



V I L L A G E O F K E Y B I S C A Y N E

Office of the Village Manager

MEMORANDUM

Village Council
Mayra P. Lindsay, *Mayor*
James S. Taintor, *Vice Mayor*
Franklin H. Caplan
Luis F de la Cruz
Theodore Holloway
Michael E. Kelly
Edward London

Village Manager
John C. Gilbert

DATE: January 12, 2016

TO: Honorable Mayor and Members of the Village Council

FROM: John C. Gilbert, Village Manager

RE: Agreement to purchase a Police Department-Wide Global Positioning System (GPS) Fleet Tracking and Maintenance Project Program.

RECOMMENDATION

It is recommended that the Village Council consider the Police Department's request to purchase a departmental wide GPS Fleet Tracking and Maintenance Project Program from Verizon Wireless, Inc. The purpose of this request is to help improve the high-quality public service expected of our police officers and manage the department's fleet more effectively and efficiently. The funding source shall be the Federal Asset Sharing Fund not to exceed \$ 13,839 to cover the cost of the equipment, installation and monthly data charge through the end of the fiscal year.

BACKGROUND

Law Enforcement Agencies are presently utilizing fleet tracking programs, to strengthen officer performance and accountability, to enhance agency transparency, and to more effectively and efficiently manage its fleet by being able to dispatch the closest officer thereby providing a more immediate public safety response.

Verizon Wireless Inc., provides a comprehensive GPS Fleet Tracking and Maintenance Product and its cost includes the GPS device, its permanent installation on all vehicles and the cost of data transmission to and from all vehicles for the remainder of the fiscal year. If approved the cost of the GPS Fleet Tracking and Maintenance Program will be funded by the Key Biscayne Police Department Federal Asset Sharing Fund.

The proceeds of the Village of Key Biscayne Police Department Federal Asset Sharing Fund are the result of seized assets from joint investigations between the Department, Federal and local law enforcement agencies. Said proceeds may be used for programs that are supportive of and consistent with a law enforcement effort, policy or initiative.

Chief Charles R. Press and the Village Attorney certify that this request clearly falls within the permitted "Law Enforcement Equipment" category contained within A Guide

to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies.

Currently, as of December 29th, 2015 the balance of this account is of \$ 255,770.22. I respectfully request waiving of competitive bid to purchase the Verizon Wireless GPS Fleet Tracking and Maintenance Program. The Village received pricing under the General Services Administration (GSA) Contract GS-07F-5559R (Exhibit "B") in an amount not to exceed \$13,839 (\$7,222.65 equipment and installation/ \$6,616.35 nine months of maintenance) as seen in Exhibit "A".

Chad Friedman, Esquire from Weiss Serota Helfman Pastoriza Cole & Bierman provided agreement and attests to form and legal sufficiency.

RESOLUTION NO. 2016 -

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAZYNE, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE UNITED STATES DEPARTMENT OF JUSTICE EQUITABLE SHARING PROGRAM AND THE ISSUANCE OF A PURCHASE ORDER FOR VERIZON (NETWORKFLEET, INC.) FOR THE PURCHASE OF A POLICE DEPARTMENT-WIDE GLOBAL POSITIONING SYSTEM FLEET TRACKING PRODUCT AND MAINTENANCE, INCLUDING THE INSTALLATION AND MONTHLY FEES FOR THE REMAINDER OF THE FISCAL YEAR; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne, Florida (the “Village”), and specifically, the Village Police Department (the “Department”), desires to purchase and use Verizon’s (Networkfleet, Inc.) Global Positioning System Fleet Tracking and Maintenance Product (the “Product”) to address the Department’s concern for the safety of its officers and for purposes of managing its fleet in a more effective and efficient manner; and

WHEREAS, the Product improves patrol vehicle response time by allowing Department dispatchers to determine which patrol vehicle is closest to a location in need of Departmental services; and

WHEREAS, in addition to saving fuel and time, the Product will minimize the risk of patrol vehicle involved accidents by allowing for shorter travel distances and also providing a more immediate public safety response; and

