

AGREEMENT

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3 THIS AGREEMENT ("Agreement") is made and entered into this 21st day of
4 August, 2018, by and between the COUNTY OF FRESNO, a political subdivision of the
5 State of California, hereinafter referred to as "COUNTY", and AssetWorks LLC, whose address
6 is 998 Old Eagle School Road, Suite 1215 Wayne, PA 19087-1805, hereinafter referred to as
7 ("CONTRACTOR"). COUNTY and CONTRACTOR may each be referred to individually as a
8 "Party" or collectively as "the Parties."
9

10 **WITNESSETH:**

11
12 WHEREAS, COUNTY and CONTRACTOR entered into Purchasing Agreement No. 15-
13 060, dated March 1, 2015 ("Prior Agreement"), for the purchase of Networkfleet active GPS
14 hardware and service, which expired on February, 28, 2018; and

15 WHEREAS, COUNTY utilizes Networkfleet active GPS hardware and service for the
16 tracking of mileage, scheduling of maintenance, and ensuring of regulatory compliance; and

17 WHEREAS, COUNTY has a need for additional products and services from
18 CONTRACTOR; and

19 WHEREAS, CONTRACTOR is willing to extend advantageous pricing to COUNTY,
20 pursuant to the AssetWorks GSA Agreement GS-35F-317GA attached hereto as Exhibit "A" and
21 incorporated herein by reference ("GSA Contract"); and

22 WHEREAS, in light of the foregoing, COUNTY and CONTRACTOR now wish to enter
23 into this Agreement.

24 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions
25 herein contained, the Parties hereto agree that the Prior Purchasing Agreement 15-060 shall be
26 superseded and replaced in its entirety by this Agreement, and further agree as follows:

27 I. **ORDER OF PRECEDENCE**

1 A. The Parties acknowledge that this Agreement is intended to supplement the GSA
2 Contract. In the event of a conflict of terms, the GSA Contract will take precedence.
3

4 II. OBLIGATIONS OF THE CONTRACTOR

5 A. CONTRACTOR shall provide all active GPS products, hardware, and related
6 services as needed by COUNTY, as described in Section VI of this Agreement and
7 in accordance with Exhibit B.
8

9 III. OBLIGATIONS OF THE COUNTY

10 A. COUNTY shall compensate CONTRACTOR as provided in Section VI of this
11 Agreement.
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13 B. COUNTY agrees to accept the GPS products pursuant to GPS Hardware Purchase,
14 Software License and Service Agreement (GPS Agreement), attached as Exhibit "B"
15 and incorporated by reference. However, in a conflict between the terms of this
16 Agreement and the GPS Agreement, (Exhibit B), Exhibit B shall govern the provision
17 and use of GPS services and hardware.
18

19 IV. TERM

20 The term of this Agreement shall be effective upon execution and shall remain in
21 effect for three (3) years. This Agreement may be extended for an additional seven
22 (7) month period through to March 23, 2022, to coincide with the expiration of the
23 GSA Contract, based upon electronic mail approval by both parties and payment of
24 the annual or prorated fee(s). In the even that that GSA Contract is extended the
25 COUNTY will have the option to extend this Agreement provided the total term of this
26 Agreement does not exceed five (5) years. COUNTY's Director of Internal Services
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1 or his or her designee is authorized to execute such written approval on behalf of
2 COUNTY based on CONTRACTOR's satisfactory performance.

3 V. TERMINATION

4 A. Non-Allocation of Funds. The terms of this Agreement, and the services to be
5 provided hereunder, are contingent on the approval of funds by the appropriating
6 government agency. Should sufficient funds not be allocated, the services provided
7 may be modified, or this Agreement terminated, at any time by giving the
8 CONTRACTOR thirty (30) days advance written notice. Loss of funding does not
9 relieve COUNTY of its obligation to pay for services rendered and goods delivered
10 prior to the notice of non-allocation.

11 B. Breach of contract.

12 1. The COUNTY may suspend or terminate this Agreement in whole or
13 in part, where in the determination of the COUNTY there is:

- 14 a. An illegal or improper use of funds;
- 15 b. A failure to comply with any term of this Agreement;
- 16 c. A substantially incorrect or incomplete report submitted to
17 the COUNTY;
- 18 d. Improperly performed service;
- 19 e. Provided Contractor failed to remedy the breach within
20 thirty days of receiving written notice of such breach from
21 COUNTY.

22 2. In no event shall any payment by the COUNTY constitute a waiver by
23 the COUNTY of any breach of this Agreement or any default which
24 may then exist on the part of the CONTRACTOR. Neither shall such
25 payment impair or prejudice any remedy available to the COUNTY
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1 with respect to the breach or default. The COUNTY shall have the
2 right to demand of the CONTRACTOR the repayment to the COUNTY
3 of any funds disbursed to the CONTRACTOR under this Agreement,
4 which in the judgment of the COUNTY were not expended in
5 accordance with the terms of this Agreement. The CONTRACTOR
6 shall promptly refund any such funds upon demand.
7

8 **VI. COMPENSATION**

9 A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
10 compensation for products and services pursuant to the rates described in
11 AssetWorks GSA Agreement GS-35F-317GA (Exhibit A). In no event shall
12 expenditures during the initial three (3) year term of this Agreement exceed \$470,000
13 (“Initial Term”). In no event shall expenditures for each of the two (2) potential one (1)
14 year extensions exceed \$120,000. Accordingly, the Agreement maximum budgetary
15 expenditure limit if this Agreement is extended for an elective year four shall be
16 \$590,000, and the maximum budgetary expenditure limit for the Agreement with a
17 year five extension shall be \$710,000.
18

19 B. In no event shall COUNTY purchase services or goods provided under this
20 Agreement exceeding Seven Hundred and Ten Thousand Dollars (\$710,000) for the
21 complete five year period (overall “Term”). It is understood that all expenses
22 incidental to CONTRACTOR'S performance of services under this Agreement shall
23 be borne by CONTRACTOR.
24

25 **VII. INVOICING**

1 CONTRACTOR shall submit invoices to the County of Fresno – Internal Services
2 Department, 333 W. Pontiac Way, Clovis, CA 93612. Payment will be made by
3 COUNTY thirty (30) days from receipt of an approved invoice by COUNTY.
4

5 **VIII. INDEPENDENT CONTRACTOR**

6 In performance of the work, duties and obligations assumed by CONTRACTOR
7 under this Agreement, it is mutually understood and agreed that CONTRACTOR,
8 including any and all of the CONTRACTOR'S officers, agents, and employees will at
9 all times be acting and performing as an independent contractor, and shall act in an
10 independent capacity and not as an officer, agent, servant, employee, joint venturer,
11 partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to
12 control or supervise or direct the manner or method by which CONTRACTOR shall
13 perform its work and function. However, COUNTY shall retain the right to administer
14 this Agreement so as to verify that CONTRACTOR is performing its obligations in
15 accordance with the terms and conditions thereof.
16

- 17 A. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and
18 the rules and regulations, if any, of governmental authorities having jurisdiction over
19 matters the subject thereof.
20
- 21 B. Because of its status as an independent contractor, CONTRACTOR shall have
22 absolutely no right to employment rights and benefits available to COUNTY
23 employees. CONTRACTOR shall be solely liable and responsible for providing to, or
24 on behalf of, its employees all legally-required employee benefits. In addition,
25 CONTRACTOR shall be solely responsible and save COUNTY harmless from all
26 matters relating to payment of CONTRACTOR'S employees, including compliance
27 with Social Security withholding and all other regulations governing such matters. It
28

1 is acknowledged that during the term of this Agreement, CONTRACTOR may be
2 providing services to others unrelated to the COUNTY or to this Agreement.
3

