



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 9, 2014

**Prepared By/Phone Number:** Lori Clyde/4-4205

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Contract Award for FleetFocus Fleet Information Management System to AssetWorks LLC.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

TNR recommends awarding a contract to AssetWorks LLC for the purchase and maintenance of FleetFocus fleet information management system. This system is being purchased through GSA Contract No. 35F-4731G.

On April 2, 2013, the Commissioners Court approved the purchase of FleetFocus to replace the existing H.T.E. fleet work order module. FleetFocus is a fleet information management system provided by AssetWorks. Of the systems evaluated, AssetWorks was found to better meet needs of the County's fleet operation. This dedicated fleet information management system is ready out of the box and requires minimal customization. The implementation of a dedicated fleet information management system will allow for a more efficient work order processing maximizing mechanic productivity and streamlined management reporting to protect this significant asset investment.

The solution's primary user would be the County's Fleet Services which is a division within TNR. The County has approximately 1,800 pieces of vehicles, heavy equipment, trailers, mowers, etc. that are tracked in the current H.T.E. work order system. The system will be used to maintain the fleet inventory, department assignments, repair history, work order information and provide critical management reports. It will interface with SAP purchasing module to share real-time information between

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

both systems. Additionally, it will be integrated with the County's fuel management system. The recommended product is a web-based software system that will be hosted by Travis County ITS.

➤ **Contract-Related Information:**

Award Amount: \$237,085.00

Contract Type: Software Purchase and Maintenance

Contract Period: September 9, 2014 – September 8, 2015

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments: GSA Contract 35F-4731G

➤ **Funding Information:**

SAP Funds Reservation #: 300001285

Funding Account(s):

Comments:



**TRANSPORTATION AND NATURAL RESOURCES**  
**STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE**

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700 Lavaca, 5<sup>th</sup> Floor  
Travis County Administration Building  
P. O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4697

September 2, 2014

**MEMORANDUM**

**TO:** Cyd Grimes, County Purchasing Agent

**FROM:** Steven M. Manilla, P.E., County Executive

**SUBJECT:** Contract Request – GSA Contract #35F-4731G  
**Fleet Information Management System**

TNR recommends award to AssetWorks using the above referenced GSA contract for the County's new fleet information management system totaling \$237,085. The budgeted cost center is 1490350000, Fund 4072, Commitment Item 520210. The funds have been reserved on funds reservation 300001285.

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time information between both systems. Additionally, it will be integrated with the County's fuel management system. The recommended product is a web-based software system that will be hosted by Travis County ITS.

If you need additional information, please contact Sydnia Crosbie at (512) 854-7682.

SC:SMM:sc  
Contract File

Purchasing Agreement with AssetWorks LLC (fka AssetWorks, Inc.) and Travis County, Texas

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This Agreement ("Agreement") is between Travis County, a political subdivision of the State of Texas ("Travis County" or "County") and AssetWorks LLC (formerly known as Assetworks, Inc.) a Delaware limited liability Company authorized to do and doing business in the State of Texas ("Vendor" or "Contractor").

Travis County is acquiring a license, professional services and maintenance services for AssetWorks software products (the "Products and Services") identified on Vendor's price quotation of 06/24/2014 (the "Quotation"). Vendor is selling the Products and Services to the County under the terms of the U.S. General Services Administration contract number GS-35F-4731G (the "GSA Contract"). Vendor has the necessary ability, expertise, and experience to provide the Products and Services.

In consideration of the mutual covenants set forth here and for other good and valuable consideration, the parties agree as follows:

**SECTION 1: ACKNOWLEDGEMENTS OF PARTIES**

1.1 County and Vendor agree that the terms and conditions of the GSA Contract and all addenda, amendments and modifications to it, govern County's purchase of the Products and Services, and the parties have agreed to enter into this Agreement directly in order to supplement the GSA Contract terms and conditions for the purpose of clarifying the Project scope and components and to provide County with additional contractual rights and remedies. The attachments enumerated below are a part of this Agreement and constitute promised performances by Vendor:

1.2 This Agreement incorporates the following attachments:

- 1.2.1 SOW ("Attachment A")
- 1.2.1 Quotation ("Attachment B");
- 1.2.2 AssetWorks Standard Professional Services Agreement ("Attachment C")
- 1.2.3 AssetWorks Software License Agreement ("Attachment D")
- 1.2.4 AssetWorks Software Maintenance Agreement ("Attachment E")
- 1.2.3 Ethics Affidavit ("Attachment F")

1.3 In the event of inconsistency between the documents composing this Agreement or in the GSA Contract, the inconsistency will be resolved by giving precedence in the following descending order:

- (i) GSA Contract
- (ii) Agreement, excluding its incorporated attachments
- (iii) Attachment A
- (iv) Attachment B
- (v) Attachment F
- (vi) Attachments C, D, and E

## **SECTION 2: EMPLOYMENT OF VENDOR**

2.1 Vendor is an independent contractor. Neither Vendor nor any employees of Vendor claim to be employees of Travis County, nor do they claim any benefits from Travis County other than the payments that this Agreement sets forth. Vendor will provide the Products and Services described here only as an independent contractor.

