaces allows for a single report file to do the job of multiple reports and screen pages if each possible common dimension combination was hard-coded into the report layouts.

Inventory Full Journal

(Version 2.4.8.3)

Parameter File Name: **SAMPLE**

Report Prompts

Group 1:
 Group 2:
 Sort by: Include Markup? No Transaction Count >=
 Hide Details? No

Inv Part In Stems (Loaded 100 records)

Enabled	Field	Operator	Value	High Value
<input type="checkbox"/>	Price System Std	equal		
<input checked="" type="checkbox"/>	Inventory Location	equal	HORU	
<input type="checkbox"/>	Transaction Code	equal		
<input checked="" type="checkbox"/>	Transaction Date	greater than	BTY	
<input checked="" type="checkbox"/>	Transaction Date and Time	equal		
<input type="checkbox"/>	Billed FD	equal		
<input type="checkbox"/>	Quantity	equal		
<input type="checkbox"/>	Unit Cost	equal		

The scheduling functionality lets users setup reports as reoccurring reports that be executed: hourly, daily, weekly, monthly, annually, the Nth day of the month, or on the last day of the month. The use of date

Schedule Report

(Version 2.1.0)

Schedule information for /Reports/Unit/UnitOwnershipCost.rpt

Run Interval:
 Date:
 Time:
 Last Run:

Output Destination

Printer
 In Bin Report Group:
 Email
 File
 Output Format:
 Save as default for this report only
 Save as default

shortcuts in the filters like ETM – end of this month, BLM – beginning of last month, BTY – beginning of this year, and TODAY – for the current date, lets a user setup a recurring report without have to reset the dates in the report. The application automatically changes the dates based on the shortcut setting.

The default format for all reports is .PDF and the presentation of most reports is setup to support a printed layout and may include sub-reports and charts that are best viewed in an on-line or printed mode. There is a select group of reports that have been designed to be exported in a delimited or .XLS format to be used in a spreadsheet or interface.

The typical standard reports in FleetFocus are of one of the following types:

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Work-Flow Documents or Forms – These reports are documents used to support a particular FleetFocus work-flow. The best examples of this are work orders, inventory transfer tickets, pick/put tickets, purchase orders, requisitions, and dispatch tickets. These reports are usually launched automatically as part of a process, or generated by the user clicking an icon on the screen button bar. Each document is linked to a particular record or transaction displayed on the screen and is used outside the application in support of the work-flow process. Work Orders for example have bar-codes printed on the page that the technician can scan when logging on and off a job. Transfer tickets may accompany a shipment of parts from one location to another and be used to receive the parts at the new location. FleetFocus also has the facility to generate multiple documents in batch, so that entire set of open work orders can be generated one at one time, or all open purchase orders printed.

Work Order Job List		Job No. 42060	
Work Order: 014011	CHEV No: 42060	Job Location: NORTH MANLY BUS STATION	Job Date: 08/14/2017
Job Description: INSPECTION	Job Type: 1010	Job Status: 1	Job Code: 1010
Created By: J. Smith	Created Date: 08/14/2017	Created Time: 10:00	Created User: J. Smith
01-01-01-INSPECT "B" SERVICE			
Job Name: 01-01-01-INSPECT "B" SERVICE	Job Location: NORTH MANLY BUS STATION	Job Date: 08/14/2017	Job Time: 10:00
Job Description: INSPECTION	Job Type: 1010	Job Status: 1	Job Code: 1010
Created By: J. Smith	Created Date: 08/14/2017	Created Time: 10:00	Created User: J. Smith
01-01-01-LUBRICATE CHASSIS ASSEMBLY - SCRUBBER			
Job Name: 01-01-01-LUBRICATE CHASSIS ASSEMBLY - SCRUBBER	Job Location: NORTH MANLY BUS STATION	Job Date: 08/14/2017	Job Time: 10:00
Job Description: LUBRICATION	Job Type: 1010	Job Status: 1	Job Code: 1010
Created By: J. Smith	Created Date: 08/14/2017	Created Time: 10:00	Created User: J. Smith
01-01-01-REPLACE NEW PARKING BRAKES			
Job Name: 01-01-01-REPLACE NEW PARKING BRAKES	Job Location: NORTH MANLY BUS STATION	Job Date: 08/14/2017	Job Time: 10:00
Job Description: REPAIR/REPLACE	Job Type: 1010	Job Status: 1	Job Code: 1010
Created By: J. Smith	Created Date: 08/14/2017	Created Time: 10:00	Created User: J. Smith

Inventory Transaction Journal												
Transaction	Trans ID	Trans Date	Trans Time	Trans User	Trans Location	Trans Description	Trans Amount	Trans Balance	Trans Status	Trans Type	Trans Code	Trans Detail
Summary Row for 01-01-01-INSPECT "B" SERVICE												
01-01-01-INSPECT "B" SERVICE	01-01-01-001	08/14/2017	10:00	J. Smith	NORTH MANLY BUS STATION	INSPECTION	100.00	100.00	1	1010	1010	100.00
Summary Row for 01-01-01-LUBRICATE CHASSIS ASSEMBLY - SCRUBBER												
01-01-01-LUBRICATE CHASSIS ASSEMBLY - SCRUBBER	01-01-01-002	08/14/2017	10:00	J. Smith	NORTH MANLY BUS STATION	LUBRICATION	200.00	300.00	1	1010	1010	200.00
Summary Row for 01-01-01-REPLACE NEW PARKING BRAKES												
01-01-01-REPLACE NEW PARKING BRAKES	01-01-01-003	08/14/2017	10:00	J. Smith	NORTH MANLY BUS STATION	REPAIR/REPLACE	300.00	600.00	1	1010	1010	300.00

Transaction Journals – FleetFocus has numerous reports for auditing and tracking the various transactions entered in the application. The journals generate rows or pages for each record displaying the details of the transactions. These reports can often be grouped in different ways and filtered to allow users to view specific transactions. Nearly all of the journals include a summary row for each grouping and the entire report. Most of these reports are used to review transactions for data entry errors, support the auditing of transactions, and to generate transactions or summaries used in external analysis.

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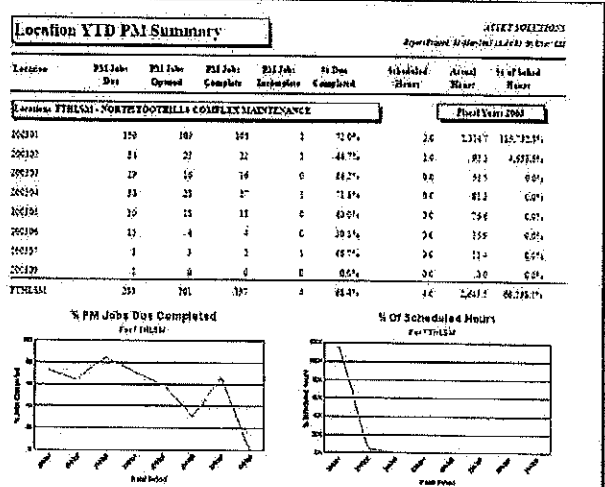
Summaries and History Reports – Similar to the transaction reports, these reports will summarize cost and transaction information by period, by primary record or some other grouping. These reports do not have the level of detail that the transaction journals contain, and are often used to support analysis taking place outside the application.

Asset	Light	Oil	Grease	Flt	Oil	Flt	Oil	Flt	Oil	Flt	Oil	Flt	Oil	Flt	Oil	Flt	Oil	Flt
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030

Asset No.	Asset Desc	Year	Make/Model	Make	Model	Asset No.	Asset Desc	Year	Make/Model	Make	Model
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120

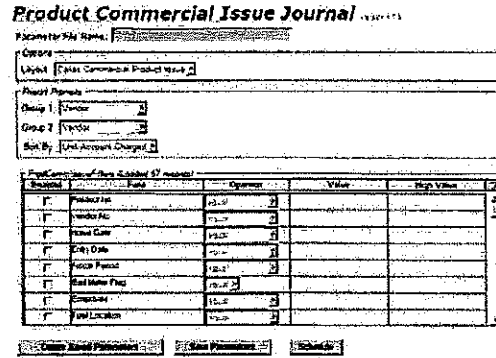
Inventory and Catalog Reports – These reports are used to generate lists of records, such as an inventory of assets, a location part catalog, or list of stock parts with quantity on hand. Filters and groupings can be used to narrow the records selected and to organize how the records are organized.

Analytic Reports – There are a few reports that when executed have formulas built into the reports to process and analysis the records selected. Many of these reports also include a chart to display the results graphically. These reports can be used to generate performance measures like labor productivity, labor efficiency, pm compliance, inventory valuation, utilization, and job reason analysis. The challenge is these reports are built with some very general assumptions and a common analysis methodology that may not match the rules and assumptions used in every operation. This sometimes requires the user to modify the report to incorporate local rules and assumptions.



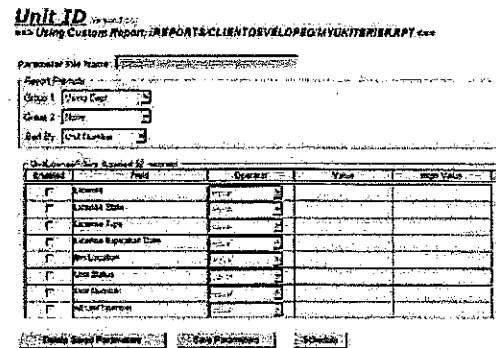
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FleetFocus does have two functions that allow users to modify standard reports. Both functions let a user that has a licensed desktop version of Crystal Reports to open the standard report .RPT file and edit the report. Edits may include changes to the layout, modifying formulas, hard-coding selections and groupings, adding/removing columns and changes to tables and views used in the report. Some users will add images or other changes to make the report appear like a corporate document. Once the change is made, the file is saved with a new name and published in the BOE application.



Report Alternates lets the user select from one or more versions of the report when they run the report. The original AssetWorks generated report, along with one or more versions the user has developed can be selected from a list of layouts when the report is scheduled. The selected version will be executed and the results displayed based on the layout and modifications of the selected version.

Report Options is different in that the user will only be allowed to run the modified version of the report and will not get the option to select the original FleetFocus version or other versions of the same report. This is most commonly used when a customized version of a work-flow document is to be generated from the on-line screen, or if the customer wants the user to only use their modified version of the report. When the icon is clicked to run the report, the application substitutes the modified version for the standard version.



Dashboards – One of the most widely used optional reporting modules in FleetFocus is the KPI Dashboards. The functionality allows users to use SQL scripts to count or summarize data in real-time and display those results back in a graphical format.

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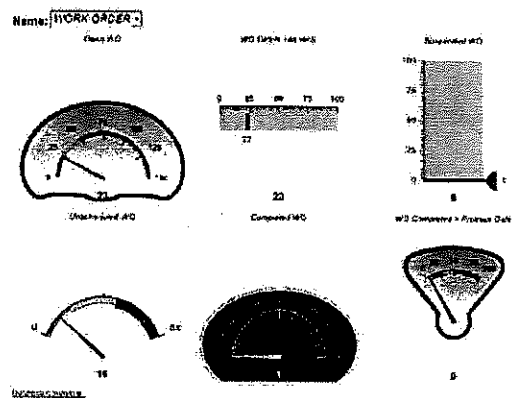
Dashboard Summary Version 2.2

Dashboard	Title	Current Level	Alarm Level	Sound Alarm
VEHICLE		0	>0	
MOTOR POOL	Unassigned Reservations	0	>10	<input checked="" type="checkbox"/>
	No-Shows	0	>20	<input checked="" type="checkbox"/>
	Late Returns	0	>20	
	KIP Units w/ Open WO	0	>5	
	Pending PM Work Requests	15	>20	
	Licenses Expire In 90 days	2	>0	<input type="checkbox"/>
WORK ORDER	Open WO	10	>50	
	WO OPEN >48 HRS	8	>10	<input checked="" type="checkbox"/>
	Suspended WO	1	>=10	
	PM Work Requests Due	15	>80	
	Jobs Waiting For Parts	0	>30	
	Open Jobs	23	>50	<input checked="" type="checkbox"/>

performance standards.

