Memorandum
Public Works Department

To: City Manager
Subject: Fleet Software Purchase
Date: July 30, 2013
Number: 2013-152

The Software Committee requested quotations for the purchase of fleet software for the Public Works Department/Fleet Services Division. Quotes were received from four vendors and a summary of the bids follows:

Company	Base Bid
Chevin Fleet Solutions	$ 86,100
Collective Data	$102,382
Faster Fleet Systems	$102,423
Asset Works	$123,770

The Committee compared the quotations to the minimum specifications. The quote from Chevin Fleet Solutions did not meet the minimum requirements. Collective Data and Faster met the requirements and Asset Works exceeded. The Committee requested demonstrations from each of the vendors and Asset Works was selected.

Asset Works software appears to be very user friendly, has parts bar coding system as part of the inventory module, a fuel management system that interfaces directly with the preventive maintenance module as part of the software. The software package will meet all of the Finance Department requirements along with Fleet Services and will interface with our Gems software.

The Committee believes that Asset Works has the best software package of the three vendors, and will provide the necessary Fleet Management system with the least amount of start-up time.

The following is the cost breakdown:

Fleet Focus Software	$123,770
Fuel Management Package	$ 18,210

	$145,280
Harris Enterprise	$ 3,300
(Modifications to Gems software)	
Contingency	$ 5,000

Total Cost	$153,580

<u>Recommendation</u>

The Software Committee recommends that City Council approve the purchase of the Fleet Software at a total cost not to exceed $153,580.

Account Chargeable:

Fund:	101	General Fund
Division/ Cost Center:	256081	Information Technology
Object Code:	56405	Computer Equipment
Project Number:	6176223	Gaming

Submitted by: Wm Woeckener, Fleet Services Director
                       John Thorson, Human Resources Director

Approved by: Thomas Thomas, City Manager

SOFTWARE LICENSE AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Software License Agreement ("Agreement") is made as of the ___ day of _____, 2013 ("Effective Date") by and between AssetWorks, with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks"), and the City of Rock Island, Illinois, with offices at 1309 Mill Street, Rock Island, IL 61201 ("CUSTOMER"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

ARTICLE I - LICENSE

A. AssetWorks grants to CUSTOMER a non-exclusive, perpetual (subject to Article V) non-transferable license for the number of active units specified in Schedule 1 ("Units") to make use of the software specified in Schedule 1 (herein "Software") on the CUSTOMER's database servers and application servers designated in Article VII (the database servers and application servers shall be referred to as the "Enterprise"); provided, however, that if any part of the Enterprise becomes temporarily inoperative the license may be extended to backup servers until such time as the Enterprise becomes operative again at which time all Software will be returned to the Enterprise. CUSTOMER may replace any component of the Enterprise by giving AssetWorks prior written notice of the new servers. Except as provided above, use of Software in excess of limits defined in Schedule 1 or other than on the Enterprise 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.

B. 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.

C. 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.

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.

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.   CUSTOMER shall be entitled to the support described in the Maintenance Agreement, which shall commence on the date set forth in the Maintenance Agreement

D.   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.   The CUSTOMER may copy, in whole or in part, any printed material relative to the Software that may be provided by AssetWorks under this Agreement. Additional copies provided by AssetWorks will be billed to CUSTOMER at AssetWorks' standard rates.

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.   The CUSTOMER agrees to keep the original and any copies of that Software at the same location as the CUSTOMER's designated servers, except that a machine-readable copy of the Software may be kept for archive or emergency restart purposes only at another facility.

E.   All of CUSTOMER's records with regard to the Software shall be made available to AssetWorks at all reasonable times at AssetWorks' request, and CUSTOMER shall certify to the truth and accuracy of thereof.

ARTICLE IV – WARRANTIES AND LIMITATION OF LIABILITY

A.   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 User Manual but, except as provided in Article IV B, 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 User Manual, AssetWorks' sole obligation shall be to correct the errors in accordance with the provisions of Article IV E. 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.

B.   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.

C.   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.

D.   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.

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.