## **SECTION 3: SCOPE**

3.1 Vendor's basic services will consist of all elements of work, materials, equipment and preparation required to provide the Products and Services in accordance with applicable federal and Texas law, and in a satisfactory manner as determined by TNR. Vendor will provide the Products and Services described in the Quotation.

3.2 At no time during the term of this Agreement will Vendor perform any of the following:

3.2.1 activities that could compromise the security of Travis County's data and applications; or

3.2.2 activities that could compromise the quantity or quality of work performed under this Agreement.

3.3 Vendor will provide such assistance as County may request regarding recommended maintenance, operation and repair of hardware, software, firmware and any other equipment as necessary to ensure the Services are not unreasonably delayed or incapable of being performed as required under this Agreement.

3.4 Intentionally omitted.

3.5 Vendor will acquire and maintain a complete working knowledge of the subject matter with which this Agreement is concerned and any other knowledge or expertise required to adequately perform the Services.

3.6 Vendor will comply with all applicable federal, state, and local laws rules and regulations while performing the Services and will acquire and maintain any necessary certifications and licenses to perform the Services, at Vendor's sole expense.

#### **SECTION 4: COUNTY RESPONSIBILITY**

4.1 Travis County Transportation and Natural Resources ("TNR") department head or his designated representative, is the County's representative for purposes of administering this Agreement and will provide Vendor with any documents, reports, studies, analysis, statistics, data or other information in County's possession pertinent to or reasonably necessary for Vendor's performance under this Agreement.

#### **SECTION 5: COMPENSATION**

5.1 As compensation for Vendor's performance under this Agreement, Travis County will pay Vendor the sum indicated in Attachment B. Vendor will submit to the Travis County Auditor an invoice detailing the Products provided. Vendor will not, however, submit invoices until County has accepted the Products and Services invoiced, as such term is defined below. County will pay Vendor within thirty (30) days of the receipt of an acceptable invoice by the Travis County Auditor. At minimum invoices will include: (i) name, address, and telephone number of Vendor and similar information in the event payment is to be made to a different address; (ii) County Contract, Purchase Order, or Delivery Order number; (iii) identification of the Services as outlined in this Agreement; and (iv) any additional payment information that may be called for by this Agreement. Accrual and payment of interest on overdue payments will be governed by Tex. Gov't Code, ch. 2251.

5.2 Vendor will not release any Products or perform any Services until a purchase order number is assigned by the designated representative of the County Purchasing Office. Vendor will reference contract and purchase order on all invoices submitted to the Travis County Auditor. Upon issuance of a purchase order, the contract administrator will call the Vendor with the items needed to be supplied. Vendor must provide written assurance to County of timely delivery of ordered products, and will respond by supplying the items at the time required. Failure to act in this manner may result in termination of this contract.

5.3 Vendor is an independent contractor and Travis County will not pay Vendor any customary Travis County employment benefits, including, but not limited to taxes, worker's compensation, health or retirement benefits, sick leave or vacation and holiday.

5.4 Vendor is responsible for reporting all federal, state, and city tax liabilities, social security obligations, and any other taxable matters associated with the Services and compensation rendered under this Agreement and will be solely obligated to pay any and all taxes related to income paid to Vendor.



P.O. Box 1748  
Austin, TX 78767

Vendor: John Hines III  
President  
AssetWorks LLC  
998 Old Eagle School Rd. - Suite 1215  
Wayne, PA 19087

The parties may change their respective addresses for notice by delivery of a notice complying with the requirements of this section.

8.2 VENUE: The obligations and undertakings of the parties to this Agreement will be performable in Travis County, Texas, and this Agreement will be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

8.3 ASSIGNMENT: The parties will not assign any of the rights or obligation under this agreement without the prior written consent of the other party. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF TRAVIS COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS AGREEMENT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT. The terms, provisions, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to it if the assignment or transfer is made in compliance with this Agreement's provisions.

8.4 TAXES: In the event any property taxes on any property owned by the Vendor located in Travis County, Texas, are overdue and delinquent, then the overdue and delinquent amount will be withheld from any compensation due the Vendor and paid to the appropriate taxing jurisdiction. Vendor assigns any payments due under this Agreement to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

8.5 W-9: Vendor will provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations and a statement of entity status in a form satisfactory to the Auditor before any Agreement funds are payable.