The Dashboard functionality allows users to monitor data conditions without the need to run a report or execute a query. The process runs regularly to calculate the result and display the value graphically to the user. Dashboards should be actionable metrics and are best suited for managing by exception and for the on-going monitoring of processes. Common dashboards look at shop output like number of work orders currently open, jobs waiting on parts, or units at a vendor. Dashboards are also well suited at looking from exceptions such as repairs down for a long time, vehicles without recent meter readings, or technicians logged onto a job for an extended time. AssetWorks has a basic library of several dozen commonly used dashboards, but our users have written hundreds of specific dashboards to monitor and measure items of concern to their operation and

Operational Dashboard Version 2.1



Each Key Performance Indicator (KPI) has a SQL script that selects fields from a view and/or set of joined tables. A where clause is used to set the conditions for which records are selected by the script. The count of records selected is displayed on associated to the KPI. The KPI can display the results for the select on a drill-down report that is when the user clicks on the KPI. The drill-down report can also be FleetFocus screen with the value in column for the row clicked is key value. Optionally, the drill display a basic chart that counts the grouped by the values in the first the select statement. KPI's are put and the groups are assigned to Compass users. Users can then construct a dashboard of their authorized

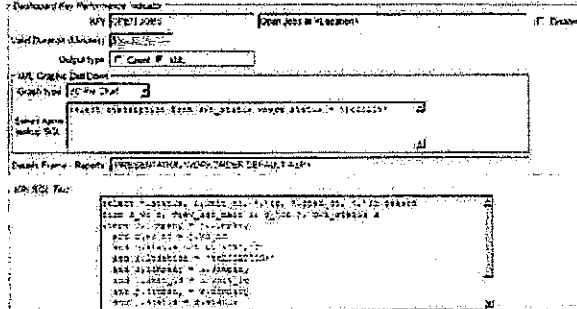
Open WO				
Data as of 10/23/2007 15:36:00				
UNIT NO	WORK ORDER	OPEN DATE	VISIT REASON	USING DEPARTMENT
11904	228742	10/22/07 8:44:51 PM		
429501	228838	10/22/07 10:20:25 AM	UNPLANNED	FLEET SERVICES
424817	234338	10/22/07 7:59:18 PM	UNPLANNED	STREET MAINTENANCE
11905	235138	10/22/07 1:31:48 PM		
COXIGA2	914411	10/22/07 11:33:42 AM	UNPLANNED	Car News
429036	914412	10/22/07 11:59:05 AM	UNPLANNED	STREET MAINTENANCE
COXIGA5	914413	10/22/07 11:56:45 AM	UNPLANNED	Car News
429500	914414	10/22/07 2:35:34 PM	UNPLANNED	MISC
RPD020	914415	10/22/07 2:38:34 PM	PLANNED	Car News
426225	914416	10/22/07 2:41:48 PM	PLANNED	STREET MAINTENANCE
425779	914417	10/22/07 2:43:26 PM	PLANNED	STREET MAINTENANCE
COXIGA01	914419	10/22/07 3:34:23 PM	UNPLANNED	FLEET SERVICES

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KPI's. Users can have one or more different dashboards, with each dashboard supporting up to 9 separate gauges. When users setup their dashboard, the type of gauge can be selected, the range of values on the gauge can be configured by the user, audible and visual alerts can be setup when the count exceeds a certain value, and parameters in the KPI can be setup to filter the KPI to that users location or other field in the where clause.

Each KPI can also have a refresh rate which will determine how frequently will execute. When the KPI is the result of the SQL script is and stored temporarily so that it can be displayed. When the KPI is next the previous value is replaced with recently calculated value. So the KPI displaying the selected records and those that met the condition of the last time that it was executed.

Key Performance Indicators



setup that KPI executed, calculated be executed the most is only count for SQL the

Field	Table	Field	Table	Field	Table	Field	Table	Field	Table
MANUFACTURER	ASSET	YEAR	ASSET	MAKE	ASSET	MODEL	ASSET	ACQUISITION DATE	ASSET
YEAR	ASSET	MAKE	ASSET	MODEL	ASSET	ACQUISITION DATE	ASSET	LTD USAGE	ASSET
MAKE	ASSET	MODEL	ASSET	ACQUISITION DATE	ASSET	LTD USAGE	ASSET		
MODEL	ASSET	ACQUISITION DATE	ASSET	LTD USAGE	ASSET				
ACQUISITION DATE	ASSET	LTD USAGE	ASSET						
LTD USAGE	ASSET								
OWNER	ASSET								
CATEGORY	ASSET								

Ad-Hoc Reporting – The FleetFocus application has an embedded third-party application that lets users build simple ad-hoc reports from some views built specifically to support ad-hoc reporting. The Ad-hoc module is a separately licensed module. Users can be assigned to be report writers and report readers. Those setup as writers are given design access to the module and have a set of views assigned to them. From these views, report writers can use the design

wizard to select which fields to display in the report, can insert simple groupings and summaries, and can do some basic math like adding or multiplying two fields together. Charts and gauges can also be adding to the report and summary sections created. Filters can be added with parameters that can be updated by the report readers. Basic formatting options are also available. Once finished the report can be saved and shared with other users.

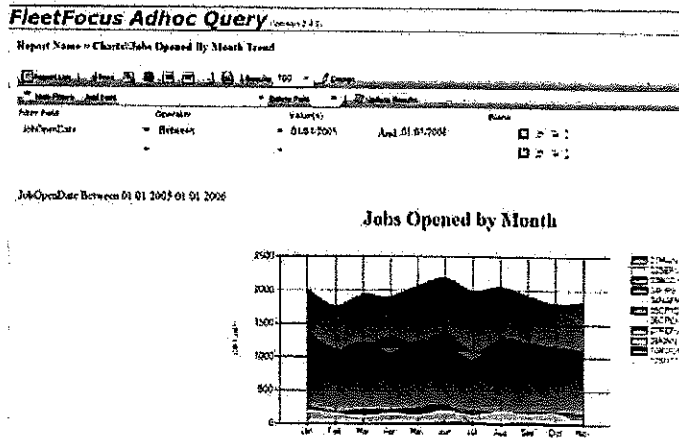
Report Readers can select any of the shared reports from the list of reports that is displayed when they log in. They have the

UNIT NO	YEAR	MAKE MODEL	ACQUISITION DATE	LTD USAGE
MANUFACTURER: ALLOY TRAILERS, INC.				
1001	2005	ALLOY TRAILER	10/15/05	10000
1002	2005	ALLOY TRAILER	10/15/05	10000
1003	2005	ALLOY TRAILER	10/15/05	10000
MANUFACTURER: AMERICAN ISUZUMOTOR				
1004	2005	ISUZU TRUCK	10/15/05	10000
MANUFACTURER: AMERICAN LAFRANCE				
1005	2005	LAFRANCE TRUCK	10/15/05	10000
MANUFACTURER: CRANE CARRIER CORP.				
1006	2005	CRANE CARRIER	10/15/05	10000
1007	2005	CRANE CARRIER	10/15/05	10000

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ability to update the selection filters to change the set of records that are included in the report. The output displays on-line. Users do have the option of exporting the output in a .CSV, .XLS, .TXT, .PDF formats. They can also generate the SQL statement behind the report and can export to XML.

This tool is not as sophisticated as Crystal Reports in that the user cannot build complex formulas, particularly conditional or multi-variable formulas. Any complex calculations can be constructed in the database view that the user has access to, with the result being the value in the field. The calculated field values from the view are displayed in the report and used in graph. AssetWorks does provide a set of starter views to support Ad-hoc reporting and will develop custom views for a fee. Some customers have database resources that develop views for use in the ad-hoc application.



The advantage to the ad-hoc tool is it allows users to develop temporary or basic custom reports without having to license another reporting application like Crystal Reports, without leaving the FleetFocus application and without the need to expose an ODBC connection and creating custom database user roles to access the database. Also reports can be shared among users that do not have to leave the application.

7.2.3.5. Describe data export capability and process (Excel, .pdf, etc.).

The default format for all reports is .PDF and the presentation of most reports is setup to support a printed layout and may include sub-reports and charts that are best viewed in an on-line or printed mode. There is a select group of reports that have been designed to be exported in a delimited or .XLS format to be used in a spreadsheet or interface.

7.2.3.6. Describe data backup capability and process for obtaining backed up data should working data be lost.

Each FuelFocus Island Controller contains an internal microprocessor that operates on the Windows 7 embedded platform and has undergone rigorous testing by an external computer security company – virtually guaranteeing unrivaled uptime and protection from viruses. While the FuelFocus Island Controller is designed to operate with a realtime network connection to the FleetFocus application, it has the capability for full authorization of all parameters should this connectivity ever be lost. All data transactions that occur without realtime connection to the FleetFocus application are stored in the FuelFocus Island Controllers 4GB of internal industrial flash disk memory. All FuelFocus Island Controllers have been load tested with a complete database of 250,000 vehicles and 250,000 employees, and can store in excess of 500,000 transactions in memory. With this comprehensive backup system, all FuelFocus® users in essence have a redundant system should the primary fail, far outweighing competitive systems.

7.2.4. Interface with AssetWorks M-5

AssetWORKS

7.2.4.1.

Describe functionality of your M-5 Interface in detail.

The AssetWorks FuelFocus solution is multi-tiered. The Island Control Unit (ICU) operates both on-line and off-line. When on-line, all requests for product dispensing are authorized/validated in real-time using the FleetFocus Web Service (can be housed on any Windows 2008 or 2012 server) which communicates directly with the FleetFocusM5 database. The FleetFocus Web Server can service multiple ICUs quickly and seamlessly. In addition, multiple Web Servers can be used to spread any network or server load, which Long Beach may require to accommodate the use of RF Vehicle Identification Boxes on its vehicles. If for any reason the ICU is not able to communicate with the Web Server, it will still validate and authorize based on a whitelist of data stored locally on the ICU. This whitelist is updated on a periodic timeframe during the day as part of normal ICU operations to ensure it is up to date. When the ICU is able to communicate with the Web Server again, all of the transactions that occurred while it was offline are sent to the Web Server to be processed. This happens without any user intervention whatsoever. Please note there is functionality in FleetFocusM5 that can send an alert if the database has not communicated with an Island Controller in a set amount of time

7.2.4.2.

Provide transaction/download frequency.

FuelFocus is the only fuel management system on the market that provides fully-integrated, real-time connectivity. There is no uploads or downloads – the transactions hit the M5 database as they occur.

7.2.5. Equipment

7.2.5.1.

Describe system capability for drive-by data download, for example, a system-equipped vehicle driving close to a system antenna.

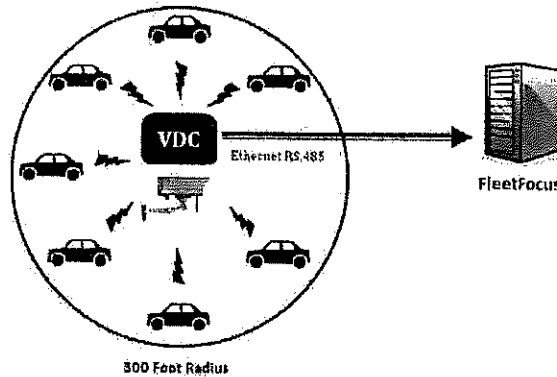
AssetWorks proposes their Vehicle Data Collector (VDC) described below

7.2.5.1.1. Specify range of vehicle to stationary antenna data reception.

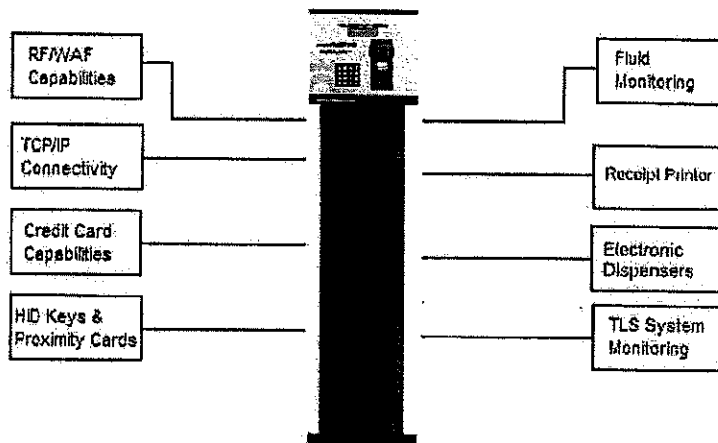
The FuelFocus Vehicle Data Collector enables online wireless capture of odometer and/or engine hour readings from vehicles equipped with the FJ3 RF Vehicle Identification Box. This data capture will occur automatically when a vehicle passes within a two hundred foot (200') range of the High Power Antenna. This antenna can either be the same antenna in place at each fuel island or can be standalone. If standalone (locations that do not have a FuelFocus Island Controller), the high power antenna is connected to any PC running the proprietary VDC Software with LAN connectivity to the FleetFocus™ Server. The end result is you can have daily accurate meter readings without fueling or at locations that do not have a FuelFocus Island Controller. The Vehicle Data Collector is comprised of three components: High Power Antenna, RFU Unit with Power Supply and RFU to PC cable. See diagram below

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AssetWorks Vehicle Data Collector



7.2.5.2. Describe memory type, transaction storage capacity and any moving parts associated with fuel site controller.



The FuelFocus Fuel Management System (FMS) is a comprehensive fuel management package providing automated fuel dispensing for fleet operations. The primary control device of the FuelFocus Fuel Management System is the FuelFocus Island Controller. The FuelFocus Island Controller is located at the fuel island and it is used to control and record all fuel dispensed to fleet equipment. The FMS software provides inventory management features, tank sensing interfaces and fuel consumption control features.