Any claim by CUSTOMER against AssetWorks relating to this Contract must be made in writing and presented to AssetWorks within one (1) year after the date on which AssetWorks completes performance of the Services specified in this Contract.

E.   The warranty period for the Software shall extend for a period of 90 days from the date of delivery of the Software but in no event later than one hundred eighty (180) days 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 User Manual, 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 User Manual, 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 User Manual 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-A may be terminated by AssetWorks in the event of breach or default by CUSTOMER under this Agreement if 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 after one (1) year from the effective date of this Agreement; 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 supplied hereunder by AssetWorks shall be and 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 – CUSTOMER'S ENTERPRISE

CUSTOMER's application server(s) and database server(s) are as follows:

Server(s)	Location(s)
Application Server(s): Unlimited	**No restrictions**
Database Server(s): Unlimited	**No restrictions**

ARTICLE VIII - 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 IX - GOVERNING LAW; DISPUTES

This Agreement shall be governed by the law(s) of the Commonwealth of Delaware. 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.

ARTICLE X - SCHEDULES

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

ARTICLE XI – GENERAL TERMS

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

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

3. 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.

4. 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.

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

6. 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	**CUSTOMER:**
998 Old Eagle School Rd. - Suite 1215	_____
Wayne, PA 19087	_____
Attn.: John Hines	Attn.:
Copy to:	**Copy to:**
Director of Contracts	_____
AssetWorks	_____
998 Old Eagle School Rd. - Suite 1215	_____
Wayne, PA 19087	Attn:
Attn: Sandra McFarland	

7. In the event of any dispute arising in the performance of this Agreement or any Attachment, AssetWorks and the CUSTOMER will seek to resolve such dispute through good faith, amicable discussions and negotiations. Any specific agreed upon problem escalation procedure   will be stated in the related Attachment**.** In the event of a conflict between the terms of an Attachment and this Agreement, the Attachment shall control unless otherwise provided in the Attachment. 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.

8. 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.

9. 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.

AssetWorks   **CUSTOMER**

By: _____   By: _____

Title: _____   Title: _____

Date: _____   Date: _____

Schedule 1

Software Pricing

Item	Qty	Basis		Extension
FLEETFOCUS™ SOFTWARE	**Unlimited Users, Web Browser Based System**			
FleetFocusTM FA				
FleetFocus FA Standard Unit Licenses	450	Maximum Active Units	$	17,910.00
	1,350	Active Components [2]		
Optional FA Enterprise Modules		**Module Cost**		
Reporting Module	1	$	896 $	895.50
Shop Activity Module	1	$	1,791 $	1,791.00
(includes Service Request and Notifications Module)				
Customer Access Module	1	$	896 $	895.50
(includes Service Req, Notifications, and cust calendar view)				
KPI/Dashboards Module	1	$	896 $	895.50
Notifications Module	1	$	896 $	895.50
MAXQueue Integration Module	1	$	896 $	895.50
Total, FleetFocusTM FA Enterprise License	**450**	**Maximum Units**	**$**	**24,178.50**
FleetFocus™ Info Center Reporting				
Crystal 2008 Reports Server OEM Embedded Edition (for FA), - includes one report writer	1	Embedded License	$	2,493.56
Subtotal, InfoCenter Reporting Licenses			**$**	**2,493.56**
FleetFocus™ Mobile				
FleetFocus Mobile Wireless Device License	1	$	764 $	764.09
Subtotal, FleetFocus Mobile Licenses			**$**	**764.09**
Total FleetFocus™ Software Licenses	**450**	**Maximum Units**	**$**	**27,436.15**

(1) Active units are defined as all units and components with a status = "I", "A", or "D".

(2) Additional Components can be licensed at a rate of $5 per component.

(3) Crystal Reports Enterprise Required for FleetFocus Standard Reports

(4) AssetWorks assumes that the client will install the required Oracle or SQL Server database licenses

(5) All software licenses and the first year maintenance fee will be invoiced upon contract execution

(6) All warranties conveyed by the manufacturer to AssetWorks are included.