8.6 FORFEITURE OF CONTRACT:

8.6.1 If Vendor has done business with a Key Contracting Person, listed in Attachment 1 to Attachment F during the 365-day period immediately prior to the date of execution of this Agreement by Vendor or does business with any such Key Contracting Person at any time after the date of execution of this Agreement by Vendor and prior to full performance of this

Agreement, Vendor will forfeit all benefits of this Agreement, and County will retain all benefits of and performance under this Agreement and recover all consideration, or the value of all consideration, paid to Vendor pursuant to this Agreement; provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy. Vendor has submitted the names of any Key Contracting Persons with whom Vendor has done business during the 365-day period immediately preceding the execution of this Agreement for the Court's contemporaneous consideration with this Agreement.

8.6.2 "Has done business" and "does business" mean:

8.6.2.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,

8.6.2.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

but does not include

8.6.2.3 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

8.6.2.4 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Vendor in the ordinary course of its business; and

8.6.2.5 a transaction for a financial service or insurance coverage made on behalf of Vendor if Vendor is a national or multinational corporation by an agent, employee or other representative of Vendor who does not know and is not in a position that he or she should have known about this Agreement.

8.9 NON-WAIVER AND RESERVATION OF RIGHTS: No payment, act or omission by either party may constitute or be construed as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement will not be construed as a waiver of that right or privilege. All rights of either party under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or right of either party under it. Any right or remedy stated in this Agreement will not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

## 8.10 PROPRIETARY INFORMATION:

8.10.1 Vendor and County will take all reasonable steps necessary to ensure that all goods, supplies, or equipment (or any portion of them) provided under this Agreement, whether on magnetic tape, disk, memory or in any other form, are not made available by Vendor or County, or any of their employees, agents or representatives, to any organizations or individuals not authorized under this Agreement to make use of them. In particular, Vendor and County recognize that the goods, supplies or equipment provided in this Agreement may contain information of a proprietary or confidential nature that is subject to protection under applicable patent, copyright, trade secret, trademark or other intellectual property laws (the "Proprietary Information") and agree as follows:

8.10.1.1 To use Proprietary Information solely at the sites or locations specified or authorized under this Agreement;

8.10.1.2 Not to copy or duplicate Proprietary Information, or any component of it, by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of the other party;

8.10.1.3 To instruct their employees, agents and representatives having access to Proprietary Information not to copy or duplicate such information or provide the same to any third party or unauthorized individual;

8.10.1.4 To implement and enforce security measures to safeguard Proprietary Information from theft or access by unauthorized persons;

8.10.1.5 To reproduce the copyright notice and other proprietary or identifying markings on all materials related to or part of the Proprietary Information on which such copyright notice or other proprietary or identifying markings are displayed, including any copies made pursuant to this Agreement.

8.10.2 Any modification or enhancements to the Proprietary Information, or any other materials related to the Proprietary Information, provided by Vendor to County or by County to Vendor, or otherwise developed or implemented, will be subject to all conditions and restrictions contained in this Agreement.

8.10.3 Vendor will not use, and will not allow anyone else under its control to use, personally identifiable or private information collected by Vendor for any purpose or to provide it to any third party unless: (i) Travis County Internet Technology Services ("ITS") has given clear prior notice of the possibility of such other use; (ii) ITS affirmatively consents to such use; and (iii) County agrees to such other use.

8.10.4 Each party further acknowledges that the Proprietary Information may be owned, controlled, or licensed by the other party, and agrees to use such information solely for the purpose of performing its obligations under this Agreement, subject to Travis County's legal obligations to comply with the requirements with The Texas Public Information Act ("TPIA") and decisions, opinions, and letter rulings related to it.

8.11 SEVERABILITY: If any clause, sentence, provision, paragraph, or article of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or ineffective in any respect, the remainder Agreement will remain valid and binding.

8.12 MEDIATION: When mediation is mutually acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation will remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code, unless both parties agree in writing to waive the confidentiality.

8.13 DISPUTES AND APPEALS: The Travis County Purchasing Agent acts as the County representative in issuing and administering this Agreement. Any document, notice, or correspondence not issued by or to the Purchasing Agent is null and void, unless otherwise stated in this Agreement. If Vendor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Vendor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Vendor's satisfaction, Vendor may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Vendor then has the right to be heard by Commissioners Court.

8.14 FUNDING OUT: Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Travis County Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement after giving Vendor thirty (30) calendar days written notice that this Agreement is terminated due to the failure to fund it.

