RESOLUTION

No. 18-303

Date of Adoption: MAY 17, 2018

Approved as to form and legality

WALTER D. DENSON, ESQ., CITY ATTORNEY

Factually content certified by

TERRENCE MCEWEN, BUSINESS ADMINISTRATOR

Councilman /woman presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 ET SEQ TO ASSETWORKS, LLC, 998 OLD EAGLE SCHOOL ROAD, #1215, WAYNE, PA 19087 FOR FLEET MANAGEMENT SERVICES FOR THE CITY OF TRENTON IN AN AMOUNT NOT TO EXCEED $248,131.43 FOR A PERIOD OF THREE (3) YEARS CC2018-05

WHEREAS, Resolution Number 18-111, dated March 15, 2018 authorized the utilization of competitive contracting in lieu of public bidding for Fleet Management Services for the City of Trenton, Department of Administration as required pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1 et. seq.; and

WHEREAS, a Request for Competitive Contracting Proposal was advertised and two (2) proposals were received on April 17, 2018 and were evaluated based on criteria that included experience and qualifications, quality of technical proposal, price proposal and responsiveness to the specifications; and

WHEREAS, the proposal of Assetworks, LLC, 998 Old Eagle School Road, #1215, Wayne, PA 19087 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

WHEREAS, funds in an amount not to exceed $248,131.43 for a period of three (3) shall be available in the following account number (s): 8-01- -25-2540-290 at $82,710.48 per year contingent upon the adoption of the FY’19, 9-01- -25-2540-290, FY’20 0-01- -25-2540-290 and FY’21 1-01- -25-2540-290 temporary and or final budget with an option to extend two (2) one (1) year extensions (4th year in an amount not to exceed $14,965.18) and (5th year in an amount to in an amount not to exceed $263,096.61).

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton as follows:

1. The Mayor is hereby authorized to enter into a contract with Assetworks, LLC, 998 Old Eagle School Road, #1215, Wayne, PA 19087, for the City of Trenton, Department of Administration, in an amount not to exceed $248,131.43 for a period of three (3) years with an option to extend two (2) one (1) years.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.

3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk’s Office.

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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on MAY 17, 2018

President of Council

City Clerk
COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL
CC2018-05
RESOLUTION 18-303 and RESOLUTION 18-370

THIS CONTRACT, made this 18TH day of MAY 2018 by and between the CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 a Municipal Corporation of the State of New Jersey, ("City") and ASSETWORKS LLC, 998 OLD EAGLE SCHOOL ROAD, #1215, WAYNE, PA 19087 ("CONTRACTOR")

WHEREAS, Resolution 18-303 adopted on March 17, 2018, awarded a contract to AssetWorks, LLC for Fleet Management Services for the City of Trenton, Department of Administration in an amount not to exceed $248,131.43 for a period of three (3) years with an option to extend year (4) four in an amount not to exceed $14,951.18 and year (5) five in an amount not to exceed $263,096.61 per attached scope of services filed in the Division of Purchasing; and

WHEREAS, Resolution No. 18-303, the contract amount and subsequent certification of funds were erroneously, stated the 5th year option to renew, as an amount not to exceed $263,096.61.

WHEREAS, pursuant to Resolution 18-370, the correct amount and subsequent certification of funds, for the 5th year option to renew should be in an amount not to exceed $15,713.44 for maintenance only.

WHEREAS, the City has a need for PROFESSIONAL SERVICES for Fleet Management Services for the City of Trenton, Department of Administration.

WHEREAS, Contractor agrees to provide PROFESSIONAL SERVICES for Fleet Management Services for the City of Trenton, Department of Administration in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. PROFESSIONAL SERVICES:

   The City agrees to retain ASSETWORKS, LLC, 998 OLD EAGLE SCHOOL ROAD, #1215, WAYNE, PA 19087 hereinafter set forth at the request of and under the general supervision for the City of Trenton, Department of Administration.

2. SCOPE OF SERVICES

SEE ATTACHED SCOPE OF SERVICES

DURATION OF THE CONTRACT:
This contract shall remain in full force and effect for a period of period three (3) years in an amount not to exceed $248,131.43 with an option to extend two (2) one (1) year extensions. (4th year in an amount not to exceed $14,951.18) and (5th year in an amount not to exceed $15,713.44).

