

CONTRACT



Vendor ID 0000311402
Interfleet Inc.
1685 H Street
Blaine WA 98230
United States

Contract ID 0000000000000000000025874	Page 1 of 13
Contract Dates 12/10/2013 to 12/10/2016	Origin CPS
Description: CPS-AUTO VEHICLE LOCATION SYS	Contract Maximum \$9,999,990.00
Buyer Name Smith,Steven D	Buyer Phone 828-4681
Contract Status Approved	

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		AUTOMATIC VEHICLE LOCATION SYSTEM (AVL) WT 9000 GPS/AVL HARDWARE, INSTALLATION AND ACTIVATION	EA	705.00000	0.00	0.00
WT 9000 LOCATORS ARE SUPPLIED WITH HSPA MODEMS AND INCLUDE ALL ACCESSORIES, INSTALLATION AND ACTIVATION FEE.						
2		WT 9000 WEBTECH MAINTENANCE FEES:	EA	0.01000	0.00	0.00
INTERFLEET 10 SECOND REPORTING: \$32.00 INTERFLEET 30 SECOND REPORTING: \$28.00 INTERFLEET 1 MINUTE REPORTING: \$25.00 INTERFLEET STANDBY FEE: \$12.00						
3		WT 9000 PROFESSIONAL SERVICES:	EA	0.01000	0.00	0.00
- PROJECT MANAGER - (THIS PRICE IS BASED ON A SCOPE OF 300 VEHICLES. PRICE WILL VARY IF SCOPE IS MODIFIED): \$12,000.00						
- SOLUTIONS ENGINEER - (THIS PRICE IS BASED ON A SCOPE OF 300 VEHICLES. PRICE WILL VARY IF SCOPE IS MODIFIED): \$4,050.00						
- ON-SITE SOFTWARE TRAINING (1/2 DAY FOR 20 PARTICIPANTS, INCLUDING TRAINING MANUALS): \$1,000.00						
- WEB BASED SOFTWARE TRAINING (1/2 DAY FOR 20 PARTICIPANTS, INCLUDING TRAINING MANUALS): \$500.00						
4		WT 9000 OPTIONAL ACCESSORIES AND INSTALLATION PER THE ATTACHED WEBTECH PRICE LIST	EA	0.01000	0.00	0.00
5		WT 9000 OPTIONAL REPORTS & SERVICES	EA	0.01000	0.00	0.00
DATA TRANSFER WEB SERVICE: DATA TRANSFER WEB SERVICE (SEND DATA TO THIRD PARTY APPLICATIONS \$100 APPLICABLE MONTHLY FEE): \$1500 OPTIONAL REPORT COSTS (ONE TIME COST): WINTER OPERATIONS REPORT (DAY BASED OR TRIP BASED REPORT FOR MATERIAL USAGE: \$1200 SWEEPER REPORT (DAY BASED OR TRIP BASED REPORT FOR SWEEPER OPERATIONS): \$1200 CUSTOMER SERVICE REPORT (IDENTIFIES VEHICLE ACTIVITY NEAR ADDRESS): \$1200 PANIC BUTTON EXCEPTION VIEWER (EVENT VIEWER FOR PANIC BUTTON EVENTS): \$1200 *ADVANCED WINTER OPERATIONS REPORT (ROUTE OR SEGMENT BASED USING CUSTOMER MAP DATA): \$4800 *ROUTE COMPLETION REPORT (IDENTIFIES PERCENTAGE OF ROUTE COMPLETION AND SEGMENTS MISSED): \$4800 *LIVE ROUTE COMPLETION WINDOW (COLOR CODES ROAD SEGMENTS BASED ON COMPLETION): \$6000 *MAINTENANCE REPORT (TO CAPTURE MILEAGE THRESHOLDS): \$6420 **PUBLIC WEB SITE (ALLOWS CITIZENS TO SEE VEHICLE LOCATIONS ON A TIME DELAY): \$7000 OPTIONAL REPORT MONTHLY COSTS (PER VEHICLE PER MONTH): *APPLICABLE MONTHLY PER VEHICLE FEE FOR CERTAIN OPTIONAL REPORTS IDENTIFIED ABOVE: \$4.00						