Each FuelFocus Island Controller contains an internal microprocessor that operates on the Windows 7 embedded platform and has undergone rigorous testing by an external computer security company – virtually guaranteeing unrivaled uptime and protection from viruses. While the FuelFocus Island Controller is designed to operate with a realtime network connection to the FleetFocus

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application, it has the capability for full authorization of all parameters should this connectivity ever be lost. All data transactions that occur without realtime connection to the FleetFocus application are stored in the FuelFocus Island Controllers 4GB of internal industrial flash disk memory. All FuelFocus Island Controllers have been load tested with a complete database of 250,000 vehicles and 250,000 employees, and can store in excess of 500,000 transactions in memory. With this comprehensive backup system, all FuelFocus® users in essence have a redundant system should the primary fail, far outweighing competitive systems.

7.2.5.3.

Describe ability to operate with installed Zonar unit on the vehicle and any capability to interface with the Zonar unit.
AssetWorks is proposing to install a full FJ3 with SVID fueling option in all vehicles EXCEPT the 277 units listed in Addendum 2 has having the V3 version of Zonar. These units will just get the SVID fueling option for secure fueling as meter readings from Zonar on the V3 are already integrated in M5

7.2.5.4.

Describe any differences in proposed system's capability that is dependent on vehicle model year or ECU connector.
If the vehicle is post 2006 we will install the FJ3 to the OBDII port or J1939 diagnostic port utilizing a "Y" cable to enable the port to remain open for mechanics use and scan tool collection. If the vehicle is pre 2006 and non canbus compliant we can connect to a pulse output signal from the transmission or at the ECM and calculate mileage based on pulse output. There are no cables for installation in pre 2005 model vehicles or any of the 274 off road vehicles. It is assumed that Long Beach will supply inline fuses, cabling etc for these vehicles as they are standard shop supplies.

7.2.5.5.

System shall be expandable for additional fuel sites and vehicles. There is no limit to the number of sites, vehicles or employees that the system can handle.

7.3. EQUIPMENT

7.3.1. Hardware shall be the manufacturer's most current version and not be older than 2014 manufacture.

AssetWorks complies

7.3.2. Hardware shall be UL and/or FCC approved.

AssetWorks complies

7.3.3. Software must be the latest version with updates provided as part of the annual maintenance agreement.

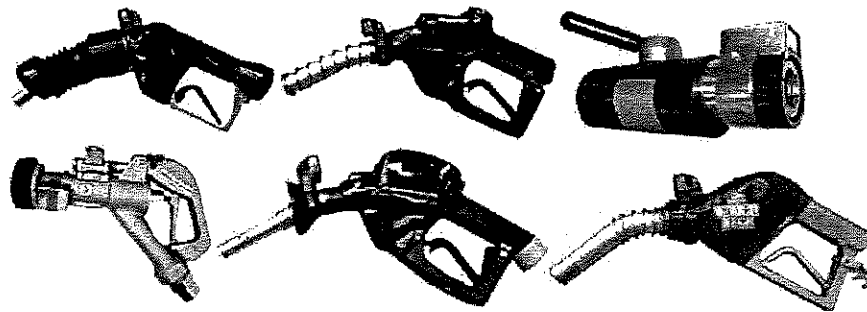
AssetWorks complies

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- 7.3.4. Data backup/redundant systems must be included. Cloud or web-based data storage must be controlled by the City.**
As there is no additional software besides FleetFocusM5, there is no data backup needed besides what the City has in place now for FleetFocus.
- 7.3.5. Contractor must place the order for the equipment within ten (10) working days of receiving the Purchase Order.**
AssetWorks will comply when PO is received.
- 7.3.6. Contractor must provide a copy of supplier's acknowledgement for equipment ordered with anticipated delivery date to City's Project Manager within two (2) days of receipt.**
AssetWorks will comply
- 7.3.7. Contractor shall specify and describe in detail, exact equipment to be installed on vehicles and fuel terminals, to include:**

- 7.3.7.1. Nozzle unit—how attached, how powered, service life, wired or other communication, means of failure notification, if it is self-contained.**

Nozzle tags come with a universal mounting kit allowing it to be installed on virtually any nozzle type. They are powered by battery that cannot be field replaced as it is a sealed unit for safety approvals. Expected battery life is approximately 2,000 working hours. The nozzle tag communicates with the RF receiving Antenna at the FuelFocus Island Controller utilizing 2.4 GHz wireless communication. When the battery power level drops to ten percent remaining, a notification is sent in FleetFocusM5 to alert you for proactive changing of unit. See diagram below



- 7.3.7.2. Vehicle ECU unit—how it's connected to ECU, how it's powered, its service life, and means of failure notification.**
The FJ3 connects to the OBDII port utilizing a "Y" connector that leaves existing port open for mechanics use. It is powered by the vehicle battery (12-24VDC), and is protected with an Inline fuse. There is an option for a wired nozzle tag that connects to the FJ3 box and thus eliminates the need for

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changing when active tag battery dies. FJ3 should be installed in a weather protected area of the vehicle (under dash is recommended) and has a MTBF calculation of 16.9 years. The predecessor to the FJ3 has been used in excess of 28 years.

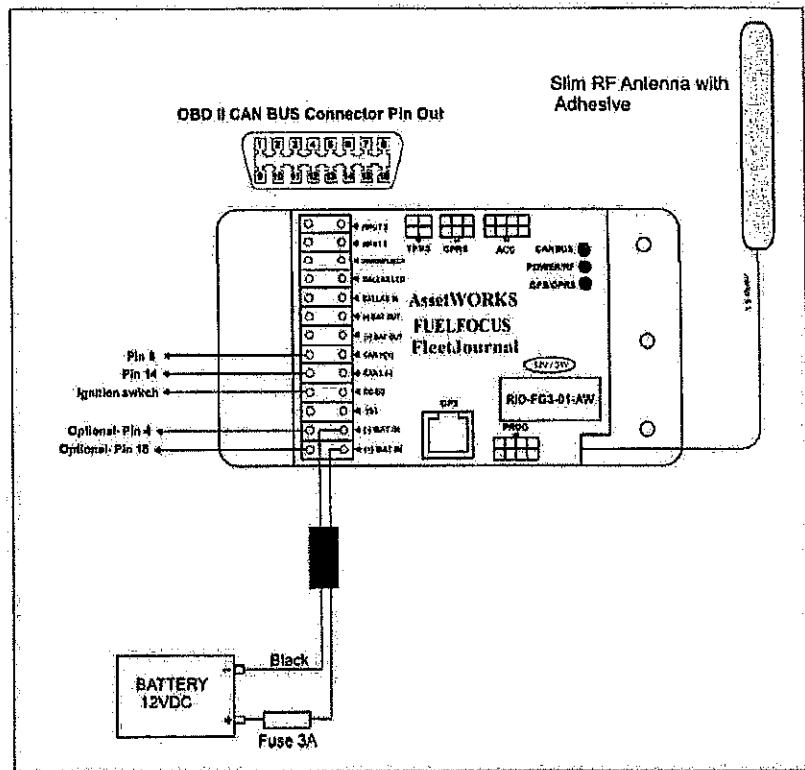


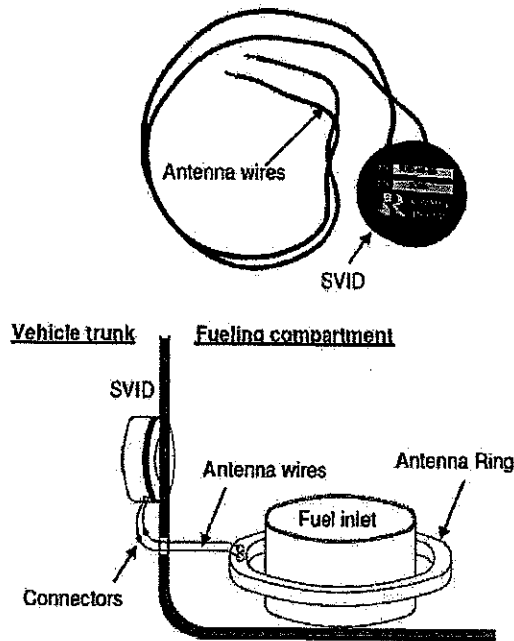
Figure 5: Wiring Diagram for FJ3 with CAN Bus Interface for Light Duty Vehicles

7.3.7.3.

Vehicle ECU unit shall communicate wirelessly with other component(s); wired installation is not acceptable

The FJ3 Vehicle Identification Box offers both a wireless version for fueling options with the use of an active tag (internal battery with a projected four year lifespan) or a wired version that does not contain a battery and never needs changed. Both operate the same and both ensure the nozzle remains in a vehicle fuel tank for fueling. AssetWorks solution allows a mix of both types for their solution and it is our opinion if a vehicle is kept in excess of four to five years then the wired option is more cost effective. We are happy to discuss this in length if requested and to show both product offerings

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7.4. INSTALLATION

7.4.1. Contractor shall coordinate installation of manufacturer's software with the City's IT Department. Software must have the capability to be used on a network with multiple operators. This software must also be compatible with Windows operating system and utilize either an Oracle or SQL (Structured Query Language) server database on the back end.

Our software is FleetFocusM5. No additional software is needed.

7.4.1.1. Contractor shall propose an installation schedule for the City's fuel sites that is acceptable to the City. Site installations will be coordinated with the City's Representative to minimize disruption to operations. Contractor shall remove the existing pedestals and install the new pedestal/unit, reusing the existing power supply wire and breakers. Contractor shall install new shielded pulsar cable to the dispenser(s). As needed, for network paths longer than 300 feet, sub contract a Systimax certified cable contractor to install OSP outdoor cable rated for outdoor locations: Solid copper conductors with polyethylene insulation, polyolefin fluted center member with flooding compound, and black polyethylene jacket (Approved product: Systimax Solutions 1571 network cable) through the existing communications conduit and program the unit as needed. As needed, for network paths longer than 300 feet, sub contract a Systimax certified cable contractor to install Corning Multimode 50um dielectric sheath outside plant cable with termination and

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program the unit as needed. AssetWorks and Western Pump will comply with this requirement.

- 7.4.2. Contractor shall install interface cabling to the Veeder Root monitoring panels** The FuelFocus System will communicate to the Veeder Root panels via TCP/IP. It is the understanding of AssetWorks that all Veeder Root panels are already on the City of Long Beach network. AssetWorks simply needs the IP addresses of the Veeder Root to program in our FuelFocus Island Controller and all Veeder Root data will be integrated into FleetFocusM5.