3. COMPENSATION:
(a) All work performed by the Contractor is a continuance to complete the project.
(b) The Contractor shall submit monthly bills for services complete with appropriate support documentation to justify said billing.

4. STATUS OF CONTRACTOR:
It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.

5. NOTICES: Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.

6. INTEGRATION: Resolution #18-303 and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbinding, void, and of no affect and neither party has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Public Works.

7. ENFORCEABILITY: If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

8. GOVERNING LAW: This Contract shall be governed by the laws of the State of New Jersey.

9. MISCELLANEOUS PROVISIONS:

a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

b. Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive
consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.

c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.

d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.

e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

f. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.

g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:

1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.

3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4

10. **Limitation of Liability:** It is understood by the parties that this section is not intended to be indemnity, provided by the City but a reasonable cap on liability for contractual damages claimed by the City. The parties agree as follows:
   a. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred, limited to the amount of fees for which Contractor contracted under the Attachment that is the subject of the claim provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.
   b. Irrespective of the basis of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised

11. **Intellectual Property Rights:**
   a. SOFTWARE FIRST DEVELOPED. Unless otherwise provided in an Attachment, Contractor grants to the CUSTOMER the same rights, and CUSTOMER undertakes the same obligations with respect thereto, any new software and/or documentation first developed by Contractor under this Agreement that the CUSTOMER received pursuant to the Software License Agreement in effect between the parties.
   b. CONTRACTOR EXISTING SOFTWARE. Contractor retains title to and ownership of all software and enhancements or modifications thereto, and/or documentation furnished to the CUSTOMER under this Agreement to which it had title to or ownership of prior to the commencement of this Agreement.

12. **Confidential Information:**
   a. Because either party may have access to information of the other party that the other party considers to be confidential or proprietary ("Confidential Information"), each party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable Attachment. Nothing herein will be deemed to restrict a party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.
   b. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing party; (iii) the disclosing party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.
c. Because of the unique nature of the Confidential Information, each party agrees that the disclosing party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section G, and that monetary damages may be inadequate to compensate the disclosing party for such breach. Accordingly, the recipient agrees that the disclosing party may, in addition to any other remedies available to it, be entitled to injunctive relief.

13. **Termination:** Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and the defaulting party is provided with thirty (30) calendar days written notice of such default; provided, there shall be no default and no termination if the breach is cured within the notice period or, if the breach cannot reasonably be so cured, diligent efforts to effect such cure are commenced during that period and are continued until the cure is completed, which shall be within a reasonable time.
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK

DATE

10/16/18

CITY OF TRENTON

W. REED GUSCIORA, ESQ.
MAYOR

DATE

10/10/18

Commonwealth of Pennsylvania
NOTARIAL SEAL
JUDITH L. SONS, NOTARY PUBLIC
Tredyffrin Township, Chester County
My Commission Expires September 30, 2021

DATE

9/25/2018
SCOPE OF SERVICES

3. STATEMENT OF WORK
The vendor shall create, provide and maintain a permanent, detailed automated record system for each vehicle and vehicle category in order to provide a basis for optimum fleet management and provide detailed maintenance and operating information for the City of Trenton.
The management system should be capable of seamlessly tracking and monitoring data and services performed on vehicles. The management software shall also offer solutions on the purchasing and selling of vehicles for City use. It shall also offer solutions on tracking employee usage, as well as timeliness of repairs and issues with vehicles.
Reporting and allowing real time access to reports and documentation is paramount for any solution offered. The system shall be capable of tracking an unlimited number of equipment units and supports an unlimited number of workstations from any number of locations. It shall also allow access for all authorized fleet employees, customers, and vendors.
The software management system should easily create new asset records, manage the assignment of assets to different departments, track the assignment of assets to drivers, track basic procurement details, including leased equipment, and keep records of all auctioned vehicles.
The software must include solutions in the listed function areas:

Shop Operations:
- Opening/closing work orders
- Work request management
- Work schedules
- Work order history
- Shop reporting
- Labor capture

Shop Floor:
- Labor Capture
- Adding/Completing jobs
- Part entry
- Asset repair history
Parts Inventory:
- Procurement procedures
- Issuing, receiving, returns, transfers, and adjustments
- Part query
- Inventory setup

Equipment Assets:
- Purchasing
- New equipment setup
- Disposal
- Licensing
- Assignment