WHEREAS, the Product qualifies as “law enforcement equipment” which is a permissible use of funds from the United States Department of Justice Equitable Sharing Program (the “Federal Sharing Program”); and

WHEREAS, the Village Council desires to authorize an expenditure from the Federal Sharing Program to purchase the Product, as detailed by the purchase order attached hereto as Exhibit “A;” and

WHEREAS, the Federal Sharing Program currently has ample funds resulting from assets seized during joint investigations involving the Department and federal law enforcement agencies; and

WHEREAS, this expenditure constitutes an officer safety purchase, which was not included in the Department’s operating budget costs/police equipment line item; and

WHEREAS, the Chief of Police has recommended purchasing the Product using funds from the Federal Sharing Program as an authorized expenditure, and has determined that the proposed expenditure complies with the Federal Equitable Sharing Agreement and Certification; and

WHEREAS, the procurement of the Product is pursuant to Section 2-86 of the Village Code of Ordinances (the “Village Code”), as based upon the purchase transaction or pricing procured by the U.S. General Services Administration, as another governmental authority, more particularly reflected by Contract Number GS-07F-5559R, attached hereto as Exhibit “B;” and

WHEREAS, the Village Council finds that acquisition of the Product and adoption of this Resolution is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above-stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Purchase of Product Authorized; Specification of Funds. That the purchase of the Product from Verizon (Networkfleet, Inc.) as described herein is approved and authorized, subject to the condition that the cost of the Product shall not exceed the amount provided for in the purchase order attached hereto as Exhibit "A." The funding source for purchasing the Product shall be from the Federal Sharing Program.

Section 3. Waiver of Competitive Bidding. That pursuant to Section 2-86 of the Village Code, competitive bidding procedures required by the Village Code are waived for the purchase of the Product.

Section 4. Village Manager Authorized. That the Village Manager is authorized to take any and all steps necessary to implement the intent and purpose of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2016.

MAYOR MAYRA PEÑA LINDSAY

ATTEST:

CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

VILLAGE ATTORNEY



Networkfleet Hardware & Service Order

Per the Terms and Conditions of Networkfleet's GSA Contract# GS-07F-5559R

Please review populated fields and complete others as directed. For questions, please inquire with your sales contact.

Order Information			
Date	October 29, 2015	Order Type	New Business
Purchased Type	Purchase	Pricing Set-Up	Account Level
Contract Type	GSA Contract# GS-07F-5559R	Customer #	VILL019
PO # (only for purposes of including on invoice)		Account Sub Type	PUBLIC SECTOR
Term	12 Months	Sales Contact	Lenny Mangaroo lenny.mangaroo@verizon.com

Company Information		Accounts Payable	
Company Name	Village of Key Biscayne	Name	Madelaine Lopez
DBA		Phone	3053655555
Address	88 W McIntyre St	Email	mlopez@kbpd.net
City	Key Biscayne	Fleet Website User	
State	FL	Main User Name	KBPD I.T.
Zip	33149-1846	Main User Email	it@kbpd.net
Country	US		
Time Zone	Eastern		

Products & Services				
Item Description	Code	Qty	Unit Price	One Time Total/ Monthly Recurring Total
5200N3VD GPS	5200N3VD	2	\$80.00	\$160.00
5500N3VD GPS Diagnostics	5500N3VD	37	\$80.00	\$2,960.00
Light Duty Harness plus OBD-II Adapter Kit (5500/5200)	PARTS047	37	\$30.23	\$1,118.51
Base Installation - Plug/Play or 3 Wire	I-INSTALL-UNIT	41	\$65.00	\$2,665.00
Universal Harness (5200)	PARTS046	2	\$9.57	\$19.14
Asset Guard N2VD PW	1002N2VD	2	\$150.00	\$300.00
5500 monthly service fees	5500MS	37	\$18.95	\$701.15
5200 monthly service fees	5200MS	2	\$17.00	\$34.00

Total One Time Purchase	\$7,222.65
Total Monthly Recurring	\$735.15

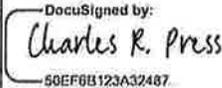
Additional Terms & Conditions

Shipping Procedures	
Shipping Method*	Ground

* Shipping and/or applicable taxes are not included in the above pricing. Any applicable shipping and taxes will be applied to your invoice.