8.15 CERTIFICATION OF ELIGIBILITY: Vendor certifies that at the time of executing this Agreement, Vendor is not on the Federal Government's list of suspended, ineligible, or debarred contractors. If Vendor is placed on the list during the term of this Agreement, Vendor will notify the Purchasing Agent. False certification or failure to notify may result in termination of this Agreement for default.

8.16 AMENDMENT. Only written instruments signed by both Travis County and Vendor may amend this agreement. **VENDOR ACKNOWLEDGES THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO AMEND OR ALTER THE TERMS OF THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.**

8.17 ENTIRETY OF AGREEMENT: This Agreement and its attachments sets forth the sole, entire, and integrated Agreement between Travis County and Vendor with respect to the subject matter of this Agreement, and supersedes all prior negotiations, representations, or agreements either oral or written.

The parties have executed this Agreement effective as of the later date set forth below (the "Effective Date").

ASSETWORKS LLC (fka ASSETWORKS, INC.)

TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
John H. Hines III  
President

\_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_

\_\_\_\_\_

Approved as to form

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Date

Availability of funds confirmed

\_\_\_\_\_  
Nicki Riley, Travis County Auditor

\_\_\_\_\_  
Date

Compliance with law and policy confirmed and approved

\_\_\_\_\_  
Cyd V. Grimes, Travis County Purchasing Agent

\_\_\_\_\_  
Date

**Attachment A**  
Statement of Work

## **Attachment B**

Quotation

# Attachment C

## ASSETWORKS STANDARD PROFESSIONAL SERVICES AGREEMENT

### 1. SERVICES.

This Agreement shall apply each time Customer engages AssetWorks to provide services. All services provided will be described in an AssetWorks' quotation or a mutually agreed upon "**Statement of Work**" ("**SOW**") as applicable (hereinafter referred to as "**Services**"), if attached. Initial SOW is the attached PO.

### 2. TERMS

#### 2.1 Requests for Service; Quotes and Orders.

Customer shall sign and return this agreement for the initial order for Services. All subsequent orders for Services must specify AssetWorks' quotation (if any), and reference the Service(s) requested and invoice address. All orders are subject to acceptance by AssetWorks.

**2.2 Prices.** The prices charged for Services purchased under this Agreement will be AssetWorks' then current charges for such services in each AssetWorks region or as quoted by AssetWorks. If the Services are being performed on a time and materials basis, any estimates provided by AssetWorks are for planning purposes only.

**2.3 Additional Fees; Taxes.** Prices are exclusive of all country, provincial, state and local sales, use, value added, excise, privilege, franchise and similar taxes. Taxes imposed on AssetWorks (other than taxes related to AssetWorks' income) in connection with the Services purchased under this Agreement will be paid by Customer and will appear as separate items on AssetWorks' invoices.

**2.4 Invoicing and Payment.** Customer's payment terms will be net thirty (30) days from the date of invoice.

**2.5 Term.** This Agreement will begin on the effective date stated above and will continue until terminated in accordance with its terms. Each SOW will continue for the term stated therein, unless otherwise terminated pursuant to this Agreement.

**2.6 Termination.** Either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other. Termination of the Agreement will not terminate any outstanding SOWs and the terms of this Agreement will survive such termination to the extent that such terms are incorporated into any outstanding SOWs. Either party may terminate an individual SOW if the other party commits a material breach of such an

agreement and the breach is not cured within thirty (30) days of receipt of written notice from the injured party. Termination of one or more SOW will not terminate this Agreement. 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 or by implication are intended to survive termination.

### 3. PROPRIETARY RIGHTS

AssetWorks 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 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.

### 4. EXPORT; REGULATORY REQUIREMENTS

Customer acknowledges that the Services sold under this Agreement, which may include technology and software, are subject to the customs and export control laws and regulations of the United States ("U.S.") and may also be subject to the customs and export laws and regulations of the country in which the Services are rendered and/or received. Customer agrees to abide by those laws and regulations. Customer further represents that any software provided by Customer and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide AssetWorks with all of the information needed for AssetWorks to obtain export licenses from the United States government and to provide AssetWorks with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. AssetWorks may also require export certifications from Customer for

Customer provided software. AssetWorks' acceptance of any order for Services is contingent upon the issuance of any applicable export license required by the United States Government; AssetWorks is not liable for delays or failure to deliver Services or a product resulting from Customer's failure to obtain such license or to provide such certification.