4 IX. MODIFICATION

5 Any matters of this Agreement may only be modified from time to time by the
6 written consent of all the parties without, in any way, affecting the remainder.
7

8 X. NON-ASSIGNMENT

9 Neither Party shall assign, transfer or sub-contract this Agreement nor their rights
10 or duties under this Agreement without the prior written consent of the other Party
11 except as agreed herein for the inspection, maintenance, monitoring, testing, and
12 repair of boilers.
13

14 XI. HOLD HARMLESS

15 CONTRACTOR agrees to indemnify and at COUNTY'S request, defend the
16 COUNTY, its officers, agents, and employees from any and all costs and expenses
17 (including attorney's fees and costs), damages, liabilities, claims, and losses
18 occurring or resulting to COUNTY in connection with claims for property damage,
19 personal injury or death arising directly from acts or omissions of CONTRACTOR
20 during the performance under this Agreement.
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2 XII. INSURANCE

3 CONTRACTOR, at its sole expense, shall maintain in full force and effect, the
4 following insurance policies or a program of self-insurance throughout the term of
5 this Agreement:
6

7 A. Commercial General Liability

8 Commercial General Liability Insurance with limits of not less than Two Million
9 Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars
10 (\$4,000,000). This policy shall be issued on a per occurrence basis. COUNTY may
11 require specific coverages including completed operations, products liability,
12 contractual liability, Explosion-Collapse-Underground, fire legal liability or any other
13 liability insurance deemed necessary because of the nature of this contract.
14

15 B. Automotive Liability

16 ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no
17 owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no
18 less than \$1,000,000 per accident for bodily injury and property damage. Coverage
19 should include owned, non-owned, and hired vehicles used in connection with this
20 Agreement.
21

22 C. Professional Liability

23 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,
24 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits
25 of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million
26 Dollars (\$3,000,000.00) annual aggregate.
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D. Workers' Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code. CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.

E. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status

- a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least

1 as broad as ISO Form CG 20 10 11 85 or both CG 20 10,
2 CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if
3 later revisions used).

4 2. Primary Coverage

- 5 a. For any claims related to this contract, the
6 CONTRACTOR's insurance coverage shall be primary
7 insurance coverage at least as broad as ISO CG 20 01 04
8 13 as respects the COUNTY, its officers, officials,
9 employees, and volunteers. Any insurance or self-
10 insurance maintained by the COUNTY, its officers,
11 officials, employees, or volunteers shall be excess of the
12 CONTRACTOR's insurance and shall not contribute with it.

13 3. Notice of Cancellation

- 14 a. Each insurance policy required above shall provide that
15 coverage shall not be canceled, except with notice to the
16 COUNTY.

17 4. Waiver of Subrogation

- 18 a. CONTRACTOR hereby grants to COUNTY a waiver of any
19 right to subrogation which any insurer of said
20 CONTRACTOR may acquire against the COUNTY by
21 virtue of the payment of any loss under such insurance.
22 CONTRACTOR agrees to obtain any endorsement that
23 may be necessary to affect this waiver of subrogation, but
24 this provision applies regardless of whether or not the
25 COUNTY has received a waiver of subrogation
26 endorsement from the insurer.

27 5. Self-Insured Retentions

1 a. Self-insured retentions must be declared to and approved
2 by the COUNTY. The COUNTY may require the
3 CONTRACTOR to purchase coverage with a lower
4 retention or provide proof of ability to pay losses and
5 related investigations, claim administration, and defense
6 expenses within the retention.

7
8 6. Acceptability of Insurers

9 a. Insurance is to be placed with insurers authorized to
10 conduct business in the state with a current A.M. Best's
11 rating of no less than A:VII, unless otherwise acceptable to
12 the COUNTY.

13 7. Claims Made Policies (note – should be applicable only to
14 professional liability, see below)

15 a. If any of the required policies provide claims-made
16 coverage:

17 i. The Retroactive Date must be shown, and must be
18 before the date of the contract or the beginning of
19 contract work.

20 ii. Insurance must be maintained and evidence of
21 insurance must be provided for at least five (5)
22 years after completion of the contract of work.

23 iii. If coverage is canceled or non-renewed, and not
24 replaced with another claims-made policy form with
25 a Retroactive Date prior to the contract effective
26 date, the CONTRACTOR must purchase "extended
27 reporting" coverage for a minimum of five (5) years
28 after completion of work.

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2 8. Verification of Coverage

3 a. CONTRACTOR shall furnish the COUNTY with original
4 certificates and amendatory endorsements or copies of the
5 applicable policy language effecting coverage required by
6 this clause. All certificates and endorsements are to be
7 received and approved by the COUNTY before work
8 commences. However, failure to obtain the required
9 documents prior to the work beginning shall not waive the
10 CONTRACTOR's obligation to provide them. The
11 COUNTY reserves the right to require certified
12 Certifications of Insurance forms (ACORD 25 form) and
13 uncensored policy sections, to the limited degree
14 necessary for verifying required endorsements, insurance
15 riders, or specific policy provisions. In the event that the
16 COUNTY requires uncensored policy sections, the
17 COUNTY agrees and acknowledges that they will be
18 required to sign a specific non-disclosure agreement.

19 9. Special Risks or Circumstances

20 a. COUNTY reserves the right to modify these requirements,
21 including limits, based on the nature of the risk, prior
22 experience, insurer, coverage, or other special
23 circumstances.

24
25 Within Thirty (30) days from the date CONTRACTOR signs and executes this
26 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement
27 as stated above for all of the foregoing policies, as required herein, to the County of

1 Fresno – Fleet Services Division, Attn: Fleet Services Manager, 4551 E. Hamilton
2 Avenue, Fresno, CA 93702, stating that such insurance coverage have been
3 obtained and are in full force; that the County of Fresno, its officers, agents and
4 employees will not be responsible for any premiums on the policies; that such
5 Commercial General Liability insurance names the County of Fresno, its officers,
6 agents and employees, individually and collectively, as additional insured, but only
7 insofar as the operations under this Agreement are concerned; that such coverage
8 for additional insured shall apply as primary insurance and any other insurance, or
9 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be
10 excess only and not contributing with insurance provided under CONTRACTOR's
11 policies herein; and that this insurance shall not be cancelled or changed without a
12 minimum of thirty (30) days advance, written notice given to COUNTY.
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14 In the event CONTRACTOR fails to keep in effect at all times insurance
15 coverage as herein provided, the COUNTY may, in addition to other remedies it may
16 have, suspend or terminate this Agreement upon the occurrence of such event.
17

18 All policies shall be issued by admitted insurers licensed to do business in the
19 State of California, and such insurance shall be purchased from companies
20 possessing a current A.M. Best, Inc. rating of A FSC VII or better.
21

22 XIII. AUDITS AND INSPECTIONS

23 After receiving 7 business days' prior written notice, the CONTRACTOR shall
24 make available to the COUNTY for examination all of its records and data with
25 respect to the matters covered by this Agreement. The CONTRACTOR shall, upon
26 request by the COUNTY, permit the COUNTY to audit and inspect all of such
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records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement. COUNTY will be limited to one audit per year.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

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3 **XIV. NOTICES**

4 The persons and their addresses having authority to give and receive notices
5 under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
Internal Services Department	Assetworks LLC.
Robert W. Bash	John H. Hines, III
Director of Internal Services/ 6 Chief Information Officer	President
333 W. Pontiac Way	998 Old Eagle School Road
Clovis, CA 93612-5613	Suite 1215
Phone: (559) 600-5800	Wayne, PA 19087-1805