Ship to Address #1	
Company	Village of Key Biscayne
Contact	Charles R. Press
Street Address	88 West McIntyre Street
City	Key Biscayne
State	FL
Zip	33149
Country	USA
Phone	3053655555
Items to ship to this address:	

Terms and Conditions
<p>This order is pursuant to the Terms and Conditions of Networkfleet's GSA Contract# GS-07F-5559R only. The PO# if listed above is only for purposes of including as a reference on the invoice and any terms and conditions from a PO supplied by Village of Key Biscayne are rejected, void and have no force and effect. By providing your electronic signature you agree that Networkfleet is authorized to charge the credit/debit card provided on this order form, or to charge the credit/debit card already on file, on a periodic basis for the amount due under Village of Key Biscayne's account with Networkfleet. For existing Networkfleet Customers, the credit/debit card number provided on this order form will replace any previously provided credit/debit card. You acknowledge, guarantee, and warrant that you are the legal card holder for the credit/debit card provided and that you are legally authorized to enter into a recurring billing arrangement with Networkfleet. If no credit card/debit card is provided on this order form or has been previously provided, then subject to a credit review, Networkfleet may grant credit terms. You will be notified separately by Networkfleet of your credit terms if granted. You understand that in order to make any alternate payment arrangements, you will contact Networkfleet in writing at accountsreceivable@networkfleet.com ten (10) days prior to the scheduled charge date to make the appropriate changes which require Networkfleet's written consent. This order is subject to acceptance by Networkfleet and is not binding on Networkfleet until it has been accepted by Networkfleet by either sending you notice of acceptance or the shipment of the products you have ordered. You acknowledge that Village of Key Biscayne has the power and authority to enter into this agreement and to perform its obligations hereunder, that the individual signing on behalf of Village of Key Biscayne has authority to do so, and that Village of Key Biscayne agrees to all of the terms and conditions of Networkfleet's GSA Contract# GS-07F-5559R and agrees that this order is subject solely to the terms and conditions of Networkfleet's GSA Contract# GS-07F-5559R.</p>

Customer Signature	
Name	Charles R. Press
Sign Here	 <small>50EF6B123A32487</small>
Title	Chief of Police
Email	cpress@kbpd.net
Date	12/23/2015



U.S. General Services Administration

**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 GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is:
<http://www.gsaadvantage.gov>*

**General Services Administration
Federal Supply Service
Total Solutions for Law Enforcement, Security, Facilities Management,
Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response
Schedule 84**

**CONTRACT NUMBER:
GS-07F-5559R**

**PERIOD COVERED BY CONTRACT:
JANUARY 1, 2010 THROUGH DECEMBER 31, 2019**

**Networkfleet, Inc.
6363 Greenwich Drive
Suite 200
San Diego, CA 92122
(P): 858.450.3245
(F): 858.450.3246
www.networkfleet.com**

**General Services Administration
Supplement #PO-0041, dated August 18, 2015**

DUNS: 85-842-6260

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

- 1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price (s).
- SIN 426-4Q: VEHICLE MONITOR (TRACKING) SYSTEMS**
- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.
- Please see pricing table for pricing information.**
- 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. If hourly rates are not applicable, indicate not applicable for this item.
- Not Applicable**
2. **MAXIMUM ORDER:**
\$200,000.00
3. **MINIMUM ORDER:**
\$100.00
4. **GEOGRAPHIC COVERAGE (DELIVERY AREA):**
FOB Origin to the 50 United States, District of Columbia and Puerto Rico.
5. Point(s) of production (city, county, and State or foreign country).
- Networkfleet, Inc.**
6363 Greenwich Drive, Suite 200
San Diego, CA 92122
(P): 858.450.3245
(F): 858.450.3246
6. Discount from list prices or statement of net price.
GSA Net pricing shown in pricing tables provided.
7. **QUANTITY DISCOUNTS.**
GSA Net pricing shown in pricing tables provided.
8. **PROMPT PAYMENT TERMS:**
0%, Net 30 Days
- 9a. Government purchase cards *are accepted* at or below the micro-purchase threshold.
- 9b. Government purchase cards *are accepted* above the micro-purchase threshold.
10. **FOREIGN ITEMS (LIST ITEMS BY COUNTRY OF ORIGIN):**
Please see Country of Origin Information in attached pricing table.
- 11a. **TIME OF DELIVERY:**
Thirty Days ARO