## **5. CUSTOMER RESPONSIBILITIES**

It is the Customer's responsibility to backup data on Customer's system. AssetWorks WILL NOT BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO DATA OR LOSS OF USE OF ANY COMPUTER OR NETWORK SYSTEMS. Customer acknowledges that AssetWorks' performance and delivery of the Services are contingent upon: (i) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information and (ii) Customer's timely decision-making, notification of relevant issues or information and granting of approvals and/or permission. Customer will promptly obtain and provide to AssetWorks any required licenses, approvals or consents necessary for AssetWorks' performance of the Services. Information disclosed by Customer pursuant to a separate Nondisclosure Agreement ("NDA") signed by both parties will be protected under the terms of the NDA. Customer acknowledges that any information or data disclosed or sent to AssetWorks that is not protected under a separate NDA is not confidential or proprietary to Customer.

## **6. LIMITED WARRANTY & LIMITATION OF LIABILITY**

**6.1 Limited Warranty.** ASSETWORKS WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, ASSETWORKS MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS OR THIRD PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION ASSETWORKS MAY MAKE; AND, ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY

RECOMMENDATION ASSETWORKS MAY PROVIDE.

**6.2 Limitation of Liability.** NEITHER CUSTOMER, ASSETWORKS NOR ASSETWORKS'S SUBCONTRACTORS WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY ASSETWORKS EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ASSETWORKS SHALL NOT HAVE LIABILITY FOR (I) LOSS OF INCOME, PROFIT, OR SAVINGS, WHETHER DIRECT OR INDIRECT, (II) LOST OR CORRUPTED DATA OR SOFTWARE, OR (III) PRODUCTS NOT BEING AVAILABLE FOR USE. EXCEPT FOR CLAIMS THAT THE SERVICES (EXCLUDING THIRD PARTY PRODUCTS) CAUSED BODILY INJURY (INCLUDING DEATH) DUE TO ASSETWORKS'S NEGLIGENCE OR WILLFUL MISCONDUCT, ASSETWORKS'S TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY SERVICES PURCHASED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE MONTH PERIOD.

## **7. INDEMNIFICATION**

CUSTOMER accepts responsibility for, and agrees to indemnify and hold AssetWorks harmless from, any and all liability, damages, claims or proceedings arising out of (i) the failure of CUSTOMER to obtain the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals required to support any SOW or AssetWorks' performance of the Services, or (ii) any inaccurate representations regarding the existence of an export license.

## **8. MISCELLANEOUS ITEMS**

**8.1 Assignment; Subcontracting.** Unless otherwise provided in the SOW, CUSTOMER may not assign this Agreement without the prior written consent of AssetWorks. AssetWorks has the right to hire subcontractors to perform the Services provided that AssetWorks shall remain responsible for the performance of Services under this Agreement, or to assign Services to its affiliates.

**8.2 Entire Agreement; Severability.** This Agreement (with attachments) is the entire agreement between AssetWorks and CUSTOMER with respect to its subject matter and supersedes all prior oral and written understandings, communications or agreements between AssetWorks and CUSTOMER. No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is

in writing and executed by authorized representatives of both parties. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.

**8.3 Independent Contractor.** The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement.

**8.4 Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

**8.5 Dispute Resolution.** The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute. If the dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the

negotiation process or diminish the respective rights of the parties to pursue any and all remedies available in law and/or equity at any time.

**8.6 Notices.** To give notice under this Agreement, the notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, facsimile telecommunication or electronic mail to the address which appears below each party's signature below or to such other address as any party shall specify by notice in writing to the other party and will be effective upon receipt.

**8.7 Section Headings.** The section headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**8.8 Governing Law, Jurisdiction and Language.** The laws of the State of Texas will govern this Agreement.

**8.9 Limitation Period.** Neither party may institute any action in any form arising out of this Agreement more than two (2) years after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of last payment.

**8.10 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

## **Attachment D**

### **ASSETWORKS SOFTWARE LICENSE AGREEMENT**

This License Agreement applies to all software provided to Customer by AssetWorks Inc. a Delaware corporation ("AssetWorks") including software owned by AssetWorks and software owned by other parties that is embedded in software owned by AssetWorks or that is included in hardware provided by AssetWorks.

**1. LICENSE.** AssetWorks grants to Customer a non-exclusive, perpetual non-transferable license to make use of the software specified in the attached Schedule (herein "Software") on the Customer's database servers, and application servers and/or web servers (referred to as the "Enterprise").

Customer shall have the right to use only one copy or image of the Software for production purposes to the limits set forth in the Schedule. Customer may increase those limits by executing a subsequent quotation or Schedule and paying in full the applicable fees. Upon signing the subsequent quotation or additional Schedule and paying in full the applicable fees, Customer shall have the right to the limits of the original Schedule and all subsequent Schedule(s).

Customer may make one copy of the Software for backup purposes. The backup copy must contain the complete program name, copyright and trademark notices. Backup copies are for Customer use only and cannot be assigned or transferred to another person or used on another computer.