- 7.4.3. With the assistance of the City's IT Department, Contractor and as needed, the certified cable contractor shall test network connections from all sites back to the Fleet Services Bureau located at 2600 Temple Ave, Long Beach, CA.**
 - 7.4.3.1. Copper Cable Testing** AssetWorks and Western Pump will comply with this requirement
 - 7.4.3.1.1. Testing of all copper wiring shall be performed prior to system cutover.** AssetWorks and Western Pump will comply with this requirement

 - 7.4.3.1.2. 100 percent of the horizontal and riser wiring pairs shall be tested for opens, shorts, polarity reversals, transposition and presence of AC voltage.** AssetWorks and Western Pump will comply with this requirement

 - 7.4.3.1.3. Voice and data horizontal wiring pairs shall be tested from the information outlet to the TR.** AssetWorks and Western Pump will comply with this requirement

 - 7.4.3.1.4. The Category 6 or higher cable runs shall be tested for conformance to the specifications of EIA/TIA 568-B Category 6 or higher.** AssetWorks and Western Pump will comply with this requirement

 - 7.4.3.1.5. Category 6 and Category 6 or higher horizontal cables shall be tested according to test set manufacturer's instructions utilizing the latest firmware and software.** AssetWorks and Western Pump will comply with this requirement

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- 7.4.3.1.6.** Testing shall include all of the electrical parameters as specified in the Products Section of this document. AssetWorks and Western Pump will comply with this requirement
- 7.4.3.1.7.** Any pairs not meeting the requirements of the standard shall be brought into compliance by the contractor, at no charge to City of Long Beach. AssetWorks and Western Pump will comply with this requirement
- 7.4.3.1.8.** Complete, end to end, test results must be submitted to City of Long Beach. AssetWorks and Western Pump will comply with this requirement
- 7.4.3.2. Optical Fiber Cable Testing**

 - 7.4.3.2.1.** All fiber testing shall be performed on all fibers in the completed end to end system.
 - 7.4.3.2.2.** Testing shall consist of a bi-directional end to end trace performed per EIA/TIA 455-61 or a bi-directional end to end power meter test performed per EIA/TIA 455-53A. AssetWorks and Western Pump will comply with this requirement
 - 7.4.3.2.3.** The system loss measurements shall be provided at 850 and 1310 nanometers for multimode fibers and 1310 and 1550 for single mode fibers. AssetWorks and Western Pump will comply with this requirement
 - 7.4.3.2.4.** Pre-installation cable testing. AssetWorks and Western Pump will comply with this requirement
 - 7.4.3.2.5.** The Subcontractor shall test all lightguide cable prior to the installation of the cable. AssetWorks and Western Pump will comply with this requirement

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7.4.3.2.6. The Subcontractor shall assume all liability for the replacement of the cable should it be found defective at a later date. AssetWorks and Western Pump cannot comply with this requirement. If we are supplying you test results detailing all wire is good, we cannot be held liable for something that happens days, weeks or years later.

7.4.4. Contractor shall install and insure interface operation with the AssetWorks Fleet Focus M-5 Fleet Management System. AssetWorks complies

7.4.5. Dispensing of products in most cases shall be limited to vehicles and equipment equipped with the selected system's technology along with a City AWID card. AssetWorks complies

7.4.6. For non-City customers (local school bus district), a secondary means of personnel identification will be provided. AssetWorks would recommend the use of an AWID Keyfob be assigned to non-City vehicles to identify the vehicle.

7.4.7. Contractor shall specify project timeline and completion. See attached sample SOW. A client specific SOW will be completed upon contract award.

7.5. M-5 INTERFACE

7.5.1. Software shall transfer data to the Fleet Management System (M-5 AssetWorks), through an interface provided by the Contractor. While AssetWorks can accept a flat file from any competitive fuel management system, only FuelFocus is fully integrated in REALTIME. Please note that AssetWorks only accepts fuel transaction information in flat file format and does not import DTC's or engine measurements from competitive fuel management systems.

7.5.2. It's preferred that the fuel system interface be equipped with a bi-directional communication process which would not only update the M-5 – Fleet Maintenance System with the latest incoming fuel transactions but also pass the vehicle status, department, and make/model/year updates in M-5 to the fuel system. A Web Services Interface is the preferred method of data transfer and the City would like to avoid the interface's dependency on a text data file for input into the M-5 – Fleet Maintenance System.

Only FuelFocus offers bidirectional communication with FleetFocusM5

7.5.3. The application for the Fuel Management System interface should also allow for a simple method for adding fields to the fuel transaction record that could be easily cross walked to the

AWID's Proximity Key Tag or Key Fob



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equivalent data item in the M-5 – Fleet Maintenance System.
Not applicable

- 7.5.4. The interface should create a log of the accepted and rejected fuel transactions by the M-5 – Fleet Maintenance System. The rejection log should provide the details regarding the fields on the fuel transaction record that prevent the record from being imported by the M-5 – Fleet Maintenance System.
FleetFocusM5 has a reject table that will list any transaction rejected and the reason it was rejected.

7.6. DATA MANAGEMENT AND REPORTING

- 7.6.1. Each fuel island controller should be downloadable by authorized personnel at the Fleet Services Bureau, at the customer's convenience, or at a time of day programmable in the software by the Fleet Services operator. Software should be capable of unattended downloading, thus permitting downloading when sites are not in use.
With the FuelFocus System there is no downloading, uploading etc. FuelFocus is connected in REALTIME with FleetFocusM5.
- 7.6.2. When automatically downloading, the software should poll each site in sequence. Contractor is to describe polling procedure and options.
With the FuelFocus System there is no downloading, uploading etc. FuelFocus is connected in REALTIME with FleetFocusM5
- 7.6.3. After downloads, transaction data shall be available for report generation. Contractor is to describe report capabilities, access, report writing software used, "canned" reports available, and procedures for correcting problems when fueling transactions will not interface or when there are other problems detected.
Please see reporting section above. All reports, notifications and dashboards are generated in FleetFocus.
- 7.6.4. Should the download process be disrupted due to a power failure or other system defect, an email message will be sent to the System Administrator and other Fleet staff. The download process will automatically restart after 60 minutes if a full data transfer is not completed each day.
With the FuelFocus System there is no downloading, uploading etc. FuelFocus is connected in REALTIME with FleetFocusM5
- 7.6.5. Software should provide the following data during a fueling transaction or when the vehicle passes within range of a fuel station antenna. Contractor shall describe its collection, transfer, and download parameters.
- 7.6.5.1. Vehicle odometer AssetWorks complies
 - 7.6.5.2. Engine hours AssetWorks complies
 - 7.6.5.3. Vehicle ID Number AssetWorks complies
 - 7.6.5.4. User ID or assigned department AssetWorks complies
 - 7.6.5.5. Transaction Number AssetWorks complies

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- 7.6.5.6. Number of fuel units (gallons, quarts, cubic feet, therms, etc.) dispensed to tenths or hundredths AssetWorks complies (as to tenths or hundredths – it depends on dispenser and pulser installed)
- 7.6.5.7. Fuel site AssetWorks complies
- 7.6.5.8. Date & time AssetWorks complies
- 7.6.5.9. Hose number AssetWorks complies
- 7.6.5.10. Product number AssetWorks complies
- 7.6.5.11. Engine idle time AssetWorks complies if available from vehicle
- 7.6.5.12. PTO time AssetWorks complies if available from vehicle
- 7.6.5.13. Engine error messages AssetWorks complies if available from vehicle
- 7.6.5.14. Driver performance – Future release
- 7.6.5.15. GPS data (if available) – Available if option is chosen

7.6.6. Compiled data using the last and current odometer readings should allow the vehicle efficiency of MPG to be determined and tank inventory maintained. The data points listed in Section 7.6.5 along with data maintained in the vehicle file permit the collection of fleet data to be used as a management tool. The software should be capable of totaling monthly fuel costs (and usage) by organization number, vehicle ID, and customer agency/department number. The software must allow the operator to compile summary reports for all transactions by site, organization, date, vehicle, type of fuel, etc.
AssetWorks complies

7.6.7. Software should keep a declining balance inventory of fuel remaining in tanks. The software should also provide a flag when fuel has reached a certain level and should be purchased for a specific tank.
AssetWorks complies

7.6.8. A full reporting suite is to be provided, with customizable and available “canned” reports described in the Contractor’s response.
AssetWorks complies with FleetFocusM5

7.6.8.1. Provide multiple web-based reporting capabilities such as online queries, Crystal reports, dashboards, etc.
AssetWorks complies with FleetFocusM5

7.6.9. Exception reports for vehicles requiring maintenance, or with out-of-range odometers, or exceeding certain fuel limitations should be printed on download.
AssetWorks complies with FleetFocusM5

+

7.7. CONTRACTOR EXPERIENCE REQUIREMENTS

In order to ensure the City partners with a qualified firm, proposers must demonstrate that they have successfully completed the design, permitting, construction, and installation of fleet fuel management software systems. Please provide, at a minimum, the following information:

- 7.7.1. A list of at least five (5) of your firm’s system installations for municipalities or private businesses with fleets of over 1,000 vehicles and a minimum of five fueling facilities installed within the last two (2) years. Include name and

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contact information.

County of Riverside
John Nicklas, IT Systems Administrator
john.nicklas@rivcoit.org
951-955-7853

County of Los Angeles Internal Services Department
Randy Martin, Section Manager
rmartin@isd.lacounty.gov
323-881-3742

City of Seattle
Matt Rathke, Engineer
matt.rathke@seattle.gov
206-684-0484

City of Toronto
Fai Chan, Fleet Services Project Manager
fchan3@toronto.ca
416-392-6752

State of New Jersey DOT
Jim Schmidt, Fleet Director
Jim.schmidt@dot.state.nj.us
609-530-2200

7.7.2. Provide the curriculum vitae of the key personnel who will be involved in the daily operations of the project.

Although staffing is not finalized until project details have been confirmed, please see the representative resumes attached in the appendix of this response.

7.7.3. Ability to complete system design, installation, testing and training within 12 months of contract execution.

AssetWorks complies. For more details please see the sample Statement of Work, attached in the appendix of this response.

7.8. TRAINING

Contractor shall provide qualified instructors for on-site training of personnel at the City's Fleet Services Bureau in the functions of operation, maintenance, and repair as they apply to each specific item of equipment. Training on software will be conducted at a specified computer site location and can be followed up by a webinar with the equipment manufacturer's training department. Contractor shall provide training as follows:

7.8.1 Contractor shall train twenty (20) City mechanics on the installation of the

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Contractor's units on ten (10) different types of vehicles/equipment. The remaining unit installations are to be done by City staff.

AssetWorks complies.

7.8.2 Contractor shall train twelve (12) City Fleet personnel on functions of operation, maintenance, and repair of the Fuel Management Units. The amount of training is determined by the complexity of the system purchased.

AssetWorks complies.

7.8.3 Contractor shall train twelve (12) City office personnel in use of the software, data entry, report generation, fuel site problem resolution, data back up and emergency recovery operations.

AssetWorks complies.

7.8.4 All product and system training shall be included in the price and there shall be no additional charge for training. Contractor shall provide additional training at the City's request throughout the life of the system at no additional charge. All training will be performed on site. Site required training will be at no additional charge only if the system is either under warranty or an active maintenance plan.

AssetWorks cannot agree to indefinite amounts of training, however, training manuals are kept current and are available for download free of charge for all customers. As per Addendum 2 question 22 – please refer to AssetWorks standard daily rates for training.

7.9 SUPPORT REQUIREMENTS

7.9.1 Maintenance and spare parts

7.9.1.1 Spare Parts

7.9.1.1.1 The contractor must supply a letter from the manufacturer stating spare parts availability for the operating life of the equipment, estimated to be 10 years. The Fuel Focus System is manufactured exclusively for AssetWorks so you have our assurance that there will be parts availability for ten years.

7.9.1.1.2 Spare parts are to be readily available with a maximum three (3) day lead time.

We have included two spare parts kits as part of our response. All parts are stocked in our Cedar Rapids Iowa warehouse and if orders are received by 2:00PM CST they will be shipped same day. Business practice is for Long Beach to replace a part from their own inventory and then order replacement parts (whether under warranty or not) from our automated parts ordering website.

7.9.1.2 Maintenance Agreement

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- 7.9.1.2.1 The contractor must agree to provide system maintenance for the first year, with annual renewal for the life of the system
AssetWorks warranty policies are as follows:

TERMS OF USE

Price/Specifications

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

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 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:

1. The invoice or packing list number
2. The product name and part number
3. Company name, point of contact, mailing address, email address, and telephone number
4. 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 re-stocking fee 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

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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 Inc. Limited Warranty

Warranty coverage for AssetWorks Inc. (FuelFocus) products is 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, Inc. ("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:

1. Labor and travel costs are not included, unless required under contract specific terms.
2. AssetWorks will supply new or rebuilt parts to replace parts that are found to be defective while within the warranty period.
3. 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.
4. Help Desk Support is available between the hours of 8:00AM- 5:00PM Monday through Friday
5. Upon a Hardware System Failure, AssetWorks will repair or replace such product hardware within three (3) 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.