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

Title Transfer occurs at the time of shipment

11b. EXPEDITED DELIVERY:

Please contact Networkfleet for expedited delivery information.

11c. OVERNIGHT AND 2-DAY DELIVERY:

Please contact Networkfleet for expedited delivery information.

11d. URGENT REQUIREMENTS:

Please contact Networkfleet for expedited delivery information.

12. F.O.B. POINT(S):

Origin

Title Transfer occurs at the time of shipment

13a. ORDERING ADDRESS:

**Networkfleet, Inc.
6363 Greenwich Drive, Suite 200
San Diego, CA 92122
(P): 858.450.3245
(F): 858.450.3246**

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA can be found at the GSA/FSS Schedule homepage fss.gsa.gov/schedules.

14. PAYMENT ADDRESS.

**Networkfleet, Inc.
P.O. Box 975544
Dallas, TX 75397-5544
(P): 858.450.3245
(F): 858.450.3246**

15. WARRANTY PROVISION.

The following is Networkfleet's commercial limited warranty which applies to goods and services purchased off Networkfleet's GSA Schedule Contract. All references to Customer apply to the entity purchasing goods and services from Networkfleet under this GSA Schedule Contract.

LIMITED WARRANTY. (a) Networkfleet warrants to Customer that Devices (other than an Asset Tracker device) which were purchased new from Networkfleet by Customer 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 your ownership of such Device, provided however, Networkfleet will have no obligation with respect to such warranty at any time Customer has a past due balance for unpaid Fees. Networkfleet warrants to Customer that Devices which were purchased new from Networkfleet by Customer 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.

GSA TERMS AND CONDITIONS to GS-07F-5559R
Networkfleet, Inc.

(b) Networkfleet warrants to Customer that Asset Tracker devices (excluding the battery) which have been purchased new from Networkfleet by Customer 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 to Customer that all accessories which are purchased new from Networkfleet by Customer 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 Customer 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 Customer purchases an extended installation warranty, Networkfleet warrants to Customer that any extended warranty installation services shall be free from defects in workmanship for the entire period of your 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 Customer has a past due balance for unpaid Fees.

(e) Warranty claims must be made by notifying Networkfleet in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in Networkfleet's then-current applicable warranty policy. The policy is located at <http://info.networkfleet.com/rs/networkfleet/images/Warranty.pdf>. Subject to Exclusions 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 CUSTOMER'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 Customer uses to access the Networkfleet Website or failure to conform to Networkfleet specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Networkfleet; or (v) use by Customer of hardware or software not provided or approved by Networkfleet. Customer 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 HEREIN, NETWORKFLEET MAKES NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE NETWORKFLEET SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, 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. NETWORKFLEET DOES NOT WARRANT 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 CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

16. EXPORT PACKING CHARGES, IF APPLICABLE.

Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICRO-PURCHASE LEVEL).

The Government purchase card is accepted above the micro-purchase threshold.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE).

Not Applicable

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE).

If Networkfleet accepts an order for Device installation services, Networkfleet or its contractors will install the Device in the applicable Vehicle at a mutually agreed location, in accordance with Networkfleet's Installation Policy, located at http://info.networkfleet.com/rs/networkfleet/images/Installation_Policy.pdf, as it may be amended from time to time, which is available at the Networkfleet Website. The Parties will use reasonable efforts to schedule and complete the installation during normal working hours within thirty (30) days of the date the order for installation services was accepted. Before proceeding with any installation that involves more work than is standard and customary, Networkfleet will advise and obtain Customer approval for the additional fees involved for such installation. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Networkfleet has no obligation to restore the Vehicle after removal of the Device. The detailed processes and procedures can be found in Networkfleet's Installation Policy.