Optional Bar Code Hardware Pricing

HARDWARE [6]		Qty	Basis		Extension
Motorola MC55A0 with Qwerty Keypad, 1D scanner 256MB/1G 1x	Each	1	$	1,545 $	1,545.00
Symbol MC55A0 Cradle, includes cradle, power supply, cord, and USE	Each	1	$	210 $	210.00
Total Hardware				**$**	**1,755.00**

Optional FuelFocus Hardware Pricing

FUELFOCUS CONTROLLERS	QUANTITY	DISCOUNTED LIST		EXTENDED LIST	
FuelFocus Controller - 4 Hose	1	$	7,141.75	$	7,141.75
FUELFOCUS CONTROLLER OPTIONS					
HID Option	1	$	380.60	$	380.60
SOFTWARE & INTEGRATION LICENSES					
FleetFocus Integration License	1	$	1,995.00	$	1,995.00
Veeder Root Integration (per site if multiple sites)	1	$	1,295.00		WAIVED
IDENTIFICATION OPTIONS					
HID Keys	279	$	5.50	$	1,534.50
MAINTENANCE & SUPPORT					
Maintenance & Support - Year One	1	$	758.00	$	758.00
SHIPPING OPTIONS					
Standard Shipping	1	$	95.00		WAIVED
PROJECT TOTAL HARDWARE COST				$	11,809.85
LABOR & TRAVEL - (breakdown below)				$	6,400.00
				$	18,209.85

PROFESSIONAL SERVICES					
Fuel Master Technician	12	$	200.00	$	2,400.00
Fuel Software Installer/Trainer	8	$	200.00	$	1,600.00
Installs software, trains customer on setup & reports					
Fleet/Fuel Project Manager	4	$	225.00	$	900.00
Travel Expenses (estimated)	1	$	1,500.00	$	1,500.00
Billed at actual at job completion					

FUELFOCUS NOTES/ASSUMPTIONS

1. This quote is based on site being "FMS Ready". FMS Ready means that all FMS System pedestals will be mounted to the appropriate location. All conduits will be connected between the FuelFocus Controllers and pumps, junction boxes and breaker panels.   Assumes all dispensers have pulsers and are fuel system compatible. All wires will be pulled and left disconnected at each end. See full FMS Ready description below.
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. Client must have a tested network connection at the fuel island. This connection needs to be able to ping the FleetFocus Server successfully. Delay of this connectivity could result in additional time being added to contract.

Following represents a checklist of items that need to be performed to comply with "FMS Ready".

1) Have an electrical contractor mount the FMS System pedestals and fasten to concrete.

2) Conduit Requirements - Have electrician run a conduit from the master dispensers to pedestal as needed. Our electrical requirements to each FMS Controller are as follows:

a. We will need dedicated power from a circuit breaker panel to each FMS Controller. The power for each FMS Controller can be pulled off one circuit breaker.

b. We will need a dedicated conduit back to the building from each FMS Controller for communication wiring unless RF LAN connectivity will be used. These may be looped also. Please note that a maximum cable length for CAT5 is 300 feet.

c. We will need one conduit from the pedestal to be terminated in the dispenser electrical junction box.

d. We will either need:
   1. A second conduit from the pedestal to the pulser junction box in the dispenser, or
   2. The pulser junction box in the dispenser piped over to the electrical junction box in the dispenser

e. Contractor must mount WAF Antenna centrally to all fuel lanes if WAF option is purchased. Must have conduit from nearest ICU to this point. Please discuss location with AssetWorks Project Team.

f. (For Transit Lanes only) Mount Banner sensor in each fuel lane and run conduit from sensor to respective FMS Controller.