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16 All notices between the COUNTY and CONTRACTOR provided for or permitted
17 under this Agreement must be in writing and delivered either by personal service, by
18 first-class United States mail, by an overnight commercial courier service, or by
19 telephonic facsimile transmission. A notice delivered by personal service is effective
20 upon service to the recipient. A notice delivered by first-class United States mail is
21 effective three COUNTY business days after deposit in the United States mail,
22 postage prepaid, addressed to the recipient. A notice delivered by an overnight
23 commercial courier service is effective one COUNTY business day after deposit with
24 the overnight commercial courier service, delivery fees prepaid, with delivery
25 instructions given for next day delivery, addressed to the recipient. A notice
26 delivered by telephonic facsimile is effective when transmission to the recipient is
27 completed (but, if such transmission is completed outside of COUNTY business
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1 hours, then such delivery shall be deemed to be effective at the next beginning of a
2 COUNTY business day), provided that the sender maintains a machine record of the
3 completed transmission. For all claims arising out of or related to this Agreement,
4 nothing in this section establishes, waives, or modifies any claims presentation
5 requirements or procedures provided by law, including but not limited to the
6 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning
7 with section 810).
8

9 **XV. GOVERNING LAW**

10 Venue for any action arising out of or related to this Agreement shall only be in
11 Fresno County, California. The rights and obligations of the Parties and all
12 interpretation and performance of this Agreement shall be governed in all respects
13 by the laws of the State of California.
14

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16 **XVI. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

17 This provision is only applicable if the CONTRACTOR is operating as a
18 corporation (a for-profit or non-profit corporation) or if during the term of the
19 agreement, the CONTRACTOR changes its status to operate as a corporation.
20

21 Members of the CONTRACTOR's Board of Directors shall disclose any self-
22 dealing transactions that they are a party to while CONTRACTOR is providing goods
23 or performing services under this agreement. A self-dealing transaction shall mean a
24 transaction to which the CONTRACTOR is a party and in which one or more of its
25 directors has a material financial interest. Members of the Board of Directors shall
26 disclose any self-dealing transactions that they are a party to by completing and
27 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit "C"
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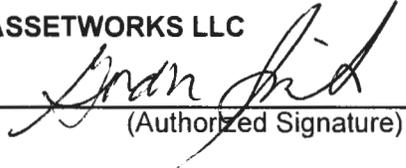
1 and incorporated herein by reference, and submitting it to the COUNTY prior to
2 commencing with the self-dealing transaction or immediately thereafter.
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4 **XVII. ENTIRE AGREEMENT**

5 This Agreement constitutes the entire agreement between the CONTRACTOR
6 and COUNTY with respect to the subject matter hereof and supersedes Agreement
7 No. 15-060, all previous Agreement negotiations, proposals, commitments, writings,
8 advertisements, publications, and understandings of any nature whatsoever unless
9 expressly included in this Agreement. No amendments to this Agreement, either
10 at the execution or subsequently, shall be binding on CONTRACTOR or COUNTY
11 unless agreed to in writing by both parties.
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
2 and year first hereinabove written.

3 **ASSETWORKS LLC**

4 
5 _____
(Authorized Signature)

6
7 Gordon Smith
8 Vice President
9 Assetworks LLC
10 _____
11 Print Name & Title

12
13 998 Old Eagle School Rd, Ste 1215
14 Wayne, PA 19087-1805
15 _____
16 Mailing Address

17 **ASSETWORKS LLC**

18 
19 _____
(Authorized Signature)

20
21 Matt Sheaffer
22 AssetWorks Director of Finance
23 AssetWorks LLC
24 _____
25 Print Name & Title

26
27 998 Old Eagle School Rd, Ste 1215
28 Wayne, PA 19087-1805

FOR ACCOUNTING USE ONLY:
ORG No.: 8910
Account No.: 7309
Fund: 1000
Subclass: 10000

COUNTY OF FRESNO



Sal Quintero,
Chairperson of the Board of
Supervisors of the County of
Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of
California

By: 

Deputy



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSAAAdvantage!®, a menu-driven database system. The INTERNET address for GSAAAdvantage!® is: GSAAAdvantage.gov. For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

**GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES**

FSC Group Class: 70
FSC Class/Product Code: 7010

GS-35F-317GA

Contract Period: March 24, 2017 through March 23, 2022
Current through Modification PO-0003, Effective June 2, 2017

AssetWorks LLC
998 Old Eagle School Road, STE 1215
Wayne, PA 19087-1805
Phone: (610) 687-9202
Fax: (610) 971-9447
www.assetworks.com
AssetWorks LLC is registered as a Large Business

Table of Contents

Exhibit A

CUSTOMER INFORMATION	3
GENERAL TERMS AND CONDITIONS APPLICABLE TO TO THE PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SPECIAL ITEM NUMBER 132-8).....	7
GENERAL TERMS AND CONDITIONS APPLICABLE TO TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT- OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12).....	9
GENERAL TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE.....	11
GENERAL TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY TRAINING COURSES (SPECIAL ITEM NUMBER 132-50)	15
GENERAL TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51).....	17
LABOR CATEGORY DESCRIPTIONS	20
LABOR PRICING	23

CUSTOMER INFORMATION

1a. Table of awarded special item numbers with appropriate cross-reference to item descriptions and awarded prices.

SIN	Description	Awarded Prices
132-8	Purchase of New Equipment	See GSA Pricelist
132-12	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts	See GSA Pricelist
132-32	Term Software License	See GSA Pricelist
132-33	Perpetual Software License	See GSA Pricelist
132-34	Maintenance of Software as a Service	See GSA Pricelist
132-50	Training Courses	See GSA Pricelist
132-51	Information Technology Professional Services	See GSA Pricelist

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

SIN	Lowest Price Part Number	GSA Price
132-8	See GSA Pricelist	See GSA Pricelist
132-12	See GSA Pricelist	See GSA Pricelist
132-32	See GSA Pricelist	See GSA Pricelist
132-33	See GSA Pricelist	See GSA Pricelist
132-34	See GSA Pricelist	See GSA Pricelist
132-50	See GSA Pricelist	See GSA Pricelist
132-51	See GSA Pricelist	See GSA Pricelist

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided.

Please see GSA pricelist.

2. Maximum order.

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-8	Purchase of Equipment
Special Item Number 132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
Special Item Number 132-32	Term Software Licenses
Special Item Number 132-33	Perpetual Software Licenses
Special Item Number 132-34	Maintenance of Software
Special Item Number 132-51	Information Technology (IT) Professional Services

The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50	Training Courses
----------------------------	------------------

3. Minimum order.

The minimum dollar value of orders to be issued is \$100.00

4. Geographic coverage (delivery area).

The Geographic Scope of Contract will be domestic delivery only. Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

5. Points of production.

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

6. Discount from list prices or statement of net price.

Prices shown are NET Prices; Basic Discounts have been deducted.

7. Quantity discounts.

None.

8. Prompt payment terms.

None, Net 30.

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign items.

See GSA Pricelist

11a. Time of delivery.

Negotiated at Task Order

11b. Expedited Delivery.

Negotiated at Task Order

When expedited delivery is required, the Contractor will bill the agency the difference between Standard Delivery and Expedited Delivery.

11c. Overnight and 2-day delivery.

Negotiated at Task Order

When expedited delivery is required, the Contractor will bill the agency the difference between Standard Delivery and Expedited Delivery.

11d. Urgent Requirements.

Negotiated at Task Order

When expedited delivery is required, the Contractor will bill the agency the difference between Standard Delivery and Expedited Delivery.

12. F.O.B. points.

Destination

13a. Ordering address.

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

13b. Ordering procedures:

For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address.