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6. 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.
7. 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.
8. Use of service personnel other than qualified AssetWorks service providers without prior written approval of the FuelFocus Product Manager will void the warranty claim.
9. 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 this warranty.
10. Damage suffered by FuelFocus equipment resulting from shipping, accident, power 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

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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.

7.9.2 Technical support capability including local staff response time for hardware issues and staff for software problem resolution.

Please see the warranty information above, as well as the information sheet in the appendix of this response detailing labor rates and response times of our local contractor Western Pump.

7.9.2.1 Contractor shall provide a dedicated representative for the City. The Contractor shall provide an individual for quote assistance, equipment, services and support recommendations, track and report on renewal deadlines, and to serve as a contact point.

AssetWorks complies.

7.9.2.2 Problem Escalation: Contractor must provide an incident escalation path for the City.

Responses to customer requests and usage questions are prioritized according to priority levels. Your call will be analyzed and prioritized to ensure that the support staff responds according to your individual business requirements.

Priority 1 (Down-Production System)

This type of problem is considered the most critical, under any circumstances. These calls are handled immediately and all appropriate Managers and Level 2 resources are notified via phone or pager. Customer contact is maintained until AssetWorks and the customer reach a viable resolution. If a Priority 1 problem takes place outside normal business hours, an "on call" Client Service Specialist is alerted to address the Priority 1 problem after hours. The primary goal is to get the production system back on-line as soon as possible.

Priority 2 (Critical Business Process Function Unavailable)

A problem is defined as Priority 2 when the software in a production environment is operational with functional limitations or restrictions to key portions of the system.

Priority 3 (Normal Priority)

Priority 3 problems make up 95% of all calls to Customer Support. Priority 3 issues cover topics such as CD requests, general advice, annoyances, non-business critical defects, and "how to" questions.

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Priority 4 (Enhancements & Documentation)

Priority 4 issues are addressed if there is a request for new functionality that is not in the existing product. These requests are forwarded to the Product Review Board. Priority 4 issues include documentation errors etc. Such errors are normally corrected in the next maintenance release of the product.

Customer Support Escalations

AssetWorks Customer Support is very committed to achieving high satisfaction ratings from our customers. However, we realize that occasionally our customers have support issues that need to be escalated to AssetWorks Management.

Escalation Path

When should you use the AssetWorks Product Support Escalation Path?

- When a Priority 1 issue is not being addressed immediately
- When difficulties are encountered in obtaining account status
- When standard processes are not satisfactory

Process: Ask the Client Service Specialist handling your ticket to notify a Senior Client Service Representative. The CSS will note the information in the ticket and ask the Senior Representative to follow up. If the Senior Client Services Representative is unable to resolve the issue in a timely fashion, the item will be escalated to the Department Director and then to the Vice President.

Research & Development Issues:

If a reported incident is determined to be a product defect, the Client Service Specialist (CSS) will escalate the ticket to the appropriate Research and Development Team. The CSS will update the customer regarding the Development and QA process. If a reported incident is determined to be an enhancement request, the CSS will forward the request to the AssetWorks Product Review Board. The Review Board will review submitted business and technical justification, determine an impact assessment, and decide whether to include in future development plans. The CSS will update the customer regarding the solution.

7.9.3 Maintenance experience and capabilities Please include the following information:

7.9.3.1 Number of local employed service technicians

AssetWorks works with local contractors to supply on-site maintenance. AssetWorks will train any City of Long Beach designated contractor or employee to service the product.

7.9.3.2 Local spare parts inventory

All parts are stocked in our Cedar Rapids Iowa warehouse and if orders are received by 2:00PM CST they will be shipped same day.

7.9.3.3 Guaranteed emergency response times

See standard warranty details and Western Pump Information, attached in the appendix of this response.

7.9.3.4 Remote monitoring capabilities

AssetWorks support can either remotely access the units through a City of Long Beach VPN connection to the IP addresses of the Island Controllers,

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or gain access by utilizing webex and communicating through a City of Long Beach support persons desktop.

- 7.9.4 Contractor shall provide a copy of the service escalation policy and how it is tracked.**
Please see the AssetWorks Post Implementation Support document in the appendix of this response.

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Section 8 – Warranty/Maintenance and Service

Please specify in detail the following:

- 8.1 **Contractor capability of offering O & M services.** AssetWorks has partnered with Western Pump on this RFP. Western Pump is fully qualified to provide services on the FuelFocus System. Western Pump can be dispatched by the FuelFocus Help Desk as needed once a diagnosis of a site issue has occurred. Please note that there is no labor as part of AssetWorks standard warranty.
- 8.2 **The length and terms of the warranty/maintenance and service provided with each piece of equipment and/or software to be installed.** All FuelFocus hardware and firmware come with a one year warranty from date of go live or 15 months from date of shipment. AssetWorks offers extended parts warranty for subsequent years as an option. See standard warranty terms listed above.
- 8.3 **Available warranties for all installed equipment and/or software shall be identified by the selected contractor, who will inform the City of Long Beach of any and all available remedies to make a claim for warranty service as necessary under the written terms of the equipment or software warranty contract.** See standard warranty terms listed above.
- 8.4 **Contractor shall warrant that all equipment, design work, and services to be provided as specified in the RFP shall be free from defects and workmanship for a period of at least one-year from the date of final system acceptance by the City of Long Beach unless otherwise negotiated as an exception or exclusion to the contract.** AssetWorks standard warranty complies.
- 8.4 **Contractor must specify if subcontractors will perform warranty/maintenance/service, locations where warranty/maintenance service will be performed, along with contact Name(s) and phone number(s) for each location.** If needed, AssetWorks Help Desk can dispatch Western Pump. All Western Pump offices and contacts are listed Section 9 of this response.
- 8.5 **Detail how a major component failure will be handled to ensure no or minimal loss of service.** AssetWorks has included two complete spare parts kits as part of their RFP response. Should a major component be diagnosed as needing replacement, either a City of Long Beach personnel or Western Pump can access the replacement part from the City of Long Beach stock and a replacement can be made immediately. The City of Long Beach (or Western Pump) can access the 24 hour automated parts ordering website for FuelFocus and a replacement part can be ordered to replace the spare parts inventory.

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Section 9 – Company Background and References

9.1 Primary Contractor Information

Contractors must provide a company profile. Information provided shall include:

9.1.1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).

AssetWorks LLC is a standalone subsidiary of Constellation Software Inc. (CSI), a publically traded company listed on the Toronto Stock Exchange. AssetWorks LLC was incorporated in the State of Delaware on 29 September 2008 and is registered to do business in the State of California.

9.1.2. Location of the company offices.

Corporate Headquarters:

998 Old Eagle School Road, Suite 1215
Wayne, Pennsylvania 19087
Telephone: (610) 687-9202
Facsimile: (610) 971-9447

AssetWorks LLC – Northwest:

16201 East Indiana, Suite 2900
Spokane Valley, WA 99216
Telephone: (509) 921-6949

AssetWorks LLC – West Coast:

4275 Executive Square, Suite 330
La Jolla, California 92037
Telephone: (858) 452-0458
Facsimile: (858) 452-0478

AssetWorks LLC – Texas:

1777 NE Loop 410, Suite 1250
San Antonio, Texas 78217
Telephone: (210) 301-1701
Facsimile: (210) 301-0299

9.1.3. Location of the office servicing any California account(s).

Service for all FleetFocus M5 and FuelFocus accounts is handled from AssetWorks' headquarters in Wayne, Pennsylvania. Some additional support for California accounts may be provided by our La Jolla, California office. (Office addresses listed above.)

9.1.4. Number of employees both locally and nationally. Specify number of full-time employees residing in Long Beach.

AssetWorks LLC currently employs 246 people throughout North America, but we have no full-time employees residing in Long Beach.

9.1.5. Location(s) from which employees will be assigned.

Employees will be assigned from AssetWorks' headquarters in Wayne, Pennsylvania.

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9.1.6. Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.

Joe Keefe, National Account Executive
998 Old Eagle School Road, Suite 1215
Wayne, Pennsylvania 19087
Telephone: (720) 633-3043
Email: joe.keefe@assetworks.com

9.1.7. Company background/history and why Contractor is qualified to provide the services described in this RFP.

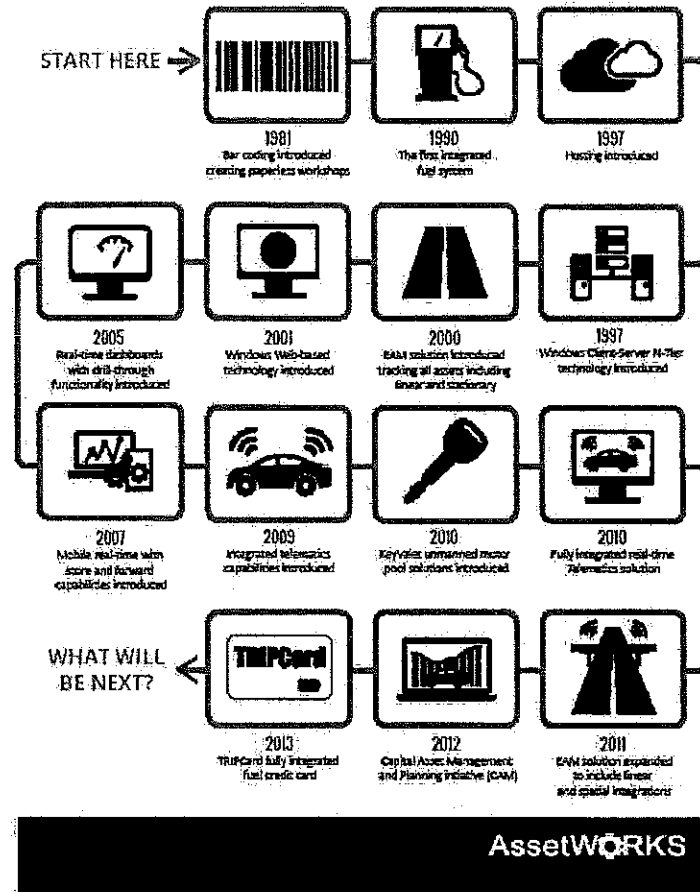
AssetWorks, the sole proprietor of FuelFocus, is a subsidiary of Constellation Software, LLC. (CSI) which was founded in 1979 to provide Enterprise Asset Management solutions to both the public and private sector. In its role as an industry leading Enterprise Asset Management (EAM) software provider, AssetWorks employs nearly 250 people who provide development, support and consulting services to both the public and private sector. AssetWorks has more fleet systems implementation and business process consulting experience than any other company. AssetWorks is not so much a technology company selling fuel management software, as a total fleet management company offering complete fleet and fuel management solutions. AssetWorks has the human resources, technological knowledge and expertise, and system methodologies to assess and make recommendations to complex fleet management systems. Our track record provides assurance of our professionalism and organizational skill working in tandem with a depth of knowledge unmatched in the industry.

AssetWorks has been headquartered in Wayne, Pennsylvania for nearly 30 years and maintains regional offices in San Antonio, TX, La Jolla, CA and Spokane Valley, WA. As a standalone subsidiary of a publically traded corporation, Constellation Software Inc., AssetWorks offers a depth of resources and financial surety unmatched in our industry. Because of this rock solid financial stability, AssetWorks continues to make significant investments in the future technology of efficient and effective fleet and fuel management.

AssetWorks enjoys a long history in the field of Enterprise Asset Management designed specifically for fuel and fleets. This long history does not preclude mission towards innovation and our determination to work with our valued customer-partners to improve all aspects of fleet maintenance management.