3) Cable Requirements - Have electrician pull the following cables - leaving at least three feet extra to extend above the top of the pedestal 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. Three 14AWG minimum THHN gas/oil resistant wires for power, neutral, ground to each FMS Controller from breaker panel. Terminate at panel, wire nut FMS System ends and mark breaker. Lock breaker in off position

b. Pull whatever cable is appropriate based on client demands and location parameters to ensure a reliable TCP/IP ethernet connectivity at the fuel island to each Island Control Unit. This may be a CAT5 cable, fiber optics or RF Ethernet connectivity. If the TLS Interface option is chosen, there are two methods of connecting the Veeder Root console to FuelFocus. The first method is via a RS232 card installed in the Veeder Root (client responsibility). While this is a less expensive option – RS232 is only rated to communicate effectively if the distance between the Veeder Root and the nearest FuelFocus Controller does not exceed fifty (50) feet. If RS232 is used, a four conductor shielded cable must be installed between the two.   Veeder Root connectivity can also be achieved via TCP/IP as an option. This method requires the installation of a ethernet card in the Veeder Root console, and then a CAT5 network connection run from the clients network to the Veeder Root – keeping in mind CAT5 distance limitations shown above. Procurement, installation, and configuration and programming of either method are the client responsibility.

c. Pull four 14AWG minimum THHN gas/oil resistant wires to each pump/dispenser (eight if it is a two hose pump/dispenser) electrical junction box for control wiring. One of these wires should be white for neutral. Dispenser must be able to have handle wired hot at all times when using WAF technology and solenoid will be used for system control.

d. Pull a four conductor 22AWG minimum shielded cable to the dispenser for pulser communication.   Please consult with an AssetWorks technician if these distances exceed three hundred (300) feet.

e. Pull the CAT5 wire included with WAF Antenna to the ICU along with a single 14AWG THHN green wire for grounding purposes.

f.   (For Transit Lanes only) Pull included cable for Banner Sensor through conduit. Extend length if needed.

4) Call AssetWorks to schedule a date for final terminations when all of the above is done.

Note - all wiring and conduits described above are what is needed for FMS System control only. This document assumes the station and dispensers to be wired already.

PROFESSIONAL SERVICES AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Professional Services Agreement ("Agreement") is made as of the ___ day of _____, 2013 ("Effective Date") by and between AssetWorks, with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks"), and the City of Rock Island, Illinois, with offices at 1309 Mill Street, Rock Island, IL 61201 ("CUSTOMER"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

A. **BACKGROUND**

1. AssetWorks contracts to provide its clients professional services ("Services") including, without limitation, custom software development, consulting, education, installation, data conversion, training, and software modifications.

2. The Services to be delivered by AssetWorks are set forth in the Attachment 1A and Attachment 1B to this Agreement.

3. The purpose of this Agreement is to set forth the terms and conditions upon which AssetWorks will provide the Services for CUSTOMER in accordance with Attachment 1 and such other Attachments that may be added by the parties in the future.

B. **RESPONSIBILITIES OF THE PARTIES FOR ENGAGEMENTS**

1. No Attachment shall be of any force and effect unless and until executed by both AssetWorks and CUSTOMER.

2. Each Attachment will either be on a Time and Material basis or a Fixed Price basis, specified in the Attachment. The Attachment may or may not include a definitive list of "Deliverables" that must be completed by AssetWorks. In some instances, the Attachment will include a date by which "Deliverables" must be completed.

3. In the event that Services result in greater AssetWorks duties than contemplated by the Attachment, CUSTOMER will work closely and in good faith with AssetWorks to modify the Attachment to ensure that the CUSTOMER's requirements are addressed and AssetWorks' fees shall be adjusted to reflect increased CUSTOMER requirements.

4. Unless specifically addressed in the Attachment, all travel and expenses incurred will be extra and billed at the time of incurrence.

C. **REPRESENTATIONS AND WARRANTIES**

1. AssetWorks covenants and warrants that it will perform all Services with due diligence, in a professional and careful manner, and in compliance with all applicable laws and governmental regulations.

2. AssetWorks represents and warrants that the Services provided will not infringe any patent, trademark, trade secret, copyright or other intellectual property right of anyone.

3. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH HEREIN, AssetWorks DISCLAIMS ALL WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and the stated express warranties are in lieu of all obligations or liabilities on the part of AssetWorks arising out of or in connection with the performance of the Services to be provided herein.

D. RELATIONSHIP OF THE PARTIES

1 The parties are independent contractors and under no circumstances will either be deemed to be an agent, partner, legal representative, employee or joint venture partner of the other party.