- 20a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE).

Not applicable

- 20b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE)

NETWORKFLEET LICENSE. (a) During the time that Customer is entitled to receive Networkfleet Services hereunder, Networkfleet grants to Customer a non exclusive, non transferable license to (i) use the Networkfleet Services in the United States and such other countries as may be approved by Networkfleet in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software Included in the Devices, solely for use in connection with the Networkfleet Services, and as provided in these Terms and Conditions. Redistribution or resale of the Networkfleet Services by the Customer is prohibited without prior written consent.

(b) Networkfleet Data Services, if applicable, are subject to the then current "Networkfleet Data Services Use Policy and Procedure" which is located at http://info.networkfleet.com/rs/networkfleet/images/Data_Services_Use_Policy.pdf, and may be updated from time to time.

Title Transfer occurs at the time of shipment.

CUSTOMER OBLIGATIONS. (a) Customer shall limit its use of the Devices, Networkfleet Services, Networkfleet Website, and Customer Website Pages to their intended purposes and shall comply, and cause its employees and agents to comply, with all applicable laws and regulations and with Networkfleet's Website Acceptable Use Policy, and Privacy Policy which are available on the Networkfleet Website. Customer shall inform its drivers of Vehicles that such Vehicle has been enabled for Networkfleet Services and that the

GSA TERMS AND CONDITIONS for GS-07F-5559R
Networkfleet, Inc.

Networkfleet Services include the collection of data points associated with the Vehicle's location and manner of operation.

NETWORKFLEET IS NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING NETWORKFLEET OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT NETWORKFLEET CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT THEY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE NETWORKFLEET SERVICES. (c) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE DEVICE IS A WIRELESS DEVICE AND THAT THE NETWORKFLEET SERVICES WORK BY USING WIRELESS COMMUNICATIONS NETWORKS TO CONNECT THE DEVICES WITH NETWORKFLEETS DATA CENTER AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE NETWORKFLEET SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE NETWORKFLEET SERVICE IS SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT NETWORKFLEET DOES NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

Neither Networkfleet or the Customer 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 greater of the amount paid or payable to Networkfleet under this Agreement during the six (6) months prior to the date the liability accrues for a claim, except in the instance of the Customer's failure to pay amounts due under this Agreement.

CONFIDENTIALITY. Each party as a Receiving Party will protect Confidential Information of the Disclosing Party against any unauthorized use or disclosure to the same extent that the Receiving Party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will Receiving Party use less than a reasonable standard of care to protect such Confidential Information. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party for any purpose other than as: (a) reasonably necessary to perform its obligations under this Agreement; (b) expressly permitted by this Agreement; (c) required by applicable law (provided that the Receiving Party shall notify the Disclosing Party of such required disclosure promptly and cooperate with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit such required disclosure; or (d) consented to in writing by the Disclosing Party. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of this Agreement for a period of three (3) years from the termination of this 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. The provisions of this Section are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of these provisions may cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

PROPRIETARY RIGHTS. Customer acknowledges and agrees that the Devices, the Networkfleet Service and the Networkfleet Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Networkfleet, its affiliates or the Service Partners and that Networkfleet, its affiliates and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Networkfleet, its affiliates and/or the Service Partners to the Devices, the Networkfleet Service or the Networkfleet Website, regardless of whether such items or services are created or suggested by Customer. Customer will not copy, modify, reverse-engineer, disassemble, translate, convert or decompile any software or firmware included in any Device, the Networkfleet Website or Networkfleet Services, or otherwise provided to Customer by or on behalf of Networkfleet, and will not disclose such software or provide access to the Devices, such software or any Networkfleet Services to any third party for such a purpose. Customer agrees that with respect to Networkfleet Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such Networkfleet Services to any third party; (b) except with the express written consent of Networkfleet, combine, embed or incorporate the Networkfleet Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Networkfleet Devices; (c) remove or alter any proprietary notices in the Networkfleet Services; (d) use the Networkfleet Services in connection with the transmission, sale, license, or delivery of any infringing, defamatory, offensive, or illegal products, services, or materials; (e) use the Networkfleet Services in any manner that threatens the integrity, performance, or availability of the Networkfleet Service; or (f) use the Networkfleet Service in any manner that violates local, state or federal laws, regulations or orders.