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FleetFocus A History of Innovation



As the largest and most successful organization in the world providing fleet-centric software solutions, AssetWorks is proud to claim some of the nation's largest and most successful organizations as valued client-partners utilizing our suite of enterprise asset management solutions including:

- Over 225 city customers throughout North America, including the cities of Dallas, Houston, Los Angeles, Detroit, Chicago, New York and Phoenix. *AssetWorks/FleetFocus serves nine of the ten largest cities in North America.*
- Seven of the ten largest utilities in the U.S including Exelon, First Energy Corp, Northeast Utilities, American Electric Power and Southern Companies just to name a few.
- 26 of the 50 States in the U.S., including Arizona, New Mexico, California, Pennsylvania, Virginia and Minnesota, State of Washington, State of New Jersey, State of Maine.

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- ⚙ Six of the top ten major United States private commercial fleets, including Hertz, Pepsi Bottling, Yellow Roadway Corp, Schneider National, Conway Transportation, FedEx Freight and Overnight Transportation.
- ⚙ More than 50 County governments, including the Counties of Sacramento, Los Angeles, Clark (NV), and San Diego (CA)
- ⚙ Over 80 transit systems, with 6 of the top 10 transit utilizing AssetWorks software, including Chicago (CTA), Boston (MBTA), Philadelphia (SEPTA), Seattle (King County Metro), St. Louis (METRO) and Houston (MetroRail).
- ⚙ Other leading fleets including the University of California (UCLA), United Airlines Ground Service, USAir Ground Service, Continental Ground Service, the Royal Mail UK and many others.

****For a full list of AssetWorks customers, please see our Customer List in the Appendix of this response.**

9.1.8. Length of time Contractor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

Providing fuel management solutions to the public and private sectors since the 1980's, AssetWorks is a pioneer in the deployment of fuel systems, working with the first commercially available solutions. The wide diversity of clients, integrations & products has provided AssetWorks with unparalleled experience for fueling hardware and software deployments. With more than 2200 fuel site installations across North America, AssetWorks has more fleet/fuel systems implementation and support experience than any other company. This means that we have the human resources, technological knowledge and expertise, and system methodologies to implement large complex fuel management systems. This proven track record provides the City with the assurance that the implementation will be conducted in a highly professional and well-organized manner, with minimum risk and disruption to ongoing City operations. Following implementation, we will also provide 24/7 emergency pager support to ensure that operations continue to run smoothly. We understand that the fuel system is mission critical and absolutely must operate flawlessly with maximum flexibility and minimum maintenance.

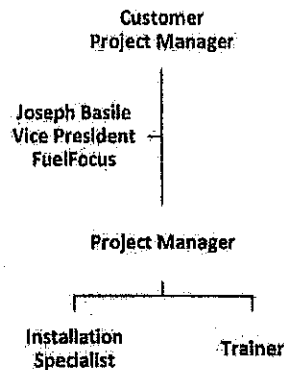
9.1.9. Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

Key members of the customer implementation team include: the Project Manager, Trainer(s), and an Installation Specialist to complete any hardware and software installations in the specified time frame. In addition, the Director of Professional Services will provide management oversight and support as needed to the project team.

The AssetWorks Project Manager is the principal client contact, and has ultimate responsibility for the successful completion of the project. The Project Manager is responsible for directing the day-to-day activities of the project. The Project Manager will also monitor the project resources to ensure quality delivery of services, provide bi-weekly status reports, if required, and initiate regular project team conference calls to ensure that the team is making sufficient progress toward the end objectives. The Project Manager is the client's first escalation point for any issues arising during the project.

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The following chart illustrates the organizational structure of the team:



Depending on the project, organizational roles may change. Some projects require individuals to assume multiple responsibilities. A team of experienced implementation professionals from AssetWorks will guide you through the implementation process, from pre-implementation planning to post production operations.

AssetWorks has many skilled FleetFocus consultants in our Professional Services group who are dedicated to providing installation, implementation, and training services. We have provided resumes for staff that may be committed to your implementation project.

AssetWorks will assign specific staff upon award of contract.

AssetWorks Professional Services' project management methodology makes us unique in the industry. Our sophisticated end to end project management methodology is comprised of a robust set of implementation methodologies providing the best solution approach based on products, project scope and the complexity of the proposed project.

Our experienced FuelFocus personnel include:

Joseph Basile- Vice President of Hardware Solutions

Joe has been in the fueling industry for over twenty six years. His early experience was involved in running a large chain of retail fueling facilities, giving him well-rounded experience with accountability and reconciliation issues. Joe is also responsible for bringing the first radio frequency based fueling systems to the United States from Israel in the late 1980's. His depth of experience includes all facets of service station construction and environmental compliance, project consulting and management experience in the USA and abroad, as well as large scale fuel management system implementations in the USA, Israel and Mexico. Joe's qualifications have led him to be contracted by most major fuel management system manufacturers and suppliers in the United States for consulting on sales and implementation of RF based fuel systems.

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Jill Coffin- Senior Fuel Project Manager

Jill has over 12 years of experience managing fuel operations with one of the nation's largest transit agencies. She has been working with AssetWorks since 2006 and handles implementation roll outs as well as technical support for the FuelFocus product.

***Please see full resumes for key FuelFocus managers in the appendix of this response.*

FuelFocus Customer Support:

The AssetWorks FuelFocus Support Desk personnel are located in Wayne, PA and are specially trained in troubleshooting hardware or network issues.

Mark Newton- Support Center Manager

Mark has worked as the Support Manager for 10 years and is responsible for on-boarding all new customers, prioritizing customer issues, port implementation customer training as well as management of Support Center

Tracie Spann- Senior Technical Fuel Support

Over 10 years' experience with FuelFocus including implementation and roll out, diagnostics and troubleshooting of the system

Lars Jorgenson- Senior Hardware Fuel Support – Vehicle Specialty

Lars has over 10 years' experience in Project Management for fleet operations. Lars has an extensive knowledge of fleet/transit maintenance methodology and has extensive knowledge and training history on the vehicle side of FuelFocus implementations.

Steve Barker- Technical Fuel Support

Providing front line technical support for FuelFocus application, hardware and network

Debra Hadley- FuelFocus Parts Fulfillment and Administration

Provides parts ordering, tracking and administration to FuelFocus customers.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes No Initials _____

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If "Yes", Contractor must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.

Western Pump References

City of Coronado
Fuel Management Installation
Manny Gonzalez
619-522-7386

Sycuan Casino
Fuel Management Installation
Chris Brown
619-455-6022

Riverside National Cemetery
Fuel Management Installation
Mike Cummings
951-653-8417

Cardiff Limousine
Fuel Management Installation
Gary Cardiff
760-568-1403

Vintage Club
Fuel Management Installation
Tim Hardy
760-343-8965

- 9.2.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments. AssetWorks will comply
- 9.2.1.5 Primary contractor shall not allow any subcontractor to

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commence work until all insurance required of subcontractor is obtained. AssetWorks will comply

Western Pump

For this project, AssetWorks proposes to partner with Western Pump, a fully-integrated – wholesale distribution, construction, service, and compliance testing – petroleum and lubrication systems firm based in Southern California. Western Pump specializes in the construction and servicing of fleet fueling facilities, aviation, retail service stations, marinas, convenience stores, and vehicle maintenance facilities, and has been in business since 1948 (under current ownership since 1988).

Western Pump is an active member of the Petroleum Equipment Institute (PEI) and subscribes and adheres to PEI Safety Guidelines and Best Practices in all of its service, construction, testing activities. Service support, reliability, quality of work performed and timeliness in providing service are its top priorities. Western Pump operates in Southern California and employs more than 90 people at its headquarters in San Diego. Its employees represent some of the best-trained construction, maintenance, and sales professionals in the industry.

Company History

Walter Reed, Troy Reese, and Mac Daniels left Western Services in 1948 and created Western Pump as a service company. For the next twenty-six years, Walter Reed ran the company as a successful service provider. Both Texaco and Atlantic Richfield were key accounts during those years. Walter's son, Bruce Reed, worked for Western Pump from 1968 to 1978. Bruce and Ray De La Hunt left Western Pump to join J.F. Keaveny and eventually became co-owners of the successful service company that still exists today.

In 1974 Walter sold the company to two of the owners of R.H. Alexander Co., a Los Angeles based distributor and service provider. Herb Chapin managed the San Diego operation until 1978 when William Biery Sr. took over management and assumed ownership. After Bill Biery's health declined, his son, Bill Jr. and wife, Nancy, managed the company for a short time. In 1988, Dennis and Jan Rethmeier acquired the assets and name of Western Pump, and further developed the business to include construction and compliance testing services.

Today, Western Pump is the only fully integrated petroleum equipment, maintenance, construction, and compliance testing company in Southern California. Western Pump provides the finest in wholesale equipment sales, installation, compliance testing, construction, and maintenance services. Moreover, Western Pump is a family owned and operated business with strong traditional family values interwoven throughout the fabric of the company. Ryan and Derek Rethmeier have both been with the company for over twenty years in increasingly responsible positions. Dana Rethmeier has been with the company for over two years heading up materials and warehouse management.

Western Pump Corporate Officers

Dennis Rethmeier, CEO

Ryan Rethmeier, President

Jan Rethmeier, Corporate Secretary

Small Business Certification

State of California Department of General Services #33547

AssetWORKS

Offices

Headquarters
3235 "F" Street
San Diego, CA 92102
619.239.9988 ph
619.239.9925 fax

Field Office
42945 Madio Street, #B
Indio, CA 92201
760.347.1115 ph
760.342.2879 fax

Field Office
15611 S. New Century Dr.
Los Angeles, CA 90248
310.327.1330 ph
619.239.9988 Dispatch

**Please refer to the appendix of this response for additional information about Western Pump rates, experience, and personnel.*

9.3 References

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years.

State of Washington DOT

Name: Christopher Case, Fleet Manager

Phone: (360) 705-7897

Email: casec@wsdot.wa.gov

Project Description: FuelFocus Implementation at 135 sites

Project Dates: 2013-2015

Technical Environment: WSDOT self-installed with only remote support after being trained on the first three locations

Staff Assigned to reference engagement that will be designated for work per this RFP: Joe Basile, Jill Coffin, Tracie Spann

City of Milwaukee

Name: Mike O'Donnell, Assistant Superintendent of Municipal Equipment

Phone: (414) 286-2720

Email: modonn@milwaukee.gov

Project Description: FuelFocus Implementation

Project Dates: 2007 - Present

Technical Environment: Twenty four locations installed, custom slow fill CNG added, WAF on all vehicles.

Staff Assigned to reference engagement that will be designated for work per this RFP: Jill

AssetWORKS

Coffin, Lee Christensen, Joe Basile

City of Dallas

Name: Tommy Ludwig, Project Manager

Phone: (214) 671-9116

Email: tommy.ludwig@dallascityhall.com

Project Description: FuelFocus implementation at thirteen location, WAF installed by our subcontractor on 3,300 vehicles

Project Dates: 2012 – Present. Since added Water Department, Schools, etc.

Technical Environment: Greatest achievement here was installing 3300+ vehicles in ten weeks or less via use of Velociti Inc.

Staff Assigned to reference engagement that will be designated for work per this RFP: Velociti Inc, Jill Coffin, Joe Basile, Tracie Spann

State of New Jersey

Name: Jim Schmidt

Phone: (609) 530-2200

Email: jim.schmidt@dot.state.nj.us

Project Description: FuelFocus Implementation

Project Dates: 2012-Present

Technical Environment: Installed at ninety locations between State DOT, Department of Treasury and State Police including WAF on over 8,000 vehicles. Continually adding sites to date of smaller locations from other State Departments.

Staff Assigned to reference engagement that will be designated for work per this RFP: Jill Coffin, Tracie Span, Steve Barker, Lars Jorgensen, Joe Basile

State of Texas DOT

Name: Bob White

Phone: (512) 467-5905

Email: Robert.r.white@txdot.gov

Project Description: FuelFocus Implementation at 274 locations, GPS in 12,000 vehicles, KeyValet at 32 locations

Project Dates: 2013

AssetWORKS

Technical Environment: 274 locations installed in less than one year

Staff Assigned to reference engagement that will be designated for work per this RFP: Jill Coffin, Tracie Span, Lars Jorgensen, Steve Barker, Joe Basile

9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

As a current vendor for the City of Long Beach (provider of FleetFocus M5), AssetWorks is already licensed to do business with the City.

AssetWORKS

Required Forms and Acknowledgement of Addenda

Please see the following pages for all required forms and addenda.