E. SUBCONTRACTORS

1. AssetWorks may engage subcontractors to assist in performing Services without the prior written consent of CUSTOMER; provided, AssetWorks shall supervise such sub-contractors and the Services performed by them to the same extent as if AssetWorks performed the work.

F. INTELLECTUAL PROPERTY RIGHTS

1. SOFTWARE FIRST DEVELOPED
Unless otherwise provided in an Attachment, AssetWorks 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 AssetWorks under this Agreement that the CUSTOMER received pursuant to the Software License Agreement in effect between the parties.

2. AssetWorks EXISTING SOFTWARE
AssetWorks 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.

G. CONFIDENTIAL INFORMATION

1. 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.

2. 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.

3.   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.

H.   NON-SOLICITATION

1.   During the term of this Agreement, and for one year thereafter, neither party will solicit the employment of, or contract for the services of, any person who is/was an employee, agent, or subcontractor of the other party during the term of this Agreement.

I.   PAYMENT

1.   AssetWorks will be paid for the Services at the rate stated in Attachment 1 or any future Attachment.

2.   AssetWorks will issue monthly invoices to CUSTOMER for Services fees and expenses due unless otherwise provided for in a particular Attachment. CUSTOMER will pay AssetWorks' invoices pursuant to the terms of the Attachment or within thirty (30) days of receipt if not specified in the Attachment.

3.   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.

J.   TERM OF AGREEMENT

1.   This Agreement will commence as of the Effective Date and shall continue in full force and effect until terminated pursuant to the terms hereof.

2.   CUSTOMER may terminate this Attachment or any Attachment if AssetWorks defaults in any of its obligations under such Attachment and AssetWorks is provided with thirty (30) calendar days written notice of such default; provided, there shall be no default and not 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 the event the default is not cured or diligent efforts to effect a cure are not underway, the Attachment at issue shall terminate, but the Agreement and any remaining Attachments shall remain in full force and effect.

3.   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.

K.   EFFECT OF TERMINATION

1.   In the event of the termination of any Attachment or this Agreement under Section J, CUSTOMER shall be liable to AssetWorks for an amount equal to the value of the Services completed up to the effective date of termination. In the event CUSTOMER terminates this Agreement for any reason other than pursuant

to the terms of Section J, CUSTOMER shall be liable for the full fees due under this Agreement.

2. If one or more Attachment(s) and/or this Agreement is/are terminated, AssetWorks will, within thirty (30) days after such termination, submit final invoices for Services provided through the effective date of such termination, and CUSTOMER will promptly pay AssetWorks' invoices.

L. INDEMNITIES

1. Each party will defend, indemnify and hold the other party harmless from and against any and all claims, liabilities, damages and expenses, including reasonable attorney fees, incurred by the indemnified party, to the extent caused by the willful misconduct or negligent acts or omissions of the indemnifying party or its agents and employees in the performance of the party's duties under this Agreement or an Attachment; 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; and (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

2. AssetWorks will defend, indemnify and hold harmless CUSTOMER from and against all claims, liabilities, damages and costs, including attorney fees and other legal expenses ("Claims'), relating to any actual or alleged infringement by any Services of any patent, copyright, trade secret or other intellectual property right or proprietary right of anyone; 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; and (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

M. INSURANCE

1. At CUSTOMER'S request, AssetWorks will provide CUSTOMER with current certificates of insurance evidencing that AssetWorks has coverage with the limits listed below.

COVERAGE	MINIMUM LIMITS
Commercial General Liability	$1,000,000/occurrence; $2,000,000 aggregate
Commercial Auto Liability (Incl "non-owned" vehicle coverage)	$1,000,000 combined single limit
WORKERS' COMP	STATUTORY LIMITS
Employer's Liability	$500,000
Commercial Crime	$1,000,000

N. LIMITATION OF LIABILITY

1. 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 AssetWorks 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**.**

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

O. **GENERAL TERMS**

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

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

3. 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.

4. 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.