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Buyer Name Smith,Steven D	Buyer Phone 828-4681
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**APPLICABLE MONTHLY PER VEHICLE FEE FOR PUBLIC WEB SITE: \$15.00

DATA TRANSFER WEB SERVICE (SEND DATA TO THIRD PARTY APPLICATIONS, \$100 APPLICABLE MONTHLY FEE): \$1500

WINTER OPERATIONS REPORT (WAIVED FOR VT AGENCY OF TRANSPORTATION): \$750

ROAD MAINTENANCE REPORT: \$1500

ROUTE COMPLETION MAPPING REPORT (PRICE CAN VARY DEPENDING ON GIS DATA): \$5000

6		WT 9000 OPTIONAL MAINTENANCE PLAN:	EA	0.01000	0.00	0.00
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BRONZE MAINTENANCE PLAN LEVEL: \$53.00 ANNUALLY

PROVIDES AN EXTENDED 1, 2 OR 3 YEAR WARRANTY.

THE MAINTENANCE AGREEMENT MAY BE PURCHASED AT ANY TIME, BUT WHEN PURCHASED AT THE TIME OF ORDER, CUSTOMER WILL RECEIVE AN IMMEDIATE UPGRADE TO THE ENHANCED FEATURES OF THE BRONZE MAINTENANCE PLAN,

BRONZE MAINTENANCE PLAN FEATURES:

- CONTRACTOR PAYS ALL LABOR AND REPAIRS ON DEFECTIVE EQUIPMENT.
- CONTRACTOR PROVIDES SUPPOR FOR ALL SOFTWARE, FIRMWARE AND HARDWARE FIXES (WHERE APPLICABLE).
- CONTRACTOR COVERS RETURN SHIPPING COSTS FROM DEPOT (1 WAY)
- CONTRACTOR PROVIDES ANNUAL BILLING

ENHANCED FEATURES: CUSTOMER WILL RECEIVE SPARE HARDWARE TO REPLACE ANY DEFECTIVE EQUIPMENT IMMEDIATELY.

GOLD MAINTENANCE PLAN LEVEL: \$69.00 ANNUALLY

PROVIDES AN EXTENDED 1, 2 OR 3 YEAR WARRANTY.

THE MAINTENANCE AGREEMENT MAY BE PURCHASED AT ANY TIME, BUT WHEN PURCHASED AT THE TIME OF ORDER, CUSTOMER WILL RECEIVE AN IMMEDIATE UPGRADE TO THE ENHANCED FEATURES OF THE GOLD MAINTENANCE PLAN,

FEATURES:

- CONTRACTOR PAYS ALL LABOR AND REPAIRS ON DEFECTIVE EQUIPMENT.
- CONTRACTOR PAYS FOR REMOVAL AND REPLACEMENT OF DEFECTIVE EQUIPMENT
- CONTRACTOR PROVIDES SUPPOR FOR ALL SOFTWARE, FIRMWARE AND HARDWARE FIXES (WHERE APPLICABLE).
- CONTRACTOR COVERS SHIPPING COSTS FROM DEPOT (2 WAY)
- CONTRACTOR PROVIDES ANNUAL BILLING

ENHANCED FEATURES: CUSTOMER WILL RECEIVE SPARE HARDWARE TO REPLACE ANY DEFECTIVE EQUIPMENT IMMEDIATELY.

REMOVAL OF HARDWARE: \$80.00

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
7		AUTOMATIC VEHICLE LOCATION SYSTEM (AVL) WT 5130 GPS/AVL HARDWARE, INSTALLATION AND ACTIVATION	EA	420.00000	0.00	0.00

WT 5130 LOCATORS ARE SUPPLIED WITH HSPA MODEMS AND INCLUDE ALL ACCESSORIES, INSTALLATION AND ACTIVATION FEE.