MODIFICATIONS; WEBSITE MAINTENANCE. Networkfleet may alter or modify all or part of the Devices, the Networkfleet Services or the Networkfleet Website from time to time; provided that Networkfleet shall not intend for such alterations or modifications to materially adversely affect Customer's use of the Networkfleet Services or Networkfleet Website. Subject to the foregoing, such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet Services 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 Services unavailability.

SERVICE PARTNERS. Nothing set forth in an Accepted Order Form or in these Terms and Conditions gives Customer any specific rights with respect to, nor does it create a contract between Customer and the Service Partners. The Service Partners have no legal, equitable or other liability of any kind to Customer, and Customer hereby waives any and all claims or demands therefor. Customer is not a third-party beneficiary of any agreement between or among Networkfleet and the Service Partners, but the Service Partners are intended third party beneficiaries of this Agreement, and the protections set forth in these Terms and Conditions, including, among other things, the disclaimers of warranties, limitations of liability, and indemnification provisions, do apply to the Service Partners.

The Networkfleet Website includes aerial, satellite imagery from Digital Globe, one of the Service Partners, as a mapping option. If Customer uses such mapping option, Customer agrees to comply with the terms of use contained in Digital Globe's End User License Agreement displayed at http://info.networkfleet.com/rs/networkfleet/images/DigitalGlobe_Product_EULA.pdf

TRAINING AND SUPPORT SERVICES. (a) Customer will designate one or more employee(s) to act as the coordinator(s) for Customer's use of the Devices and the

Networkfleet Services and will require such coordinator(s) to participate in the Device and Networkfleet Services training provided from time to time by Networkfleet. (b) During the time Customer is entitled to receive Networkfleet Services, and subject to Exclusions, Networkfleet or its designee will provide Customer with reasonable amounts of telephone or e-mail consultation and technical assistance regarding the Devices and Networkfleet Services during Networkfleet's regular working hours. Customer may call Networkfleet or its designee at (866) 227-7323 or e-mail inquiries to care@networkfleet.com for support services.

DATA. Customer represents and warrants that it has all necessary rights and authority with respect to the data collected from Customer and its vehicles and transmitted through Customer's use of the Devices, the Networkfleet Services and the Networkfleet Website ("Business Data") and that Customer approves and grants to Networkfleet, its affiliates and the Service Partners the nonexclusive license and right to collect, access, copy and use the Business Data in the course of performing the Networkfleet Services. Customer further grants to Networkfleet and its affiliates the perpetual right and license to use such Business Data as needed to analyze, measure and optimize the performance of the Devices and the Networkfleet Services and to develop new offerings for Customer and others, including the development of data products provided, however, that such use of Business Data shall be in an anonymous form.

DEFINITIONS. When used in these Terms and Conditions, the following terms, when capitalized, shall have the meaning set forth below:

"Accepted Order Form" means an Order Form which has been executed by Customer and accepted by Networkfleet.

"Confidential Information" means any non-public or proprietary information of a party (the "Disclosing Party") which is obtained by the other party (the "Receiving Party") in the course of activity pursuant to this Agreement, including information which is disclosed on an Order Form, or in connection with the provision to, and use by, Customer of Networkfleet products and services, whether such information is disclosed in oral, written, graphic, electronic or any other form. Confidential Information does not include any information that: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party; (b) is independently developed by the Receiving Party; (c) is acquired by the Receiving Party from another source that has the right to disclose such information without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

"Customer Website Pages" means the web pages on the Networkfleet Website which are designated by Networkfleet for use by Customer.