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

15. Warranty provision.

Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract. Limited Warranty - AssetWorks warrants the media on which Software is furnished to be free from defects in material and workmanship, under normal use, for a period of 90 days following the date of delivery to you. Customer Remedies - In the event of defects, the sole liability of the AssetWorks shall be to replace the defective media, which has been returned with your dated invoice and explanation of the defect. Any replacement Software will be warranted for the remainder of the original Limited Warranty period. No other warranties – Neither AssetWorks nor its suppliers warrant that the software will operate without error or interruption. Except for the express limited warranty, and disclaims all other warranties with respect to the software either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights. Limitation of Liability - Neither AssetWorks nor its suppliers shall be liable for any direct, indirect, punitive, special, incidental, consequential or any other damages of any kind, or relating to, including without limitation, damages for loss of profits, whether in an action under contract, tort (including negligence) or otherwise arising out of the delivery, performance or use of the software, even if AssetWorks is expressly advised of the possibility of such damages. In no event will AssetWorks' or its suppliers' liability for any claim, whether in contract, tort, or any other theory of liability, exceed the license fee paid. Some jurisdictions do not allow the exclusion of or limitation of liability for incidental or consequential damages, so the above limitations may not apply. U.S. Government End User - Where the U.S. Government is the end user, the terms of this Agreement shall be binding on the U.S. Government consistent with Federal Acquisition Regulation 12.212.

16. Export packing charges, if applicable.

Not Applicable

17. Terms and conditions of Government purchase card acceptance.

None

18. Terms and conditions of rental, maintenance, and repair.

See GSA Pricelist

19. Terms and conditions of installation.

See GSA Pricelist

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices.

See GSA Pricelist

20a. Terms and conditions for any other services.

See GSA Pricelist

21. List of service and distribution points.

See GSA Pricelist

22. List of participating dealers.

See GSA Pricelist

23. Preventive maintenance.

See GSA Pricelist

24a. Special attributes such as environmental attributes.

None

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at:

www.Section508.gov/.

25. Data Universal Number System (DUNS) number.

82-854-8961

26. Notification regarding registration in System for Award Management (SAM) database.

AssetWorks LLC is up to date in SAM.gov. CAGE Code: 58R41

**TERMS AND CONDITIONS APPLICABLE TO
PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT (SPECIAL ITEM NUMBER 132-8)**

1. Materials And Workmanship

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. Order

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order. For credit card orders and BPAs, telephone orders are permissible.

3. Transportation Of Equipment

FOB Origin. Prices do not cover equipment delivery to destination, for any location within the geographic scope of this contract. Shipping charges will be quoted at cost when orders are placed.

4. Installation And Technical Services

All items are self-installable.

a. Installation

When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the Government, at the Government's location, to install the equipment and to train Government personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Not Applicable

Installation, Deinstallation, Reinstallation

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. The requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

b. Operating And Maintenance Manuals

The Contractor shall furnish the Government with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. Inspection/Acceptance

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any equipment that has been tendered for acceptance. The Government may require repair or replacement of nonconforming equipment at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. Warranty

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- Limited Warranty - AssetWorks warrants the media on which Software is furnished to be free from defects in material and workmanship, under normal use, for a period of 90 days following the date of delivery to you.
- Customer Remedies - In the event of defects, the sole liability of the AssetWorks shall be to replace the defective media, which has been returned with your dated invoice and explanation of the defect. Any replacement Software will be warranted for the remainder of the original Limited Warranty period.
- No other warranties – Neither AssetWorks nor its suppliers warrant that the software will operate without error or interruption. Except for the express limited warranty, and disclaims all other warranties with respect to the software either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights.
- Limitation of Liability - Neither AssetWorks nor its suppliers shall be liable for any direct, indirect, punitive, special, incidental, consequential or any other damages of any kind, or relating to, including without limitation, damages for loss of profits, whether in an action under contract, tort (including negligence) or otherwise arising out of the delivery, performance or use of the software, even if AssetWorks is expressly advised of the possibility of such damages. In no event will AssetWorks' or its suppliers' liability for any claim, whether in contract, tort, or any other theory of liability, exceed the license fee paid. Some jurisdictions do not allow the exclusion of or limitation of liability for incidental or consequential damages, so the above limitations may not apply.
- U.S. Government End User - Where the U.S. Government is the end user, the terms of this Agreement shall be binding on the U.S. Government consistent with Federal Acquisition Regulation 12.212.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087-1805

7. Purchase Price For Ordered Equipment

The purchase price that the Government will be charged will be the Government purchase price in effect at the time of order placement, or the Government purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. Responsibilities Of The Contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. Trade-In Of Information Technology Equipment

When an agency determines that Information Technology equipment will be replaced, the agency shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46)

*TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT
(SPECIAL ITEM NUMBER 132-12)*

1. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

2. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
- (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
- (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
- (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

4. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

5. RESPONSIBILITIES OF THE CONTRACTOR

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

6. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated TBD, at a discount of (see GSA pricelist for discount information)% from such listed prices.

7. **GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS**
REPAIR PARTS/SPARE PARTS
All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 1 year.

8. **INVOICES AND PAYMENTS**
Repair Service and Repair Parts/Spare Parts
Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**TERMS AND CONDITIONS APPLICABLE TO
TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL
SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND
MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The Ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The Ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
Warranty:
Ninety (90) day warranty, begins on the date of product installation at the customer site.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the Ordering activity, shall provide a hot line technical support number for software (610) 687-9202 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00am to 5:00pm EST. The hotline technical support number for Facility Software is (800) 268-0324 and is available from 7:00am to 7:00pm Central Time.

4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:
Program updates and enhancements as well as an extended warranty for the software.
Software maintenance is 20% of the license fee per year.

1. **Software Maintenance as a Product (SIN 132-32 or SIN 132-33)**

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the Ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Contractor does not offer conversion from term license to perpetual license.

7. TERM LICENSE CESSATION

Contractor does not offer term license cessation.

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the Ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

- (2) Software licenses are by site and by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one agency's site. This would allow other agencies access to one agency's database. For Ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user agency's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user agency.
- (3) Except as is provided in paragraph 8.b(2) above, the Ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the Ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Ordering activity to use software, documentation, or information therein, which the Ordering activity may already have or obtains without restrictions.
- (4) The Ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the Ordering activity has the right to transfer the software to another site if the Ordering activity site for which it is acquired is deemed to be unsafe for Ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the Ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

Software is CPU specific, however, if a designated CPU becomes temporarily inoperative the software may be used on another computer. Use of the Software on other computers of Customer required additional fees. The fee for multiple copies will be 50% of the original cost. Software provided by AssetWorks, LLC, in machine readable form may be copied by Customer for use with the designated computer to the extent necessary for archive or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
TRAINING COURSES (SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend unless otherwise stated in each individual Products Lines' product specific Terms and Conditions. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge unless otherwise stated in each individual Product Lines' product specific Terms and Conditions. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions, unless otherwise stated in each individual Product Lines' product specific Terms and Conditions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. “NO CHARGE” TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

Not applicable

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the Ordering activity location, as agreed to by the Contractor and the ordering office.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.
- c. The Agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Ordering activity per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days

after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

1. Cancel the stop-work order; or
 2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- 6. INSPECTION OF SERVICES**
The Inspection of Services–Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.
- 7. RESPONSIBILITIES OF THE CONTRACTOR**
The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 Rights in Data – General, may apply.
- 8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**
Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT Services.
- 9. INDEPENDENT CONTRACTOR**
All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Ordering activity.
- 10. ORGANIZATIONAL CONFLICTS OF INTEREST**
- a. Definitions.
“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed Ordering activity contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Ordering activity, ordering offices may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Services. Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate I (APR 1984) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate II (DEC 2002) applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user agency upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering agency in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES AND PRICING

Please refer to the attached Professional Information Technology Labor Category Descriptions and GSA pricing.