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

City of Long Beach
Request For Proposals Number FS16-014
For
Fleet Fuel Management Software

Release Date:	11/12/2015
Mandatory Pre-Proposal Meeting:	11/30/2015
Contractor Questions Due:	12/03/2015
Posting of the Q & A:	12/10/2015
Due Date:	01/05/2016

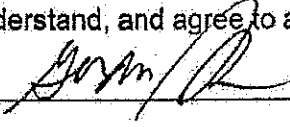
City Contact: Sokunthea Kol *Buyer* 562-570-6123

See Section 4 for instructions on submitting proposals.

Company Name AssetWorks LLC Contact Person Joe Keefe
 Address 998 Old Eagle School Rd, Suite 1215 City Wayne State PA Zip 19087
 Telephone (610) 687-9202 Fax (610) 971-9447 Federal Tax ID No. [REDACTED]
 E-mail: joe.keefe@assetworks.com

Prices contained in this proposal are subject to acceptance within 180 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 12/4/15

Signed 

Print Name & Title Gordon Smith, Vice President

Rev 2014 1001

**ATTACHMENT A
CERTIFICATION OF COMPLIANCE WITH
TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

YES ___ NO X SIGNATURE 

EXCEPTIONS:

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
8. Warranty/Maintenance and Service	22	AssetWorks provides limited warranties typical of the industry. For 90 days, software is warranted to conform to specifications.
12.7 Copyright AND 12.15 Patent Rights AND 12.18 Rights to Data AND 12.19 Rights to Use Inventions	26 and 28	AssetWorks' solution is a proprietary solution, and AssetWorks will retain all pre-existing intellectual property and any derivatives thereof.
13.22 Terms, Conditions and Exceptions	31	AssetWorks reserves the right to assist in the completion of the blanks in the Customer Terms and to review any final terms.
13.23 Terms, Conditions and Exceptions	31	AssetWorks' response should take precedence over the RFP, because AssetWorks' response describes how AssetWorks will meet the requirements of the RFP and accordingly should govern. AssetWorks requests the following order of precedence: the final executed contract, any modifications and clarifications to the awarded Contractor's proposal, the awarded Contractor's proposal, and the RFP.
Appendix B, Consultant Agreement: 9. Ownership of Data AND 10. Termination AND 22. Copyrights and Patent Rights	7	Customer shall retain any and all data belonging to Customer. AssetWorks' solution is a proprietary solution, and AssetWorks will retain all pre-existing intellectual property and any derivatives thereof.
Appendix B, Consultant Agreement: 11. Confidentiality	8	AssetWorks requests that this article be made reciprocal.
Appendix B, Consultant Agreement: 16. Entire Agreement	9	<ul style="list-style-type: none"> • AssetWorks is proposing a proprietary solution. AssetWorks believes more robust terms are required to fully define the parties' rights and obligations with respect to the entire solution and suggests the use of the AssetWorks' standard agreements or provisions from them to supplement the Customer Terms, especially with respect to license of software and maintenance services to be provided. • Any final agreement must include license terms that protect AssetWorks' intellectual property. Our standard Software License Agreement is attached for your review. • AssetWorks would recommend adding under this provision its Software Maintenance Agreement, which describes its standard maintenance program. • AssetWorks is willing for Customer Terms to be the basis of any final contract; however, AssetWorks believes additional terms are needed to fully define the parties' rights and obligations.

Appendix B, Consultant Agreement: 17. Indemnity	10	AssetWorks will be responsible and indemnify customer for third party claims rising directly from the acts or omissions of AssetWorks. Except for third party claims for personal injury, property damage, and infringement; AssetWorks requires a limitation of liability in all contracts capping the amount of damages to the contract value and the type of damages to direct.
Attachment I, Insurance Requirements: Indemnification	63 (of .pdf)	AssetWorks will be responsible and indemnify customer for third party claims rising directly from the acts or omissions of AssetWorks. Except for third party claims for personal injury, property damage, and infringement, AssetWorks requires a limitation of liability in all contracts capping the amount of damages to the contract value and the type of damages to direct.
Limitation of Liability (New)	(New)	By corporate policy, AssetWorks requires a limitation of liability in all contracts that limits liability to direct damages and caps the amount of liability to the contract value.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

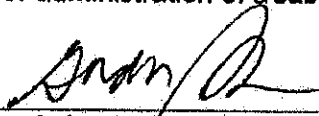
Attachment C

Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

 12/4/15

Authorized signature and date

Gordon Smith, Vice President

Print Name & Title



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

AssetWorks LLC
Business/Contractor/Agency

Gordon Smith
Name of Authorized Representative

Vice President
Title of Authorized Representative

Signature of Authorized Representative

12/4/15
Date

i20141001



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the
Purchasing Division in the City of Long Beach Business Relations Bureau at 562-570-6200***

Rev 12.11.13

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Trapeze Software Group Inc.	
2 Business name/disregarded entity name, if different from above AssetWorks LLC (fka AssetWorks Inc.)	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code(s) (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) 998 Old Eagle School Road, Suite 1215	Requester's name and address (optional)
6 City, state, and ZIP code Wayne, PA 19087	
7 List account number(s) here (optional) EIN of AssetWorks Inc.: 46-0521049	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>DA Pen</i>	Date ▶ <i>2/20/15</i>
------------------	--	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

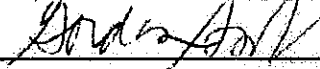
Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO,

the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Gordon Smith Title: Vice President

Signature:  Date: 1/13/2016

Business Entity Name: AssetWorks LLC

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: <u>AssetWorks LLC</u>	Federal Tax ID No. <u>[REDACTED]</u>
Address: <u>998 Old Eagle School Road, Suite 1215</u>	
City: <u>Wayne</u>	State: <u>PA</u> ZIP: <u>19087</u>
Contact Person: <u>Joe Keefe</u>	Telephone: <u>720.633.3043</u>
Email: <u>joe.keefe@assetworks.com</u>	Fax: <u>610.971.9447</u>

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes X No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? X Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 X Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 X Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? X Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

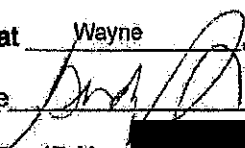

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 13th day of January, 2016, at Wayne, PA
Name Gordon Smith Signature 
Title Vice President Federal Tax ID No. 

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, January 12, 2016. Please refer to Processing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name	ASSETWORKS LLC
Entity Number	201402210447
Date Filed	01/17/2014
Status	ACTIVE
Jurisdiction	DELAWARE
Entity Address	998 OLD EAGLE SCHOOL RD STE 1215
Entity City State Zip	WAYNE PA 19087-1805
Agent for Service of Process	C T CORPORATION SYSTEM (C0168406)
Agent Address	*
Agent City State Zip	*

* Indicates the information is not contained in the California Secretary of State's database.

* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to Name Availability.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests.
- For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

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INSURANCE REQUIREMENTS

INDEMNIFICATION: Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the work under this Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

INSURANCE: As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at Contractor's expense for the duration of this Contract from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and their officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and their officials, employees, and agents.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering owned, non-owned, and hired automobiles.
- (d) Professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and in aggregate covering the services provided pursuant to this Contract.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach, and their officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.


Any subcontractors which Contractor may use in the performance of this Contract shall be required to indemnify City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

INSURANCE REQUIREMENTS

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

Contractor shall be required to submit proof of insurance if award is made and notice given by the City. Failure to submit this proof within ten (10) calendar days after notice of award may disqualify the proposal.

By submitting a signature below, Proposer promises that insurance requirements can be provided as requested.

Printed Name:	<u>Gordon Smith</u>	Title:	<u>Vice President</u>
Signature:	<u></u>	Date:	<u>12/4/15</u>



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
rfppurchasing@longbeach.gov

November 23, 2015

NOTICE TO BIDDERS

ADDENDUM NO. 1

RFP FS 16-014 Fleet Fuel Management Software

Please acknowledge receipt of this addendum by signing and submitting with your proposal.

Please note the following changes:

- 1. MANDATORY PRE-PROPOSAL CONFERENCE/SITE WALK:** The City will conduct a mandatory pre-proposal conference and site walk at 2:30 p.m. December 1, 2015, in the Auditorium at Long Beach Gas & Oil Department, 2400 E. Spring Street, Long Beach, CA 90806.

You are required to submit this addendum with proposal. **Any bidder who fails to submit this addendum will be disqualified.**

Prepared By: Sokunthea Kol Date: November 23, 2015
Buyer

Acknowledged By: [Signature] Date: 1/8/2016

Firm of: Asset Works LLC

Addendum #2 RFP FS 16-014

34. Q: Can contractors visit all sites? Drawing are not 100% complete and some sites you are requiring new pulser cables and other items to be run. Will you accept surface mounted or overhead conduits from a dispenser to the location of the Island Controller?

A: The City may allow for additional site visits for proposers who are invited to the onsite demonstration. The City will not accept surface-mounted or overhead conduits from the dispenser to the location of the Island Controller.

35. Q: Section 7.4.1 requires the use of a Systimax certified cable contractor to install OSP outdoor cable. Does the City of a contractor of choice?

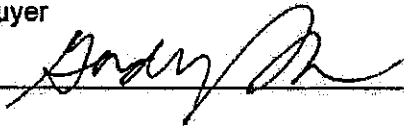
A: The City does not have a contractor of choice.

36. Q: Section 7.4.2 – please verify all Veeder Root have ethernet cards installed and are programmed with a static IP address

A: All Veeder Roots have Ethernet cards and static IP addresses.

You are required to submit this addendum with original proposal. Failure to submit this addendum may disqualify your proposal.

Prepared By: Sokunthea Kol Date: December 11, 2015
Buyer

Acknowledged By:  Date: 1/8/2016

Firm of: Assetworks LLC

RFP No. FS 16-014

Fleet Fuel Management Software

Follow-up Questions

1. Clarify range and Wi-Fi capability for "drive-by" data download, as follows:
 - a. Does your system offer a capability to download vehicle data when driving in proximity to the fuel island terminal? Yes.
 - i. If so, how is that accomplished? The FJ3 box will automatically download when fueling or when within 250' of the WAF Antenna on the fuel island utilizing a proprietary technology at 2.4Ghz. Additional download locations could be setup aside from fuel sites if needed.
 - ii. If so, what is the range? 250'
2. Specify if your system also offers the ability to download data through City Wi-Fi. The FJ3 does not support standard Wi-Fi
3. Please provide details on your system's ability to self-diagnose and notify the user (City) if an issue requires for a technician to be dispatched. Our Island Controller self-reports pulser failure issues, Veeder Root alarms, nozzle tag battery life. M5 will automatically check to see if our Island Controllers are online on a user defined interval and will report if an Island Controller is not online.
4. Regarding the ability of your software to provide "driver behavior/performance" monitoring; this is a critical capability to Long Beach. We understand you have not yet released it to market, yet given its importance to us, please answer the following:
 - a. When can you provide this capability? Within six months of a PO
 - b. What can you commit to for the cost (and please break out in detail)? We can offer this functionality (described on next page) as a hosted solution at a rate of \$3.50 per vehicle per month. This would include all the functionality that was previewed at the FSS booth at the User Conference. We will also offer this to the City of Long Beach as a 20% module called Driver Report Card. The full description of this offering is also attached.
 - c. When you do deploy this capability, will it require any change (hardware or software) to each vehicle? Please explain in detail what is required to add the driver behavior functionality to individual vehicles if they are already equipped with the Fleet Journal III box. If Long Beach waits 12 weeks from PO, we will deliver all FJ3 boxes with necessary accelerometers installed in the units. We will also deliver all units with the driver ID

AssetWORKS

Section 1 – Clarifications

Please see the following pages for AssetWorks' clarifications and responses to all questions.

functionality which includes a Dallas Chip Key as per picture below and a reader for mounting in vehicle that a driver would use to sign in.



Assuming a May 1, PO from Long Beach, AssetWorks can commit to having all sites and vehicles (if using our subcontractor for vehicles) completed by the end of the calendar year. Passive GPS Module with geofence, speed and RPM violations would be delivered at or about the same time as going live on sites with Driver Behavior coming no later than December 31, 2016.