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

6. 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	**CUSTOMER:**
998 Old Eagle School Rd. - Suite 1215	_____
Wayne, PA 19087	_____
Attn.: John Hines	Attn.:
Copy to:	**Copy to:**
Director of Contracts	_____
AssetWorks	_____
998 Old Eagle School Rd. - Suite 1215	_____
Wayne, PA 19087	Attn:
Attn: Sandra McFarland	

7. In the event of any dispute arising in the performance of this Agreement or any Attachment, AssetWorks and the CUSTOMER will seek to resolve such dispute through good faith, amicable discussions and negotiations. Any specific agreed upon problem escalation procedure will be stated in the related Attachment. In the event of a conflict between the terms of an Attachment and this Agreement, the Attachment shall control unless otherwise provided in the Attachment. 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.

8.   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.

9.   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.

AssetWorks   **CUSTOMER**

By: _____   By: _____

Title: _____   Title: _____

Date: _____   Date:_____

Attachment 1A: Professional Services Deliverables and Pricing

City of Rock Island		Estimated Hours	Hourly Rate		Estimated Costs
A	**City of Rock Island FleetFocus Implementation**				
A.1	Project Management Services	32	$195.00	$	6,240
A.2	Hardware Acquisition Services	-	$195.00	$	-
A.3	Software Installation Services	12	$195.00	$	2,340
A.4	Business Process Services	56	$195.00	$	10,920
A.5	Technical Services	160	$195.00	$	31,200
	Design, build, test, install Costs For Billing Interface			$	-
	Design, build, test, install Purchase Order Interface				
	Design, build, test, install Receipts Interface				
A.6	Data Load Assistance Services	60	$195.00	$	11,700
A.7	Training Services	40	$195.00	$	7,800
A.8	Roll-out Services	32	$195.00	$	6,240
	Estimated Services Total	**392**	**Subtotal**	**$**	**76,440**
			Travel Budget	*$*	*7,000*
			Total	**$**	**83,440**

Attachment 1B: Professional Services Statement of Work (SOW), see attached

SOFTWARE MAINTENANCE AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Software Maintenance Agreement ("Agreement"), is made as of the ___ day of _____, 2013 ("Effective Date") by and between AssetWorks, with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks"), and the City of Rock Island, Illinois, with offices at 1309 Mill Street, Rock Island, IL 61201 ("CUSTOMER"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

A. BACKGROUND

1.   AssetWorks and CUSTOMER are parties to a Software License Agreement, Number 2013RI and dated _____, pursuant to which CUSTOMER has licensed certain software products ("Software" or "Product") from AssetWorks.

2.   The Software paid-up license fee includes a warranty without charge as set forth in the Software License Agreement. In addition, support and maintenance ("Maintenance") for the Software is available as an option. Maintenance includes bug fixes and telephone support and may include, if they are made available by AssetWorks, Software updates and enhancements.

3.   The purpose of this Agreement is to set forth the terms and conditions upon which CUSTOMER has agreed, at its option, to subscribe to Maintenance from AssetWorks.

B. TERMS AND CONDITIONS

1.   Term

Maintenance shall commence immediately upon the Effective Date and shall have a term of twelve (12) months. The term shall automatically renew each year thereafter for an additional twelve (12) month period unless terminated as set forth below.

2.   Correction of Deviations

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

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

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

3. Software Revisions and New Versions

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

      i. Revisions that the CUSTOMER is obliged to implement ("Mandatory Revisions");

      ii. Revisions that may be implemented by the CUSTOMER at its option ("Optional Revisions").

      iii. No charge shall be made to the CUSTOMER for either Mandatory Revisions or Optional Revisions.

   b. New versions ("New Versions") of the Software may be issued by AssetWorks from time to time. Compared to a Revision, a New Version substantially improves the performance of the Software and/or substantially increases its functionality and capability. AssetWorks, in it sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Versions for which there may be a charge.

4. Telephone Hotline Assistance

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

5. Technical Literature

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

6. Transmission

   All Revisions and New Versions will be transmitted to the CUSTOMER on magnetic tape, magnetic disk or other suitable media, at the option of AssetWorks. The CUSTOMER shall be solely responsible for mounting the media and executing the appropriate instructions in order to transfer the Revisions or New Versions onto to its system.