17. EQUIVALENCY

AssetWorks, LLC, reserves the right to make the following substitutions in the education and/or experience requirements of any of the service skill categories set forth herein.

1. One (1) year experience is the equivalent of (1) year of education.
2. One (1) year of education is the equivalent of one (1) year of experience.
3. Certification related to the technology is equivalent to two (2) years of the experience/education requirement.

LABOR CATEGORY DESCRIPTIONS

Labor Category Title: Fleet/Facilities Software Program Manager

Functional Responsibilities: Manages the implementation effort for many customers. This includes planning and coordinating both AssetWorks and customer activities to ensure that the goals and objectives of the implementation are accomplished within the defined time and funding parameters. Is fiscally responsible for achieving budgetary goals of the project. Consults with customers on the integration of Facility/FleetFocus products and the customer's standard operating procedures. Defines system interfaces, data conversion requirements, and software modifications required to support the customer's implementation requirements. Performs and/or supervises personnel in complex variance verifications, release testing and customer specific beta software support.

Minimum Education/Experience: Bachelor's and 10 years of experience

Labor Category Title: Fleet/Facilities Software Sr Project Manager

Functional Responsibilities: Serves as the primary contact with customer and works closely with other staff on a variety of tasks to ensure successful implementation of the project plan including: analysis of customer work flow and standard operating procedures; program modifications, data interface programs; data conversion coding requirements; and variance verification. Coordinates with Customer to deliver training activities associated with the implementation. Prepares project plans, implementation schedules, customer status reports, trip reports, expense reports and travel schedules. Troubleshoots all aspects of the project plan and communicates regularly with the Customer Project Manager on status of the implementation.

Minimum Education/Experience: Bachelor's and 7 years of experience

Labor Category Title: Fleet/Facilities Software Project Manager

Functional Responsibilities: Serves as the primary contact with customer and works closely with other staff on a variety of tasks to ensure successful implementation of the project plan including: analysis of customer work flow and standard operating procedures; program modifications, data interface programs; data conversion coding requirements; and variance verification. Coordinates with Customer to deliver training activities associated with the implementation. Prepares project plans, implementation schedules, customer status reports, trip reports, expense reports and travel schedules. Troubleshoots all aspects of the project plan and communicates regularly with the Customer Project Manager on status of the implementation.

Minimum Education/Experience: Bachelor's and 2 years of experience

Labor Category Title: Fleet/Facilities Software System Architect

Functional Responsibilities: Lead the overall design and development effort from a technical and functional perspective. Responsible for architectural underpinnings of the application and maintenance of the AssetWorks software product codes and extension of the product. Serves as a technical resource to the AssetWorks Customer Support Staff, Project Manager and Program Manager in the resolution of customer issues with data conversion and product functionality. Reviews functional and technical specifications for custom interfaces as well as requirement analysis documentation for custom software. Executes the production and maintenance of software specifications and technical documentation of developed code. Performs other duties as may be assigned by management.

Minimum Education/Experience: Bachelor's and 10 years of experience

Labor Category Title: Fleet/Facilities Software Sr Developer

Functional Responsibilities: Maintenance of the AssetWorks software product codes and extension of the product. Serves as a technical resource to the AssetWorks Customer Support Staff, Project Manager and Program Manager in the resolution of customer issues with data conversion and product functionality. Reviews functional and technical specifications for custom interfaces as well as requirement analysis documentation for custom software. Executes the production and maintenance of software specifications and technical documentation of developed code. Performs other duties as may be assigned by management.

Minimum Education/Experience: Bachelor's and 7 years of experience

Labor Category Title: Fleet/Facilities Software Developer

Functional Responsibilities: Maintenance of the AssetWorks software product codes and extension of the product. Serves as a technical resource to the AssetWorks Customer Support Staff, Project Manager and Program Manager in the resolution of customer issues with data conversion and product functionality. Reviews functional and technical specifications for custom interfaces as well as requirement analysis documentation for custom software. Executes the production and maintenance of software specifications and technical documentation of developed code. Performs other duties as may be assigned by management.

Minimum Education/Experience: Bachelor's and 2 years of experience

Labor Category Title: Fleet/Facilities Software Sr Implementation Specialist

Functional Responsibilities: Working with customers on-site and remotely to provide software training to personnel involved with the software - directors, supervisors, administrative personnel, craftsmen, and shop workers. Prepares and customizes documentation for classroom presentation. Develops class curriculum, workshops and new class offerings. Leads customers in implementing best practices and new workflows. Provides technical assistance to customers as needed.

Minimum Education/Experience: Bachelor's and 7 years of experience

Labor Category Title: Fleet/Facilities Software Implementation Specialist

Functional Responsibilities: Working with customers on-site and remotely to provide software training to personnel involved with the software - directors, supervisors, administrative personnel, craftsmen, and shop workers. Prepares and customizes documentation for classroom presentation. Develops class curriculum, workshops and new class offerings. Leads customers in implementing best practices and new workflows. Provides technical assistance to customers as needed.

Minimum Education/Experience: Bachelor's and 3 years of experience

Labor Category Title: Fleet/Facilities Software Installation Engineer

Functional Responsibilities: Supports the Project Manager in working with the customer during the installation of the AssetWorks software. Works closely with other AssetWorks and customer staff on a variety of tasks to ensure successful implementation. Assists in the troubleshooting of all installation tasks and related issues.

Minimum Education/Experience: Bachelor's and 3 years of experience

Labor Category Title: Fleet/Facilities Software Documentation Specialist

Functional Responsibilities: Prepare technical and complex documentation in support of the product or engagement under the direction of the Project Manager.

Minimum Education/Experience: Bachelor's and 3 years of experience

Labor Category Title: Fuel Program Manager

Functional Responsibilities: Serves as primary contact with customer and manages other staff on a variety of tasks to ensure successful implementation of the project plan including: analysis of customer work flow and standard operating procedures. Coordinates with Customer Project Manager to deliver training activities associated with the implementation. Prepares project plans, implementation schedules, customer status reports, trip reports, expense reports and travel schedules. Troubleshoots all aspects of the project plan and communicates regularly with the Customer Project Manager on status of the implementation.

Minimum Education/Experience: Bachelor's and 2 years of experience

Labor Category Title: Fuel Software Installer/Trainer

Functional Responsibilities: Supports the Project Manager in working with the customer during the installation of the AssetWorks software. Works closely with other AssetWorks and customer staff on a variety of tasks to ensure successful implementation. Assists in the troubleshooting of all installation tasks and related issues. Provides classroom or field based training to customers.

Minimum Education/Experience: Bachelor's and 1 year of experience

Labor Category Title: Fuel Master Technician

Functional Responsibilities: Supports the Project Manager in performing the physical installation of the FuelFocus System hardware. Acts as liaison between Project Manager and outside contractors for site readiness. Works closely with other AssetWorks and customer staff on a variety of tasks to ensure successful implementation. Assists in the troubleshooting of all installation tasks and related issues.

Minimum Education/Experience: Approved Service Representative and 5 years of experience

Labor Category Title: Fuel Technician Helper

Functional Responsibilities: Performs various tasks using appropriate equipment to assist Master Technician in technical and non-technical functions related to system installation. Supports the Project Manager and Master Technician in performing the physical installation of the FuelFocus System hardware in vehicles. Works closely with other AssetWorks and customer staff on a variety of tasks to ensure successful implementation. Assists in the troubleshooting of all installation tasks and related issues.