**2. RESTRICTIONS.** Customer cannot sell, rent, lease, loan, transfer, distribute, copy electronically, or transfer any copy or part of this software without prior written consent of AssetWorks and the payment of additional license fees. Customer cannot modify, translate, disassemble, decompile, or create derivative works of the software or any copy in whole or in part.

### **3. INTELLECTUAL PROPERTY.**

Customer acknowledges and agrees that the Software consists of proprietary source code developed and owned by AssetWorks ("AssetWorks Software"). It may also include contributions made by third parties whose source code ("Third Party

Software) is incorporated into and made a part of the Software.

The current list of Third Party Software, if any, is listed in electronic documentation available upon request. Customer acknowledges and agrees that future updates, enhancements and upgrades to the Software may include additional Third Party Software, which will be identified in the revised documentation furnished to Customer with such updates, enhancements and upgrades to the Software. Customer agrees to be bound by the terms and conditions, if any, imposed by the developer/owner of each component of the Third Party Software, which may be found at web site(s) listed in the documentation, as amended from time to time.

Customer agrees that AssetWorks is the owner of all right, title and interest in all AssetWorks Software, including (i) any Source Code, Object Code, enhancements and modifications; (ii) all files, including input and output materials pertaining to the AssetWorks Software; (iii) all documentation related to the AssetWorks Software; (iv) all media upon which any such computer programs, files and documentation are located (including tapes, disks and other storage media); and (v) all related material that is furnished by AssetWorks.

Customer agrees that, notwithstanding inclusion of Third Party Software in the Software, neither the AssetWorks Software nor the Software shall enter the public domain by reason of the terms and conditions of this Agreement or the inclusion of Third Party Software in the Software, and Customer shall do nothing to cause any infringement of AssetWorks' proprietary rights or to cause the AssetWorks Software or the Software to enter the public domain.

Customer agrees that it will not remove or alter any legends, trademarks, trade names, service marks, copyrights, logos, markings or other brand designations of the AssetWorks Software, the Third Party Software or the Software.

Neither Party grants to the other Party under this Agreement any actual or implied license to use its trademarks, trade names, service marks, copyrights, logos, markings or other brand designations.

**4. FEES AND PAYMENT.** All fees for Software set forth in the Schedule are payable by Customer within thirty (30) days of receipt of invoice.

**5. NO OTHER RIGHTS.** Except as stated herein, this Agreement does not grant Customer any rights to patents, copyrights, trade secrets, trade names, trademarks, (whether registered or unregistered), or any other rights or franchises in respect to the software and its documentation.

**6. TERM.** This license is effective upon the date it is first fully executed by both parties and continue until terminated. Customer can terminate it at any time by destroying the software including all media and documentation and erasing any copies residing on Customer system. Or, AssetWorks can terminate this License immediately for nonpayment of license fees or if Customer fail to comply with the terms and conditions of this Agreement.

**7. TRANSFER.** Customer cannot transfer, sublicense, or assign the license or the software except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign or transfer any of the rights, duties, or obligations hereunder is void and will terminate Customer license.

**8. WARRANTY DISCLAIMER/LIMITED WARRANTY.** ASSETWORKS WARRANTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF DELIVERY THE SOFTWARE WILL CONFORM TO THE DOCUMENTATION PUBLISHED OR PROVIDED BY ASSETWORKS. EXCEPT AS PROVIDED IN THE FOREGOING SENTENCE, THIS SOFTWARE IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE USE, PERFORMANCE AND RESULTS OF USING THE SOFTWARE AND ITS DOCUMENTATION IS WITH CUSTOMER.

**9. LIMITATION OF LIABILITY.** 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 Schedule that is the subject of the claim provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.

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.

**10. ENTIRE AGREEMENT.** Customer further agree that it is the complete and exclusive statement of the Agreement between us which supersedes any proposal or prior agreement, oral, or written, and any other communications between us relating to the subject matter of this Agreement.

**11. THIRD PARTY SOFTWARE.** Any third party software is provided subject to the terms and conditions of license of such third party. The additional terms and conditions that apply to such third party software may be included in printed materials delivered by AssetWorks or available online or through electronic documentation delivered by AssetWorks.

**12. GENERAL.** This Agreement will be governed by the laws of the state of Texas. If any provisions of this Agreement shall be held by any court of competent jurisdiction to be contrary to the law, the provisions will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect. Neither party will assign or transfer its interest in this Agreement without the prior written consent of the other party.

**13. EXPORT.** Customer must comply fully with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Software, nor any direct products thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

**14. ADDITIONAL PROVISIONS.** No other party or company may make any warranty, either express or implied, regarding the software, its merchantability or its fitness for any particular purpose.