The City of Trenton is seeking modules for, but not limited to, asset management, maintenance operations, fuel management, and financial management. The asset management module shall create and maintain records for the following: unit master records, license and permitting records, acquisition and disposal of vehicles, unit history, repair, cost and assignment, capitalization and leasing records of vehicle purchases. The maintenance operations module shall maintain records for the following: repair orders, commercial repairs, preventative maintenance, job standards, recalls and warranty claims management. It shall also support parts inventory management systems, parts master catalogs, location inventory control, manage auto reorders, maintain a log and copies of purchase orders and contracts, and physical inventory. The fuel management module shall be able to integrate with third party fuel controllers and upload fuel transactions. This module shall be able to automate fuel transaction collection and manage fuel islands and tanks. The financial management module shall retain billing and cost allocations, and workshop labor capture. It shall link every transaction to the correlating expense account. These modules shall generate notifications to users when updates occur.

The City of Trenton is seeking a module to track authorized drivers for vehicles, including personal and license details and shall support all reporting on driver’s qualifications and compliance. It shall also have an accident management module that will support details of crashes and link information back to the repair of the vehicle. The software shall also be able to provide monthly reports to analyze performance and metrics and send notifications for trend analysis.

Evaluation Criteria will be as follows:

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<th>Experience and Qualifications</th>
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<tr>
<td>Implementation, transition, delivery, security, and training</td>
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<td>Costs</td>
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<td>Technical specifications</td>
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<td>A Scheduled Presentation is Required</td>
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SOFTWARE LICENSE AGREEMENT
AND RELATED HARDWARE PURCHASE

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Software License Agreement ("Agreement") is made as of the 25 day of Sept, 2018 ("Effective Date") by and between AssetWorks LLC a Delaware limited liability company with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks"), and City of Trenton a Municipal Corporation of the State of New Jersey, with offices at 319 East State Street, Trenton, New Jersey 08608 ("CUSTOMER"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

Article I. HARDWARE PURCHASE AND SOFTWARE LICENSE

A. Customer shall purchase the hardware listed on Schedule 1, if any. Title to the hardware shall pass upon shipment.

B. AssetWorks grants to CUSTOMER a non-exclusive, perpetual (subject to Article V) non-transferable license for the number of users specified in Schedule 1 ("Users") to make use of the software specified in Schedule 1 (herein "Software") on the CUSTOMER's database servers and application servers ("Environment"). Except as provided above, use of Software in excess of limits defined in Schedule 1 or other than on the Environment requires additional fees. CUSTOMER's license is to use the Software in its own business; CUSTOMER has no right to use the Software in processing work for third parties.

C. CUSTOMER shall have the right to use only one copy or image of the Software for production purposes to manage up to the number of Active Equipment Units identified in the Product Schedule (Schedule 1) and shall not copy or use the Software for any other purpose except (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the Software, provided such testing copy shall not be used in a live production environment. CUSTOMER may increase the number of authorized Active Equipment Units by executing a subsequent Product Schedule and paying in full the applicable fees. Upon signing the subsequent Product Schedule and paying in full the applicable fees, CUSTOMER shall have the right to monitor the revised number of Active Equipment Units as set forth in the subsequent Product Schedule. "Active Equipment Unit" shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted.

D. If any third party software is provided to CUSTOMER pursuant to this Agreement, such license shall be in accordance with terms set forth in Schedule 1.

E. Source Code shall mean software in human-readable form, including all appropriate programmer's comments, data files and structures, header and include files, macros, make files, object libraries, programming tools not commercially available, technical specifications, flowcharts and logic diagrams, schematics, annotations and documentation reasonably required or necessary to enable a competent independent third party programmer to create, operate, maintain, modify and improve such software without the help of any other person, and with data files containing Source Code in standard ASCII format readable by a text editor.

F. Except as expressly authorized under this Agreement, CUSTOMER shall not (i) sell, rent, lease, timeshare, encumber, license, sublicense, transfer or assign the Software or Documentation; (ii) attempt to decompile, disassemble or reverse engineer the Software in whole or in part, or otherwise attempt to derive the Source Code of the software.
Article II. FEES AND PAYMENTS

A. CUSTOMER shall pay AssetWorks the fees specified in Schedule 1. All fees are payable by CUSTOMER within thirty (30) days of receipt of invoice. Software is invoiced upon contract execution. Hardware is invoiced upon shipment.