Minimum Education/Experience: Vocational Diploma and 1 year of experience

LABOR PRICING

SIN	Labor Category	GSA Price
132-51	Fleet/Facilities Software Program Manager	\$221.03
132-51	Fleet/Facilities Software Sr Project Manager	\$201.39
132-51	Fleet/Facilities Software Project Manager	\$186.65
132-51	Fleet/Facilities Software System Architect	\$221.03
132-51	Fleet/Facilities Software Sr Developer	\$186.65
132-51	Fleet/Facilities Software Developer	\$171.91
132-51	Fleet/Facilities Software Sr Implementation Specialist	\$221.03
132-51	Fleet/Facilities Software Implementation Specialist	\$191.56
132-51	Fleet/Facilities Software Installation Engineer	\$191.56
132-51	Fleet/Facilities Software Documentation Specialist	\$132.62
132-51	Fuel Program Manager	\$196.47
132-51	Fuel Software Installer/Trainer	\$196.47
132-51	Fuel Master Technician	\$181.74
132-51	Fuel Technician Helper	\$147.36

**GPS HARDWARE PURCHASE, SOFTWARE LICENSE
AND SERVICE AGREEMENT**

Hardware Purchase, Software License, and Service Agreement (“Agreement”) is made as of the 7th of August, 2018 (“Effective Date”) by and between AssetWorks LLC (“AssetWorks” or “CONTRACTOR”) and the County of Fresno (“CUSTOMER” or “COUNTY”). The parties hereby mutually agree to the following terms and conditions:

1. Purpose. As set forth in this Exhibit B, AssetWorks will be providing CUSTOMER with hardware, software and services for a telematics solution for CUSTOMER to obtain data pursuant to Global Positioning Satellite (GPS) tracking, routing, dispatching, and engine diagnostics for use by CUSTOMER’s Fleet Services.
2. Hardware. AssetWorks will sell and CUSTOMER will purchase the hardware (“Hardware”).
 - a. Pricing for the Hardware is set forth in the GSA Contract GS-35F-317GA, attached as Exhibit A.
 - b. AssetWorks will invoice for the Hardware when shipped. Invoices are due thirty (30) days after date of invoice.
 - c. AssetWorks will pass through the warranty for the Hardware from the third party manufacturer of the Hardware, for the Hardware manufactured by Networkfleet, The hardware warranty is set forth in Schedule 1.
3. AssetWorks Software. AssetWorks will provide CUSTOMER the Telematics Module and Networkfleet Connector Module (“AssetWorks Software”) for its proprietary software, Fleet Focus.
 - a. AssetWorks grants CUSTOMER a limited license to use the AssetWorks Software as long as the subscription fees for the Networkfleet service are paid by CUSTOMER. For clarity, the CUSTOMER’s license for the AssetWorks Software will terminate upon termination of the Networkfleet Software subscription.
 - b. Except as expressly provided in this provision, CUSTOMER’s license will be subject to the Software License Agreement between CUSTOMER and AssetWorks.
4. Networkfleet Software. AssetWorks will provide CUSTOMER with a subscription to Networkfleet software (“Networkfleet Software”).
 - a. Networkfleet Software is subject to the terms and conditions set forth in Schedule 1.
 - b. Fees will be invoiced monthly in advance. Invoices are due thirty (30) days after the date of invoice.
5. Term. The Term of the Agreement shall commence as of the Effective Date and shall continue for one year (“Initial Term”) unless terminated earlier as set forth below. At the end of the Initial Term, the Agreement shall periodically shall automatically renew for successive one year terms

The term of this Agreement shall be effective upon execution and shall remain in effect for The term of this Agreement shall be effective upon execution and shall

remain in effect for three (3) years. This Agreement may be extended for an additional one (1), based upon electronic mail approval by both parties and payment of the annual fee(s).

6. Termination and Early Termination Fee.

- a. During the first year and thereafter, either party may terminate this Agreement for default by the other party upon thirty (30) days written notice of the default and intent to terminate, provided however, that the default is not cured within the thirty (30) day period.
- b. After the first year, either party may terminate this Agreement by providing at least ninety (90) days prior written notice to the other. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations and any obligations that expressly are intended to survive termination.

If CUSTOMER terminates this Agreement other than under subsection 6a or for loss of funding during the first year, CUSTOMER will pay the balance of fees due for the Networkfleet Software for that twelve month period as an early termination fee.

- 7. PROPRIETARY RIGHTS.** AssetWorks and any of its third party licensors will retain exclusive ownership in all deliverables created by AssetWorks hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by AssetWorks under this Agreement. AssetWorks and any of its third party licensors will also retain all intellectual property rights with respect to the tools and/or software that AssetWorks uses to deliver the services. Subject to payment in full for the applicable Services, AssetWorks grants CUSTOMER a perpetual, non-exclusive, non-transferable, royalty-free right to use the deliverables solely for Customer's internal use.

8. Limitation of liability

- a. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred, limited to the amount of fees for which AssetWorks contracted under the quote 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 of the possibility of such damages.

SCHEDULE 1**NETWORKFLEET STANDARD TERMS AND CONDITIONS**

This Exhibit is incorporated into and constitutes a material part of the Agreement between COUNTY and CONTRACTOR. The capitalized terms used in this Exhibit shall have the meanings set forth in Section 13 below.

1. NETWORKFLEET DEVICE AND SERVICES. During the Term and subject to the terms of this Agreement, CONTRACTOR will (i) sell COUNTY the Networkfleet Devices ordered by COUNTY, (ii) grant to COUNTY a nonexclusive, non-transferable license to use the firmware and software included in the Device solely for use as provided in the Agreement, and (iii) grant to COUNTY a non-exclusive, nontransferable license to access and use that portion of the Networkfleet Website designated by Networkfleet for use by a customer of CONTRACTOR.

2. LIMITATIONS. Without limiting the generality of Section 1 hereinabove, COUNTY will not, directly or through others: (i) market, license, distribute, transfer or otherwise commercially exploit the Networkfleet Items purchased through CONTRACTOR; (ii) modify the Networkfleet Items or Networkfleet Website; (iii) disassemble, reverse engineer or decompile the Networkfleet Items or Networkfleet Website or prepare derivative works of the Networkfleet Items or Networkfleet Website or attempt to discover any portion of the source code or trade secrets related to the Networkfleet Items or Networkfleet Website; or (iv) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in the Networkfleet Items or Networkfleet Website.

3. DELIVERY AND ACCEPTANCE. CONTRACTOR will deliver to COUNTY the Devices that COUNTY orders hereunder through a common carrier and the risk of loss for such Devices

will pass to COUNTY upon delivery to the common carrier. COUNTY shall have ten (10) days after delivery to inspect the Devices for any damage during shipping. Any Device not rejected within that period will be deemed accepted by COUNTY.

4. INSTALLATION. If included in the Agreement, Networkfleet, as AssetWorks' subcontractor, will install purchased Devices in the applicable Vehicles in one of the Device installation locations designated by Networkfleet. Upon acceptance of COUNTY's order for Device installation services, Networkfleet will use commercially reasonable efforts to coordinate with COUNTY to schedule and complete the installation of the Devices during normal working hours within thirty (30) days of the purchase date of the applicable Device. Additional fees may apply for any installation that involves more work than is standard. COUNTY acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that CONTRACTOR has no obligation to restore any COUNTY Vehicle after the removal of the Device.