"Devices" means the Networkfleet wireless device or devices identified on an Accepted Order Form.

"Order Form" means an order form provided by Networkfleet to Customer, pursuant to which Customer orders Devices, and/or Networkfleet Services.

"Networkfleet Services" means the services offered hereunder by Networkfleet, from time to time, including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) analysis, delivery and posting of Vehicle information to the Networkfleet Website; (c) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (d) Customer access and usage of Customer Website Pages; (e) Device installation services; but only to the extent such services are identified on an Accepted Order Form; (f) any proprietary data feed or elements thereof or any application programming interfaces (API's) provided by Networkfleet, ("Networkfleet Data Services") but only to the extent such services are identified on an Accepted Order Form; and (g) any professional services provided by Networkfleet as set forth on a Professional Services Addendum attached hereto.

"Networkfleet Website" means the Networkfleet website currently located at www.networkfleet.com.

"Service Partners" means the companies that Networkfleet works with, from time to time, to provide the Networkfleet Services, including, but not limited to, wireless service carriers, installers, website operators, mapping data providers and licensors.

"Vehicle" means an on-road vehicle, off-road vehicle and/or stationary or movable equipment owned or under the control of Customer, which is equipped with a Device.

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE).

Not Applicable

22. LIST OF PARTICIPATING DEALERS (FOR STATE AND LOCAL ORDERS ONLY; FEDERAL ORDERS ARE PROCESSED ONLY BY NETWORKFLEET).

Not Applicable

23. PREVENTIVE MAINTENANCE (IF APPLICABLE).

Not Applicable

- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

Not Applicable

- 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/.

Not Applicable

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER.

85-842-6260

26. Notification regarding registration in Central Contractor Registration (CCR) database.

CAGE CODE # 3F8C9, updated CCR registration

GSA TERMS AND CONDITIONS for GS-07F-5559R
Networkfleet, Inc.

GSA PRICE LIST

SIN	Manufacturer	Part Number	Product Description	GSA Price	Warranty	COO
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HARDWARE

426-4Q	Networkfleet	5200N	Networkfleet GPS Only Unit	\$ 80.00	see T&Cs	US
426-4Q	Networkfleet	5500N	Networkfleet GPS and Diagnostics Unit	\$ 80.00	see T&Cs	US
426-4Q	Networkfleet	1000N2VD/1000N2ED	Networkfleet Asset Guard BX/PW	\$ 160.00	see T&Cs	US

SERVICES

426-4Q	Networkfleet	3500M12S	Wireless Service for 3500 - monthly fee for 12 month contract	\$ 18.95	see T&Cs	US
426-4Q	Networkfleet	4200M12S	Wireless Service for 4200 - monthly fee for 12 month contract	\$ 17.95	see T&Cs	US
426-4Q	Networkfleet	5200M12S	Networkfleet GPS only monthly monitoring fee (5200)	\$ 17.95	see T&Cs	US
426-4Q	Networkfleet	5500M12S	Networkfleet GPS and Diagnostics monthly monitoring fee (5500)	\$ 18.95	see T&Cs	US
426-4Q	Networkfleet	AGBX	Networkfleet monthly monitoring fee (AssetGuard BX/PW)	\$ 13.95	see T&Cs	US
426-4Q	Networkfleet	CONNECTMS	Garmin CONNECT fee	\$ 5.95	see T&Cs	US
426-4Q	Networkfleet	CUR605MS	60 Second Configurable Update Rate	\$ 4.00	see T&Cs	US
426-4Q	Networkfleet	CUR455MS	45 Second Configurable Update Rate	\$ 6.00	see T&Cs	US
426-4Q	Networkfleet	CUR305MS	30 Second Configurable Update Rate	\$ 8.00	see T&Cs	US
426-4Q	Networkfleet	CUR155MS	15 Second Configurable Update Rate	\$ 12.00	see T&Cs	US