**15. Notices Addresses:**

**AssetWorks Inc.**

998 Old Eagle School Rd. - Suite 1215

Wayne, PA 19087

Attn.: John Hines

Division President

# Attachment E

## ASSETWORKS SOFTWARE MAINTENANCE AGREEMENT

1. TERM. Maintenance shall commence on the date first fully executed by both parties and shall have a term of twelve (12) months. The term shall automatically renew each year thereafter for an additional twelve (12) month period unless terminated as set forth below.
2. CORRECTION OF DEVIATIONS. In the event that the Customer encounters an error and/or malfunction ("Deviation") in the Software, Customer shall communicate the circumstances and any supporting information to AssetWorks. Upon receipt, AssetWorks will respond as follows:
  - a. In the event that there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the Customer in accordance with AssetWorks' normal Software revision schedule.
  - b. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation and promptly correct the Deviation or provide a commercially reasonable work around.
3. SOFTWARE REVISIONS AND NEW VERSIONS.
  - a. The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:
    - i. Revisions that the Customer is obliged to implement ( "Mandatory Revisions");
    - ii. Revisions that may be implemented by the Customer at its option ("Optional Revisions").
    - iii. No charge shall be made to the Customer for either Mandatory Revisions or Optional Revisions.
  - b. New versions ("New Versions") of the Software may be issued by AssetWorks from time to time. Compared to a Revision, a New Version substantially improves the performance of the Software and/or substantially increases its functionality and capability. Customer, in its sole discretion, may elect to purchase any New Versions.
4. TELEPHONE HOTLINE ASSISTANCE. AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests from Customer, Monday through Friday, excluding holidays, during normal business hours, relating to the application and operation of the Software. At other times such personnel of AssetWorks are available by beeper for emergencies.
5. TECHNICAL LITERATURE. AssetWorks shall make available electronically to the Customer technical literature that is considered by AssetWorks to be relevant to the Software.
6. TRANSMISSION. All Revisions and New Versions will be available for download or transmitted to the Customer electronically as mutual agreed. The Customer shall be solely responsible executing the appropriate instructions in order to transfer the Revisions or New Versions onto to its system.
7. REMOTE DIAGNOSTIC ACCESS. The Customer shall provide appropriate remote access where AssetWorks may, with the permission of the Customer, use for the purpose of remote diagnostics and support of the Software.
8. PROPER USE
  - a. The Customer agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.
  - b. In the event that the Customer or its agents misuses the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software. AssetWorks is not obligated to correct such misuse, however, as mutually agreed, AssetWorks may attempt to correct the situation, if possible, at Customer's expense.

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

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

10. ADDITIONAL SOFTWARE MAINTENANCE FEE. In the event the Customer acquires additional software to that indicated in the attached PO from AssetWorks (the "Additional Software"), the Maintenance set forth herein shall be extended to cover the Additional Software, and the Customer shall pay an additional annual Maintenance fee in an amount equal to twenty percent (20%) of the then current license fee for the Additional Software starting with the next renewal date unless otherwise agreed by the parties in writing.

11. OTHER FEES AND EXPENSES. If onsite maintenance is required, AssetWorks will provide a quotation an estimate of fees and expenses; if quotation is approved by Customer, Customer will pay reasonable travel and living expenses of AssetWorks' employees or agents, which shall be billed and paid as the expenses are incurred.

#### 12. PAYMENT TERMS

a. Annual payments for Maintenance will be due in advance of the commencement of the initial one-year term of the Maintenance and each anniversary thereafter. Invoices are due thirty (30) days after date of the invoice.

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

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

#### 13. DEFAULT AND TERMINATION

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

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

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

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

#### 14. LIMITATION OF LIABILITY

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

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

#### 15. GENERAL TERMS

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

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

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

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

e. This Agreement, including its interpretation and enforcement, will be governed by the substantive laws of the laws of the state of Texas excluding its conflict of laws rules.

g. In the event of any dispute arising in the performance of this Agreement, AssetWorks and the Customer will seek to resolve such dispute through good faith, amicable discussions and negotiations. Any specific agreed upon problem escalation procedure will be stated in the related Attachment. In the event of a conflict between the terms of an Attachment and this Agreement, the Attachment shall control unless otherwise provided in the Attachment. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

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

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

**Attachment F  
Ethics Affidavit**

STATE OF TEXAS }  
COUNTY OF TRAVIS }

Date: \_\_\_\_\_

Name of Affiant: \_\_\_\_\_

Title of Affiant: \_\_\_\_\_

Business Name of Contractor: \_\_\_\_\_

County of Contractor: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Attachment 1 with whom Contractor is doing business or has done business during the 365 day period immediately before the date of this affidavit.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_ on \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of notary  
My commission expires: \_\_\_\_\_