5. LIMITED WARRANTY. CONTRACTOR will pass through to COUNTY Networkfleet's limited warranty. As detailed in that warranty, (a) Networkfleet warrants that Devices (other than an Asset Tracker device) which were purchased new from CONTRACTOR on or after April 1, 2013 will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for the entire period of the County's ownership of such Device, provided however, Networkfleet will have no obligation with respect to such warranty in the event that COUNTY, has a past due balance owed to CONTRACTOR. Networkfleet warrants that Devices which were purchased new from CONTRACTOR between May 1, 2010 and March 31, 2013 will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such Device.

(b) Networkfleet warrants that Asset Tracker devices (excluding the battery) which have been purchased new from CONTRACTOR will be free from defects in material and workmanship that prevent the device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such device.

(c) Networkfleet warrants that all accessories which are purchased new from Networkfleet by CONTRACTOR for COUNTY will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment.

(d) Networkfleet warrants to COUNTY that installation services provided by Networkfleet or its authorized subcontractors will be free from defects in workmanship for a period of one (1) year following completion of such installation services. To the extent COUNTY purchases an extended installation warranty, Networkfleet warrants to COUNTY that any extended warranty installation services shall be free from defects in workmanship for the entire period of COUNTY's uninterrupted use of the Device pursuant to this Agreement subject to such installation service, provided however, Networkfleet will have no obligation with respect to such extended installation warranty at any time COUNTY has a past due balance for unpaid Fees.

(e) Warranty claims must be made by notifying CONTRACTOR in writing promptly after COUNTY learns of the facts supporting a warranty claim. Subject to the Exclusions below and the provisions of Networkfleet's then-current applicable warranty policy, Networkfleet will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and, if applicable, remedy any defects in the installation of the Device.

(f) THE REMEDIES IN THIS SECTION ARE NETWORKFLEET'S ONLY OBLIGATION AND COUNTY'S ONLY REMEDY FOR BREACH OF ANY WARRANTY.

EXCLUSIONS. The Limited Warranty and Support Services provided by Networkfleet do not include repair, replacement or correction of any defect, damage or malfunctions caused by: (i) for installation not performed by Networkfleet or its authorized subcontractors, failure to properly install the Devices as described in the Networkfleet installation guides; (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of God; (iii) failure of the facilities County uses to access the Networkfleet Website or failure to conform to Networkfleet specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by COUNTY or any third party not authorized by Networkfleet; or (v) use by COUNTY of hardware or software not provided or approved by Networkfleet. COUNTY will be responsible for the cost of Support Services provided by Networkfleet caused by any of the foregoing.

DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED DEVICE AND INSTALLATION WARRANTY SET FORTH IN THIS SECTION, NEITHER CONTRACTOR OR NETWORKFLEET MAKE ANY WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE NETWORKFLEET SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, CONTRACTOR AND NETWORKFLEET DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NEITHER CONTRACTOR NOR NETWORKFLEET WARRANTS THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO COUNTY OR TO THE COUNTY WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

6. PROPRIETARY RIGHTS. COUNTY may not acquire any right or interest in the Marks by virtue of the Agreement. COUNTY acknowledge and agree at the Networkfleet Items and the Networkfleet Website include Proprietary Rights and Marks of Networkfleet and its licensors, and that Networkfleet and its licensors retain title to and ownership of those Proprietary Rights and Marks. Without limiting the generality of the foregoing, COUNTY acknowledges that the Networkfleet Items and Networkfleet Website may include materials that are proprietary and the subject of copyright protection, database right protection and other intellectual property rights owned by Tele Atlas or its suppliers, that COUNTY's use of such material is subject to the terms of the Agreement and the applicable Tele Atlas license agreement and that any unauthorized copying or disclosure of such material may lead to criminal and civil liabilities. Title to and ownership of the Proprietary Rights or Marks in any and all improvements, modifications, fixes or enhancements made by or for us to the Networkfleet Items or the Networkfleet Website, regardless of whether such items or services are created or suggested by COUNTY, remains with Networkfleet and its licensors. COUNTY have no property right in any telephone number assigned to COUNTY by or through Networkfleet, and understand that any such number can be changed by Networkfleet or its provider from time to time. COUNTY will not copy, modify, reverse-engineer, disassemble, or decompile any software or firmware included in any Device or the Networkfleet Website or otherwise provided to COUNTY by or on behalf of Networkfleet, and will not disclose such software or provide access to the Devices, such software or any Services to any third party for such a purpose.

7. LIMITATION OF LIABILITY. (a) NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. NETWORKFLEET'S CUMULATIVE LIABILITY UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO NETWORKFLEET UNDER THE AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO

THE DATE THE LIABILITY ACCRUES FOR A CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING UNDER SECTION 6 (PROPRIETARY RIGHTS), SECTION 9 (INDEMNIFICATION), AND SECTION 10 (CONFIDENTIALITY).

(b) NETWORKFLEET IS NOT RESPONSIBLE FOR DELAYS IN DELIVERY, INSTALLATION OR PROVIDING THE SERVICES, NO MATTER WHO CAUSED THE DELAY. CUSTOMER ACKNOWLEDGES THAT THE DEVICE IS A WIRELESS DEVICE AND THAT THE DEVICES AND THE NETWORKFLEET SERVICE ARE DEPENDENT ON THE COVERAGE AREAS AND SERVICE OF WIRELESS NETWORKS OWNED AND OPERATED BY THIRD PARTIES. OPERATION AND THE FUNCTIONALITY OF THE DEVICES AND THE NETWORKFLEET SERVICE DEPEND ON SUCH COVERAGE AND WIRELESS SYSTEM AVAILABILITY AND CAPACITY AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, ACTS OF GOD, AND OTHER CONDITIONS BEYOND NETWORKFLEET'S REASONABLE CONTROL. CUSTOMER UNDERSTANDS AND AGREES THAT NETWORKFLEET AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND SHALL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE NETWORKFLEET SERVICE. WHILE NETWORKFLEET ENDEAVORS TO PROVIDE ACCURATE, UP-TO-DATE DATA, DATA NETWORKFLEET COLLECTS FROM THE DEVICES INSTALLED IN VEHICLES MAY, AT TIMES, CONTAIN ERRORS, DEFECTS, DEFICIENCIES OR TECHNICAL INACCURACIES, AND MAY BE CHANGED OR UPDATED BY NETWORKFLEET WITHOUT NOTICE.

8. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 5 ABOVE, THE DEVICES AND THE SERVICES ARE PROVIDED BY SELLER AND NETWORKFLEET ON AN "AS-IS" BASIS TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW. NETWORKFLEET AND SELLER DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED

TO, IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AS TO THE DEVICES AND THE SERVICES, DATA (INCLUDING ITS ACCURACY AND AVAILABILITY) COLLECTED AS PART OF THE SERVICES. NETWORKFLEET DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO COUNTY, OR THE NETWORKFLEET WEBSITE WILL ALWAYS BE TIMELY OR COMPLETE. SELLER AND NETWORKFLEET DO NOT REPRESENT OR WARRANT THAT THE NETWORKFLEET WEBSITE OR ANY SOFTWARE PROVIDED TO COUNTY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, COUNTY SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES ARISING FROM THE NETWORKFLEET WEBSITE OR ANY SUCH SOFTWARE.

9. INDEMNIFICATION. (a) CUSTOMER will defend, indemnify and hold harmless Networkfleet and its wireless service carriers, licensors and third party suppliers, and the officers, employees, and agents of each against any and all third party claims and all associated damages, suits, proceedings, liens, penalties, liabilities award or expense (including reasonable attorney's fees) resulting from (i) CUSTOMER'S breach of the Agreement; (ii) a claim that CUSTOMER or CUSTOMER's personnel violated applicable state or federal laws or regulations in CUSTOMER's possession or use of the Devices, the Networkfleet Service or the Networkfleet Website; or (iii) a claim for any property damage, personal injury or death arising in any way, directly or indirectly, CUSTOMER's use, failure to use, or inability to use the Devices, the Networkfleet Service or the Networkfleet Website except to the extent such claims was caused by Networkfleet's negligence or willful misconduct. CUSTOMER will allow Networkfleet to participate with its own counsel in the defense of the claim at Networkfleet's own expense; however nothing herein shall limit the

right of CUSTOMER to control the defense. If CUSTOMER fails to defend in a reasonably timely manner with competent counsel reasonably satisfactory to Networkfleet, then Networkfleet shall have the right to defend or settle such claim.