ACCESSORIES

426-4Q	Networkfleet	PARTS043	6 pin Harness	\$ 33.50	see T&Cs	US
426-4Q	Networkfleet	PARTS044	9 Pin Harness w/ square flange	\$ 33.50	see T&Cs	US
426-4Q	Networkfleet	PARTS045	9 Pin Harness w/ D mount	\$ 33.50	see T&Cs	US
426-4Q	Networkfleet	PARTS046	Universal Harness (3 wire)	\$ 9.57	see T&Cs	US
426-4Q	Networkfleet	PARTS047	OBD Harness	\$ 33.50	see T&Cs	US
426-4Q	Networkfleet	PARTS059	Quick Install Harness	\$ 9.57	see T&Cs	US
426-4Q	Networkfleet	PARTS030	Reinstallation Kit	\$ 3.00	see T&Cs	US
426-4Q	Networkfleet	PARTS031	Tamper Resistant Zip Ties (100 per pack)	\$ 50.00	see T&Cs	US
426-4Q	Networkfleet	PARTS040	Window-Mount GPS Antenna Module (5500/5200)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	PARTS041	Sensor Input Harness (5500/5200)	\$ 10.00	see T&Cs	US
426-4Q	Networkfleet	PARTS042	OBD-II Adapter Kit only including Core Connector & 8 Adapters (5500/5200)	\$ 20.00	see T&Cs	US
426-4Q	Networkfleet	PARTS069	OBD Harness Extension	\$ 10.00	see T&Cs	US
426-4Q	Networkfleet	PARTS049	Alternate Power Adaptor (5500/5200)	\$ 20.00	see T&Cs	US
426-4Q	Networkfleet	PARTS053	Garmin FMI 45 Cable with Traffic for CONNECT	\$ 145.95	see T&Cs	US
426-4Q	Networkfleet	PARTS054	Garmin FMI Modified Cable	\$ 55.00	see T&Cs	US
426-4Q	Networkfleet	PARTS057	Pelican Micro Case for 5200 w/ 15' Universal Harness	\$ 74.95	see T&Cs	US
426-4Q	Networkfleet	A-PEM001	PEM Port Expansion Module	\$ 140.00	see T&Cs	US
426-4Q	Networkfleet	PARTS065	Asset Guard BX Replacement Battery (1)	\$ 75.00	see T&Cs	US
426-4Q	Networkfleet	PARTS066	Asset Guard BX Magnet Mount Kit (set of 4)	\$ 75.00	see T&Cs	US
426-4Q	Networkfleet	PARTS062	Driver ID Reader Adapter	\$ 30.00	see T&Cs	US
426-4Q	Networkfleet	PARTS060	Driver ID Reader	\$ 15.00	see T&Cs	US
426-4Q	Networkfleet	PARTS061	Driver ID Key	\$ 3.50	see T&Cs	US
426-4Q	Networkfleet	PARTS070	16-pin Heavy Duty Harness	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	PARTS071	Bluetooth Extension	\$ -	see T&Cs	US
426-4Q	Networkfleet	PARTS087	Driver ID Reader Audible	\$ 15.00	see T&Cs	US
426-4Q	Networkfleet	DATA001	Data Services (Web Services) Setup fee	\$ -	see T&Cs	US
426-4Q	Networkfleet	DATA002	Data Services (Data Connect) Setup fee	\$ -	see T&Cs	US

INSTALLATION

426-4Q	Networkfleet	I-INSTALL-UNIT	Base Installation - Plug/Play or 3 Wire	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-SWAP-UNIT	Device Swap	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-TRANSFER-UNIT	Device Transfer	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-TROUBLESHOOT-UNIT	Troubleshoot	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-FMI	Add-On to Base Installation (Garmin)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-SENSOR	Add-On to Base Installation (Sensor)	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-AG	Asset Guard Installation (BX/PW)	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-DID	Add-On to Base Installation (Driver ID or Audible Driver ID)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-BTE	Add-On to Base Installation (Bluetooth)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	TRAINING-HALF	1/2 Day Installation Training	\$ 150.00	see T&Cs	US
426-4Q	Networkfleet	TRAINING-FULL	Full Day Installation Training	\$ 300.00	see T&Cs	US