B. CUSTOMER shall be responsible for all taxes and charges assessed or imposed with respect to amounts payable hereunder, including, without limitation, state and local, occupation, sales, use or excise taxes paid or payable by AssetWorks, exclusive, however, of taxes imposed on AssetWorks' net income by the United States or any political subdivision thereof.

C. AssetWorks reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the date of the invoice.

Article III. NON-DISCLOSURE

A. Subject to the other paragraphs in this Article III, CUSTOMER agrees that the Software shall be held in confidence by CUSTOMER and shall not be disclosed to others without the prior written consent of AssetWorks, which may be withheld by AssetWorks in its sole discretion. This obligation to hold confidential does not apply to any portion of the Software (1) developed by CUSTOMER and in CUSTOMER's possession prior to the receipt of same from AssetWorks; (2) which at the time of disclosure is part of the public domain through no act or failure to act by CUSTOMER; or (3) which is lawfully disclosed to CUSTOMER without restriction on further disclosure by another party who did not acquire same from AssetWorks.

B. AssetWorks provides documentation for the Software electronically. The CUSTOMER may copy, in whole or in part, any such documentation relative to the Software for CUSTOMER's internal use consistent with this Agreement.

C. Any Software provided by AssetWorks in machine-readable form may be copied by CUSTOMER for use with the designated servers to the extent necessary for archive or emergency restart purposes, to replace a worn copy, or to understand the contents of such machine-readable material.

D. CUSTOMER's records with regard to use of the Software shall be made available to AssetWorks at all reasonable times at AssetWorks' request to audit CUSTOMER's compliance with this Agreement, and CUSTOMER shall certify to the truth and accuracy of such records.

Article IV. WARRANTIES AND LIMITATION OF LIABILITY

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

C. AssetWorks will defend, at its own expense, any action brought against CUSTOMER to the extent that it is based on a claim that the Software supplied by AssetWorks infringes a United States patent or copyright, and AssetWorks will pay those costs and damages finally awarded against CUSTOMER in any such action that are attributable to any such claim; provided, such defense and payments are conditioned on the following: (1) that AssetWorks shall be promptly notified in writing by CUSTOMER following its receipt of any such claim; (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; (3) should the Software become, or in AssetWorks' opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright, then CUSTOMER shall permit AssetWorks, at its option and expense, either to (A) procure for CUSTOMER a non-infringing license to use the Software; (B) modify the Software so that it becomes non-infringing; (C) procure for CUSTOMER a depreciated credit for the Software and accept its return. Depreciation shall be an equal amount per year over the lifetime of the Software, which the parties agree shall be five (5) years. AssetWorks shall have no liability to CUSTOMER under any provision of this clause with respect to any claim of patent or copyright infringement that is based on CUSTOMER's unauthorized use or combination of the Software with software or data not supplied by AssetWorks as part of the Software.

D. CUSTOMER agrees to defend and hold AssetWorks harmless against any claims made by any third party against AssetWorks arising out of CUSTOMER's use of the Software unless such claims are due to the negligence or willful misconduct of AssetWorks.

E. CUSTOMER agrees that AssetWorks total liability to Customer for any and all damages whatsoever arising out of or in any way related to this Contract from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to AssetWorks.

F. In no event shall AssetWorks be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if AssetWorks has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

G. The warranty period for the Software shall extend for a period of 90 days from the date of delivery of the Software but in no event later than one year from the date of execution of this Agreement. During the warranty period, in the event that the CUSTOMER encounters an error and/or malfunction whereby the Software does not conform to the description in the Documentation, AssetWorks will respond as follows:
1. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists an error or nonconformance to the Documentation, AssetWorks will take such steps as are reasonably required to correct the error with due dispatch.

2. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, the error or nonconformance to the Documentation does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the error and distribute the correction to the CUSTOMER in accordance with AssetWorks' normal Software revision schedule.

Article V. TERMINATION

A. The license conveyed pursuant to Article I B may be terminated by AssetWorks in the event of breach or default by CUSTOMER under this Agreement provided AssetWorks notifies CUSTOMER in writing of the breach or default and CUSTOMER does not correct same within thirty (30) days of AssetWorks' written notice.