(b) Networkfleet shall defend, indemnify and hold harmless CUSTOMER against any third party claims, and all associated damages, suits, proceedings, liens, penalties, liabilities, awards or expenses, to the extent that such claims allege that Networkfleet Items infringe such third party's intellectual property rights; provided, however, that Networkfleet's obligations hereunder shall not apply if and to the extent that the infringement or alleged infringement is caused by or otherwise results from (i) the use of the Networkfleet Items other than as specifically authorized by Networkfleet, (ii) the combination or use of the Networkfleet Items with non-Networkfleet products or services, including, but not limited to, CUSTOMER's products and services, or (iii) any acts or omissions of CUSTOMER or any other third party; and provided further, that CUSTOMER give Networkfleet written notice of the third party claim within five (5) business days after receiving notice of the claim and permits Networkfleet to control, and cooperates with Networkfleet in, the defense of such claim and any related settlement negotiations. Networkfleet shall permit CUSTOMER to participate with its counsel in the defense of the claim at its own expense; however, nothing herein shall limit Networkfleet's right to control the defense. If Networkfleet fails to defend in a reasonably timely manner with competent counsel reasonably satisfactory to CUSTOMER, then CUSTOMER shall have the right to defend or settle such claim.

10. CONFIDENTIALITY. Each party reserves any and all right, title and interest (including, without limitation, any Proprietary Rights) that it may have in or to any Confidential Information that it may disclose to the other party under the Agreement. The Recipient will protect Confidential Information of the Discloser against any unauthorized use or disclosure to the same extent that the Recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such

Confidential Information; provided that the Recipient knows or has reason to know that the same is Confidential Information of the Discloser. The Recipient will use any Confidential Information of the Discloser solely for the purposes for which it is provided by the Discloser. This paragraph will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the Recipient's performance of its obligations or exercise of its rights under the Agreement or any other agreement between the parties; (b) any use or disclosure required by applicable law (e.g., pursuant to applicable securities laws or legal process), provided that the Recipient uses reasonable efforts to give the Discloser reasonable advance notice thereof (e.g., so as to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure); or (c) any use or disclosure made with the consent of the Discloser. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of the Agreement for a period of three (3) years from the termination of the Agreement, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for so long as such information is deemed a trade secret.

11. MODIFICATIONS; WEBSITE MAINTENANCE. Networkfleet may alter or modify all or part of the Networkfleet Items and the Networkfleet Website from time to time. Such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. In an effort to ensure a responsive and efficient platform and service for its customer base, Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet Service and Networkfleet Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Networkfleet Website and Networkfleet Service unavailability.

12.DATA. COUNTY represents and warrants that COUNTY represent and warrant that COUNTY, has all rights and authority with respect to the data COUNTY acquires and transmits through the Networkfleet Items and Networkfleet Website ("*Business Data*") necessary to grant the rights and approvals set forth in the Agreement and that COUNTY approves and grants to CONTRACTOR to approve and grant to us, the nonexclusive, nonterminable license and right to collect, access, and use Business Data from COUNTY's Devices, and to access, copy, and use the Business Data in the course of performing the Services and to analyze, measure, and optimize the performance of Devices and Services and new offerings for COUNTY and others and for other purposes of Networkfleet, including the development of data products for sale, licensing and distribution to third parties. Except as may be required under applicable law, Networkfleet will not disclose or distribute Business Data that is COUNTY's Confidential Information to a third party in a form that permits identification of COUNTY. Please refer to Networkfleet's Privacy Policy for additional information on how it collects, uses and discloses personal information from COUNTY.

13.DEFINITIONS. When used in the Agreement and not defined elsewhere herein, the following terms shall have their respective meanings as set forth below:

"Acceptable Use Policy" means the terms and conditions governing use of the Networkfleet Service and access to the Networkfleet Website, as such may be amended from time to time by Networkfleet upon thirty (30) days' advance written notice to Reseller. The Acceptable Use Policy in effect as of the date of the Agreement is set forth in www.networkfleet.com.

"Device" means the Networkfleet wireless device designed for use with the Networkfleet Service as described in Exhibit B and pursuant to the AssetWorks GSA Agreement GS-35F-317GA(Exhibit A).

"Discloser" means a party that discloses any of its Confidential Information to the other party.

"Fees" mean the Device purchase prices, Device shipping fees, Device installation fees, the Networkfleet Service fees and the other fees payable by Buyer.

"Marks" means the names, trademarks, trade names, drawings, logos and symbols which Networkfleet uses to promote and identify the Devices and which Networkfleet authorizes Reseller to use under the Agreement.

"*Networkfleet Items*" means the Networkfleet Service and Devices.

"*Networkfleet Service*" means the services offered by Networkfleet to: (a) collect diagnostic and/or location information from a Vehicle using a Device which is installed in that Vehicle; (b) analyze, deliver and post the information to the Networkfleet Website; (c) notify the vehicle owner and a designated third party by e-mail of certain events or information; and (d) access and use of the Networkfleet Website, the DataConnect Service and/or any other service offered by Networkfleet.

"*Networkfleet Website*" means web pages within the Networkfleet website currently located at www.networkfleet.com designated by Networkfleet for use by COUNTY.

"*Privacy Policy*" means the privacy policy governing Networkfleet's and its personnel's use of the personally identifiable data obtained from its customers and the Networkfleet Website, as such may be amended from time to time by Networkfleet. The Privacy Policy in effect as of the date of the Agreement is set forth in www.networkfleet.com.

"*Proprietary Rights*" means any patent, copyright, trademark, service mark, trade dress, trade name, corporate name, proprietary logo, trade secret or other intellectual property right.

"*Services*" means the Networkfleet Service, Device installation services, the Support Services and the other services provided by Networkfleet to COUNTY as a subcontractor of CONTRACTOR.

"*Support Services*" means the technical support and other services provided by Networkfleet.

"Vehicle" means an on-road vehicle, off-road vehicle and/or stationary equipment owned or under the control of COUNTY.

14. TECHNICAL ASSISTANCE. Networkfleet will provide COUNTY with reasonable amounts of consultation and technical assistance via telephone or email during normal working hours and assist in diagnosing the problem with the Devices or Networkfleet Service. Networkfleet will use commercially reasonable efforts to correct errors or malfunctions in those Devices or the Networkfleet Service to enable those Devices and those Networkfleet Service to perform the functions described in the applicable Networkfleet operating manuals as soon as practicable after notification of such error or mal function. If a Device COUNTY acquired from Networkfleet is diagnosed as non-functioning, Networkfleet will repair or replace non-functioning components. If, in Networkfleet's sole determination, a Device is deemed unrepairable, then Networkfleet will send a replacement unit to COUNTY in accordance with Networkfleet's then-effective policy and procedures. All nonfunctioning Devices replaced by Networkfleet will become the property of Networkfleet.

15. A minimum twelve (12) month service term is required for each Device unit. The monthly service fee is set forth in the pricing.

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as “County”), members of a contractor’s board of directors (hereinafter referred to as “County Contractor”), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

“A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest”

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member’s name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member’s company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation’s transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	