**ATTACHMENT 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**July 21, 2014**

**CURRENT**

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge ...	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe	
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velasquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	David Salazar	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis	Seton Hospital
Executive Assistant .....	Deone Wilhite	
Executive Assistant .....	Felicitas Chavez	
Executive Assistant .....	Sue Spears	
Commissioner, Precinct 2 .....	Bruce Todd	
Commissioner, Precinct 2 (Spouse) .....	Elizabeth Christian	Consultant
Executive Assistant .....	Sara Krause*	
Executive Assistant .....	Joe Hon	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3 .....	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse) .....	Charyl Daugherty	Consultant
Executive Assistant .....	Bob Moore*	
Executive Assistant .....	Martin Zamzow*	
Executive Assistant .....	Madison A. Gessner*	
Commissioner, Precinct 4 .....	Margaret Gomez	
Executive Assistant .....	Edith Moreida	
Executive Assistant .....	Norma Guerra	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Nicki Riley	
County Executive, Administrative .....	Vacant	
Interim County Executive, Planning & Budget .....	Leroy Nellis*	
County Executive, Emergency Services .....	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety .....	Roger Jefferies	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Chief Information Officer .....	Tanya Acevedo	
Director, Records Mgmt & Communications .....	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, County Attorney .....	James Collins	
Director, Land Use Division .....	Tom Nuckols	
Attorney, Land Use Division .....	Julie Joe	
Attorney, Land Use Division .....	Christopher Gilmore	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division .....	Daniel Bradford	
Attorney, Transactions Division .....	Elizabeth Winn	
Attorney, Transactions Division .....	Mary Etta Gerhardt	
Attorney, Transactions Division .....	Barbara Wilson	
Attorney, Transactions Division .....	Jennifer Kraber*	
Attorney, Transactions Division .....	Tenley Aldredge	

Director, Health Services Division ..... Beth Devery  
 Attorney, Health Services Division ..... Prema Gregerson  
 Purchasing Agent ..... Cyd Grimes, C.P.M., CPPO  
 Assistant Purchasing Agent ..... Elaine Casas, J.D.\*  
 Assistant Purchasing Agent ..... Marvin Brice, CPPB  
 Assistant Purchasing Agent ..... Bonnie Floyd, CPPO, CPPB  
 Purchasing Agent Assistant IV ..... CW Bruner, CTP, CPPB  
 Purchasing Agent Assistant IV ..... Lee Perry  
 Purchasing Agent Assistant IV ..... Jason Walker  
 Purchasing Agent Assistant IV ..... Richard Villareal  
 Purchasing Agent Assistant IV ..... Patrick Strittmatter, CPPB  
 Purchasing Agent Assistant IV ..... Lori Clyde, CPPO, CPPB, CTPE  
 Purchasing Agent Assistant IV ..... Scott Wilson, CPPB  
 Purchasing Agent Assistant IV ..... Jorge Talavera, CPPO, CPPB  
 Purchasing Agent Assistant IV ..... Loren Breland, CPPB  
 Purchasing Agent Assistant IV ..... John E. Pena, CTPM, CPPB  
 Purchasing Agent Assistant IV ..... Angel Gomez  
 Purchasing Agent Assistant IV ..... Jesse Herrera, CPPB, CTPM, CTCM, CTP  
 Purchasing Agent Assistant III ..... Shannon Pleasant, CTPM  
 Purchasing Agent Assistant III ..... David Walch  
 Purchasing Agent Assistant III ..... Michael Long, CPPB  
 Purchasing Agent Assistant III ..... Sydney Ceder  
 Purchasing Agent Assistant III ..... Ruena Victorino  
 Purchasing Agent Assistant III ..... Rachel Fishback  
 Purchasing Agent Assistant II ..... L. Wade Laursen  
 Purchasing Agent Assistant II ..... Sam Francis  
 HUB Coordinator ..... Sylvia Lopez  
 HUB Specialist ..... Betty Chapa  
 HUB Specialist ..... Jerome Guerrero  
 Purchasing Business Analyst ..... Scott Worthington  
 Purchasing Business Analyst ..... Rosalinda Garcia

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Business Analyst .....	Jennifer Francis .....	11/29/14
Executive Assistant .....	Barbara Smith .....	01/15/15
Attorney, Transactions Division .....	Jim Connolly .....	02/28/15
County Executive, Planning & Budget .....	Leslie Browder ...	03/31/15

\* - Identifies employees who have been in that position less than a year.

Contractor acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the date of this Agreement with the following key contracting persons and warrants that these are the only such key contracting persons:

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If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business during the 365 day period immediately prior to the date on which this proposal is due with any key contracting person.