B. In addition, CUSTOMER shall have the right to terminate this Agreement at any time; provided such termination shall not relieve CUSTOMER of its obligations (1) to pay any remaining unpaid balance for the total software license fee (as per Schedule 1), and (2) to honor the terms of the Professional Services Agreement or the Software Maintenance Agreement, which were independently executed and each of which must be terminated in accordance with its terms.

C. All Software and Documentation shall be and will remain the property of AssetWorks. Upon termination of this Agreement, whatever the reason, such Software and Documentation and any copies thereof made by CUSTOMER pursuant to Article III B and C shall be promptly returned to AssetWorks.

Article VI. ASSIGNMENT

This Agreement shall not be assigned by either party without the prior written consent of the other party, and any attempted assignment without such consent shall be void. No assignment of this Agreement shall be valid until and unless consented to in writing by the consenting part and assumed by the assignee in writing. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee.

Article VII. ENTIRE AGREEMENT

This Agreement supersedes all prior proposals, oral or written, all previous negotiations and all other communications or understandings between AssetWorks and CUSTOMER with respect to the subject matter hereof. It is expressly agreed that if CUSTOMER issues a purchase order or other document for the services provided under this Agreement, such instrument will be deemed for CUSTOMER'S internal use only, and any provisions contained therein shall have no effect whatsoever upon this Agreement. This Agreement sets forth the sole and entire understanding between AssetWorks and CUSTOMER with respect to the subject matter. No amendments to this Agreement, either at the execution or subsequently, shall be binding on AssetWorks or CUSTOMER unless agreed to in writing by both parties.

Article VIII. SCHEDULES

Schedules 1 (Product Schedule) and any additional schedules specified below are hereby incorporated into this Agreement.
Article IX.  GENERAL TERMS

A. Neither AssetWorks nor CUSTOMER will assign or transfer its interest in this Agreement without the prior written consent of the other party.

B. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

C. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.

D. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.

E. This Agreement, including its interpretation and enforcement, will be governed by the substantive laws of the State of Delaware excluding its conflict of laws rules.

F. Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party’s address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

AssetWorks LLC                     CUSTOMER:
    998 Old Eagle School Rd. - Suite 1215
    Wayne, PA 19087
    Attn: John Hines

Copy to:                          Copy to:
    Director of Contracts
    AssetWorks LLC
    998 Old Eagle School Rd. - Suite 1215
    Wayne, PA 19087

G. In the event of any dispute arising in the performance of this Agreement, AssetWorks and the CUSTOMER will seek to resolve such dispute through good faith, amicable discussions and negotiations. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys’ fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys’ fees and costs.

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

I. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Agreement as of the Effective Date.

CUSTOMER
By: W. Reed Guscina
Name: W. Reed Guscina
Title: Mayor
Date: 12-4-16

AssetWorks LLC
By: Jordan Smith
Name: Jordan Smith
Title: Portfolio Manager
Date: 9/25/2018
## SCHEDULE 1 – FEES

### A. License Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>FleetFocusM5 Standard License</td>
<td>850.00</td>
<td>USD 45.00</td>
<td>USD 38,250.00</td>
</tr>
<tr>
<td>Screen Designer Module</td>
<td></td>
<td></td>
<td>USD 1,912.50</td>
</tr>
<tr>
<td>Ad Hoc Reporting Module</td>
<td></td>
<td></td>
<td>USD 1,912.50</td>
</tr>
<tr>
<td>Shop Activity Module</td>
<td></td>
<td></td>
<td>USD 3,825.00</td>
</tr>
<tr>
<td>KPI/Dashboards Module</td>
<td></td>
<td></td>
<td>USD 1,912.50</td>
</tr>
<tr>
<td>MAXQueue Integration Module</td>
<td></td>
<td></td>
<td>USD 1,912.50</td>
</tr>
<tr>
<td>Crystal Reports Server for M5 - 5 Concurrent Access License (CAL) Pack</td>
<td></td>
<td></td>
<td>USD 4,900.00</td>
</tr>
<tr>
<td>Customer Access Module</td>
<td></td>
<td></td>
<td>USD 1,912.50</td>
</tr>
<tr>
<td>Crystal Developer (1 x report writer, 0 report users)</td>
<td></td>
<td></td>
<td>USD 450.00</td>
</tr>
<tr>
<td>MobileFocus / Smart Apps, Enterprise License</td>
<td></td>
<td></td>
<td>USD 7,650.00</td>
</tr>
</tbody>
</table>

License TOTAL: **USD 64,637.50**