7. Remote Diagnostic Access

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

8. Proper Use

   a. The CUSTOMER agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.

   b. In the event that the CUSTOMER or its agents misuses the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other

than the Software, although AssetWorks is not obligated to correct such misuse, AssetWorks shall be entitled to attempt to correct the situation, if possible, at CUSTOMER'Sxpense.

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

9. Software Maintenance Fee – Paid Up License

In consideration of the Maintenance services to be provided by AssetWorks for each twelve month period hereunder, CUSTOMER shall pay to AssetWorks an amount equal to twenty percent (20%) of the total amount of the non-discounted License Fee for the Software in effect at the time of the renewal.

10. Additional Software Maintenance Fee – Paid Up License

In the event the CUSTOMER acquires Software in addition to that indicated in Schedule 1 of the Software License Agreement (the "Additional Software"), the Maintenance shall automatically be extended to cover the Additional Software, and the CUSTOMER shall pay an additional annual Maintenance fee in an amount equal to twenty percent (20%) of the then current license fee for the Additional Software starting with the next renewal date unless otherwise agreed by the parties in writing.

11. Other Fees and Expenses

If onsite maintenance is required, CUSTOMER will pay reasonable travel and living expenses of AssetWorks' employees or agents, which shall be billed and paid as the expenses are incurred.

12. Payment Terms

a. Annual payments for Maintenance will be due in advance of the commencement of the initial one-year term of the Maintenance and each anniversary thereafter.

b. AssetWorks reserves the right to change the annual Maintenance fee by providing CUSTOMER written notice of the increase at least thirty (30) days prior to any scheduled renewal date.

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.

13. Default and Termination

a. The CUSTOMER shall have the right to terminate Maintenance upon delivery of written notice at least ninety (90) days prior to any scheduled renewal date.

b. AssetWorks may cancel Maintenance in the event that the CUSTOMER does not implement a Mandatory Revision within sixty (60) days of receipt thereof or such longer period as AssetWorks may consent to in writing. In the event that CUSTOMER does not implement a Mandatory Revision within thirty (30) days following receipt of written notice from AssetWorks of CUSTOMER's failure to implement a Mandatory Revision, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER.

c. In the event of any breach of the terms and conditions of this Agreement by the CUSTOMER, AssetWorks will, by written notice to the CUSTOMER, give the CUSTOMER a period of thirty (30) days within which to institute remedies to correct such breach. In the event that such breach has not been corrected to AssetWorks' satisfaction within said thirty (30) day period,

AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER.

    d. In the event that Maintenance is terminated by AssetWorks, AssetWorks shall have no continuing obligations to the CUSTOMER of any nature whatsoever with respect to Maintenance. Furthermore, termination by AssetWorks pursuant to the provisions hereof shall be without prejudice to any right or recourse available to AssetWorks, and without prejudice to AssetWorks' right to collect any amounts, which remain due to it hereunder.

14. Limitation of Liability

    a. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred (including cost of cover), limited to the amount of fees paid to AssetWorks for maintenance services; provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.

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

15. General Terms

    a. Neither AssetWorks nor CUSTOMER will assign or transfer its interest in this Agreement or any Attachment 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 Commonwealth 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	**CUSTOMER:**
998 Old Eagle School Rd. - Suite 1215	_____
Wayne, PA 19087	_____
Attn.: John Hines	Attn.:
Copy to:	**Copy to:**
Director of Contracts	_____

AssetWorks   _____
998 Old Eagle School Rd. - Suite 1215   _____
Wayne, PA 19087   Attn:
Attn: Sandra McFarland

g. In the event of any dispute arising in the performance of this Agreement or any Attachment, AssetWorks and the CUSTOMER will seek to resolve such dispute through good faith, amicable discussions and negotiations. Any specific agreed upon problem escalation procedure   will be stated in the related Attachment**.** In the event of a conflict between the terms of an Attachment and this Agreement, the Attachment shall control unless otherwise provided in the Attachment. 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 liable bound, have entered into this Agreement, effective as of the Effective Date.

AssetWorks   **CUSTOMER**

By: _____   By: _____

  Title: _____   Title: _____

  Date: _____   Date: _____