Please note that AssetWorks filled out your price sheet under the assumption that the City did not want to incur a monthly fee per vehicle for the driver behavior/driver report card functionality so we have proposed this as a one-time module with annual maintenance like any other FleetFocus module. Please see attached document detailing what will be released as the Driver Behavior Module in FleetFocusM5. All items in black will be included in this module. All items in red reflect the FSS offering that was previewed at the AssetWorks Academy. If the City wants this functionality, AssetWorks would waive the one-time Driver Behavior Module Fee in lieu of a \$3.50 per month per vehicle fee and M5 would simply provide a link to the FSS Site for viewing, editing and/or printing reports.

Driver Behavior

The core driver behavior elements which are user defined:

- **Speeding** - by % over speed limit
- **Speeding Threshold** – High threshold & Critical threshold
- **Speeding by Geofence** – user defined speed limits within Geofences
- **Idling** – administrator defined time period generates idling event
- **Excessive acceleration/braking/swerving.** Monitors G-force events to track aggressive driving.
- **Unauthorized Use.** Monitors use of vehicle outside any set time frames, configurable on a day by day basis

Dashboard Module

- Key Performance Indicators (KPI's) for Fleet, Driver or Vehicle
- KPI data for the past day, week, month, or two months
 - Distance Travelled
 - Excessive Acceleration / Braking / Turning
 - Idling
 - Speed Limit / Speed Threshold
 - Reporting (vehicles only)

Vehicle History Module

- Vehicle history available for one or multiple vehicles
- Vehicle history can be saved
- Vehicle history can be for last 2, 4, 6, 12, 24 hours or custom time period
- Can search for vehicle history with one, more or all specific criteria listed:
 - Excessive Acceleration / Braking / Turning / idling
 - Speed Limit or Speed Threshold Violation
 - Unauthorized Movement
 - Geofence in/out alert
- History "Search Area" function allows you to highlight an area on the map and choose a time frame. FSS will search all vehicle histories and display only the vehicles that were in that area at that specific time. Ideal for managing customer complaints or service issues and pinpointing if any vehicles were in the area of question at the specified time.

Reports

- Reports available in PDF, Excel Format or CSV format
- Reports built with both live & historical data
- Reports can be custom built to specific needs and/or applications
- Standard Reports:
 - Driver Scorecard
 - Geofence events
 - Idling
 - Mileage
 - Speed Limit
 - Speed Violations (All)
 - Top Idlers
 - Vehicle Location
 - Vehicle Summary
 - Vehicle History

Administrative

- Manage Vehicles & assets and related attributes.
 - Modify all parameters down to an individual basis or use global parameters
 - Enable driver behavior parameters (idling, speeding, g-force parameters)
- Manage employees
 - Creation, termination & reinstatement of seasonal employees
 - Assign roles, passwords and general
- Manage system security
 - Create logins
 - Create roles and associated levels of system access (view only, edit, or no access)
- Manage Event Alerts
 - Event alert wizard manages immediate alerts for any driver behavior event deemed critical
- Manage Geofence
 - Create via point and click on the map
 - Assign events based on Geofence entry/exit/speed or combination of both

Please note that all items in black represent the Driver Behavior Module within FleetFocus. All items in red represent the FSS solution which involves a monthly fee.

EXHIBIT "A-2"

Rates or Charges

COST PROPOSAL

Presented To
City of Long Beach



Presented By:

AssetWORKS

Point of Contact:

Joseph Basile, Vice President

AssetWorks, LLC

998 Old Eagle School Road

Wayne, PA 19087

Phone: (610) 228-0120

Email: joseph.basile@assetworks.com



**City of Long Beach
FuelFocus FMS System
12 Locations (13 Island Controllers)**

FUELFOCUS CONTROLLERS	QUANTITY	DISCOUNTED LIST	EXTENDED LIST
FuelFocus RF 2 Hose Wall Mount (FS 13)	1	\$ 6,187.50	\$ 6,187.50
FuelFocus RF Controller - 2 Hose	8	\$ 9,648.78	\$ 77,190.24
FuelFocus RF Controller - 4 Hose	1	\$ 13,475.00	\$ 13,475.00
FuelFocus RF Controller - 8 Hose	1	\$ 14,052.50	\$ 14,052.50
FuelFocus RF Controller - 4 Electronic Dispensers MPD	2	\$ 12,632.46	\$ 25,264.92
DDA Lite - with power supply (Non MPD)	4	\$ 736.98	\$ 2,947.92
FUELFOCUS CONTROLLER OPTIONS			
High Power RF Controller Antenna w/mast	12	\$ 660.00	\$ 7,920.00
AWID Option	13	\$ 380.60	\$ 4,947.80
UPS Power Conditioners	13	\$ 119.37	\$ 1,551.81
Omron DPST-NO Relays w/Base	46	\$ 29.62	\$ 1,362.52
EJ Ward Pedestal Adapter	12	\$ 495.00	\$ 5,940.00
SOFTWARE & INTEGRATION LICENSES			
Passive GPS Module (20% Module = \$16K - 20% Discount)	1	\$ 12,800.00	\$ 12,800.00
Driver Behavior Module (30% module = \$24K - 20% Discount)	1	\$ 19,200.00	\$ 19,200.00
FleetFocus Integration License	13	\$ 2,495.00	\$ 32,435.00
FleetFocus VDC Integration License (discounted 50%)	13	\$ 1,295.00	\$ 16,835.00
Veeder Root Integration (per site if multiple sites)	12	\$ 1,295.00	\$ 15,540.00
NOZZLE TAGS			
Universal Nozzle Tag	48	\$ 325.68	\$ 15,632.64
IDENTIFICATION OPTIONS			
HID Keys	250	\$ 6.92	\$ 1,730.00
FleetJournal III (FJ3) RF Vehicle ID Box	982	\$ 155.20	\$ 152,406.40
SVID Fuel Option	699	\$ 52.80	\$ 36,907.20
Hard Wire Option	900	\$ 52.80	\$ 47,520.00
Vehicle Fuel Inlet Antenna	1599	\$ 18.05	\$ 28,861.95
OBDII Canbus Easy Connect "Y" Cable	918	\$ 26.95	\$ 24,740.10
9 Pin Deutsche Easy Connect "Y" Cable	64	\$ 56.95	\$ 3,644.80
Passive GPS Upgrade Kit	982	\$ 99.50	\$ 97,709.00
Driver ID Dallas Reader with Key	982	\$ 56.92	\$ 55,895.44
Vehicle Installation Kits	982	\$ 12.00	\$ 11,784.00
FJ3 Programming Kit	2	\$ 1,654.40	\$ 3,308.80
SVID Activation Device	2	\$ 281.60	\$ 563.20
RF Vehicle Starter Kit	2	\$ 1,576.50	\$ 3,152.99
SPARE PART KIT OPTIONS			
Spare Parts Kit HID	1	\$ 6,124.20	\$ 6,124.20
Spare Parts Kit Mobile - HID	1	\$ 6,228.00	\$ 6,228.00
PROFESSIONAL SERVICES			
Fuel Master Technician <i>on site terminations and start up</i>	180	\$ 205.00	\$ 36,900.00
Fuel Software Installer/Trainer <i>Installs software, trains customer on setup & reports</i>	40	\$ 205.00	\$ 8,200.00
Remote Start Up Assistance	36	\$ 205.00	\$ 7,380.00
RF Vehicle ID Box Installation Training	40	\$ 205.00	\$ 8,200.00
Fleet/Fuel Project Manager	54	\$ 235.00	\$ 12,690.00
Driver Report Card Module Installation and Configuration	40	\$ 205.00	\$ 8,200.00
Passive GPS Module Installation and Configuration	40	\$ 205.00	\$ 8,200.00
FuelFocus Hardware Training	8	\$ 205.00	\$ 1,640.00
Subcontractor - Site Readiness Western Pump	1	\$ 96,407.52	\$ 96,407.52
Go Live Support - Fuel Technician	40	\$ 205.00	\$ 8,200.00
Travel Expenses (estimated) <i>Billed at actual at job completion</i>	5	\$ 2,500.00	\$ 12,500.00
MAINTENANCE & SUPPORT			
Maintenance & Support - Year One	1	\$ 21,587.00	\$ 21,587.00
SHIPPING OPTIONS			
Standard Shipping	17	\$ 95.00	\$ 1,615.00
PROJECT TOTAL COST			\$ 985,578.45

NOTES/ASSUMPTIONS

1. Assumes all dispensers have pulsers and are fuel system compatible
2. Does not include permits, permit fees or site as built drawings.
3. Subject to any applicable state and/or local sales tax, import duties, PST, VAT.
4. 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.
5. Assumes mobile trucks will have pulsers and solenoid valves installed.
6. Assumes MFC will be mounted, and conduit loom and wires run as needed.

Following represents a scope of work as deemed necessary from Tait Environmental Site Visits

EQUIPMENT PACKAGE:

Seven (7)	VEE33	Veeder-Root TCP/IP Module.
1,500 FT.	1571	Systimax Solutions 1571 Network Cable

SCOPE of WORK:

Remove and properly dispose of existing Fuel Management Terminals.
Install Twelve (12) new AssetWorks Fuel Management Terminal with Pedestal mount in the same location (Terminal Equipment provided by others).
Make necessary dispensers connections using existing pulse output boards.
Pull new Cat-6 Systimax flooded cable from Fuel Management Terminal to Tank Monitor.
Install Seven (7) new Veeder-Root TCP/IP cards in existing Veeder-Root which according to the Tait Inspection report do not currently have one..
Program tank monitoring system with new connection.
Clean up all trash and debris caused by our work.

Our Price for the Above Scope is: \$96,407.52

NOTES:

Above price excludes any/all regulatory testing or inspections.
Above price excludes any/all tank monitor re-starts.
Above price excludes any/all permit fees, handling or processing.
Above price excludes any/all trenching for resurfacing of any kind (utilizing existing conduits)(According to Tait Inspection report there are existing conduits at sites 11, 34 and 59 that could be used).
Above price excludes crash protection bollards.
Above price excludes any/all Repairs to existing defective Equipment (Fuel Dispensers, Flow Meters, Electrical Wiring, etc.).
Above price excludes any/all additional Equipment not specifically listed above.
Above price is based on utilizing existing electrical.
Above price is based on utilizing existing conduit runs. If additional work is required do to blockage, Western Pump will be compensated at a rate of \$114.00 per man hour plus materials.
Fire Station #13 does not currently have a fuel management system and will require a new install adjacent to the dispenser utilizing aboveground conduit for power and communication.
Installation option requires assistance / cooperation from the Cities IT department.
Lead time: currently 6-8 weeks max A.R.O.

Assumes all Mobile Fuel Trucks are FMS Ready:

ALL MOBILE FUEL CONTROLLERS COME WITH STANDARD 802.11 WIFI CARDS INSTALLED. IF LONG BEACH WANTS CELLULAR MODEMS THERE WILL BE ADDITIONAL FEES.

- 1) Mount the FuelFocus Mobile Controller controller to the vehicle. Front passenger seat is recommended location.
- 2) Conduit/loom requirements - Run a conduit/loom or cable from the following areas to the Mobile Controller as needed. Our electrical requirements to each FMS Controller are as follows:
 - a. Run a conduit/cable for 12VDC power from the battery to the FuelFocus Mobile Controller.
 - b. Run a conduit/cable from the FuelFocus Mobile Controller to be terminated at or near the 12VDC solenoid valve that needs to be installed on all fuel lines
 - c. Run a conduit/cable from the controller to be terminated at or near the meter pulser
- 3) Cable Requirements - Have mechanic/electrician pull the following cables - leaving at least three feet extra to extend above the top of the controller and as much as possible to fit in the electrical junction box within the dispensers: The items lettered below correspond with the same letter of the conduit above.
 - a. Two 14AWG minimum THHN gas/oil resistant wires for power, ground to FMS Controller from battery .
 - b. Pull two 14AWG minimum THHN gas/oil resistant wires to each solenoid valve
 - c. Pull a two conductor 18AWG shielded cable to the pulser for communication.
- 4) Call AssetWorks to schedule a date for final terminations when all of the above is done.

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 30. 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 Inc. (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 this warranty.

Damage suffered by FuelFocus equipment resulting from shipping, accident, power 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 _____

EXHIBIT "B"

City's Representative:

Oliver Cruz

(562) 570-5430

EXHIBIT "C"

Materials/Information Furnished: None

16 SEP 21 PM 4: 12

RECEIVED
CITY CLERK
LONG BEACH, CA