8		WT 5130 WEBTECH MAINTENANCE FEES:	EA	0.01000	0.00	0.00
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INTERFLEET 10 SECOND REPORTING: \$32.00
INTERFLEET 30 SECOND REPORTING: \$28.00
INTERFLEET 1 MINUTE REPORTING: \$25.00
INTERFLEET STANDBY FEE: \$12.00

9		WT 5130 PROFESSIONAL SERVICES:	EA	0.01000	0.00	0.00
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- PROJECT MANAGER - (THIS PRICE IS BASED ON A SCOPE OF 300 VEHICLES. PRICE WILL VARY IF SCOPE IS MODIFIED):
\$12,000.00

- SOLUTIONS ENGINEER - (THIS PRICE IS BASED ON A SCOPE OF 300 VEHICLES. PRICE WILL VARY IF SCOPE IS MODIFIED):
\$4,050.00

- ON-SITE SOFTWARE TRAINING (1/2 DAY FOR 20 PARTICIPANTS, INCLUDING TRAINING MANUALS): \$1,000.00

- WEB BASED SOFTWARE TRAINING (1/2 DAY FOR 20 PARTICIPANTS, INCLUDING TRAINING MANUALS): \$500.00

10		WT 5130 OPTIONAL ACCESSORIES (INCLUDES INSTALLATION) PER THE ATTACHED WEBTECH PRICE LIST	EA	0.01000	0.00	0.00
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11		WT 5130 OPTIONAL REPORTS & SERVICES	EA	0.01000	0.00	0.00
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DATA TRANSFER WEB SERVICE:

DATA TRANSFER WEB SERVICE (SEND DATA TO THIRD PARTY APPLICATIONS \$100 APPLICABLE MONTHLY FEE): \$1500

OPTIONAL REPORT COSTS (ONE TIME COST):

WINTER OPERATIONS REPORT (DAY BASED OR TRIP BASED REPORT FOR MATERIAL USAGE): \$1200

SWEEPER REPORT (DAY BASED OR TRIP BASED REPORT FOR SWEEPER OPERATIONS): \$1200

CUSTOMER SERVICE REPORT (IDENTIFIES VEHICLE ACTIVITY NEAR ADDRESS): \$1200

PANIC BUTTON EXCEPTION VIEWER (EVENT VIEWER FOR PANIC BUTTON EVENTS): \$1200

*ADVANCED WINTER OPERATIONS REPORT (ROUTE OR SEGMENT BASED USING CUSTOMER MAP DATA): \$4800

*ROUTE COMPLETION REPORT (IDENTIFIES PERCENTAGE OF ROUTE COMPLETION AND SEGMENTS MISSED): \$4800

*LIVE ROUTE COMPLETION WINDOW (COLOR CODES ROAD SEGMENTS BASED ON COMPLETION): \$6000

*MAINTENANCE REPORT (TO CAPTURE MILEAGE THRESHOLDS): \$6420

**PUBLIC WEB SITE (ALLOWS CITIZENS TO SEE VEHICLE LOCATIONS ON A TIME DELAY): \$7000

OPTIONAL REPORT MONTHLY COSTS (PER VEHICLE PER MONTH):

*APPLICABLE MONTHLY PER VEHICLE FEE FOR CERTAIN OPTIONAL REPORTS IDENTIFIED ABOVE: \$4.00

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WINTER OPERATIONS REPORT (WAIVED FOR VT AGENCY OF TRANSPORTATION): \$750

ROAD MAINTENANCE REPORT: \$1500

ROUTE COMPLETION MAPPING REPORT (PRICE CAN VARY DEPENDING ON GIS DATA): \$5000

12		WT 5130 OPTIONAL MAINTENANCE PLAN:	EA	0.01000	0.00	0.00
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BRONZE MAINTENANCE PLAN LEVEL: \$15.00 ANNUALLY

PROVIDES AN EXTENDED 1, 2 OR 3 YEAR WARRANTY.

THE MAINTENANCE AGREEMENT MAY BE PURCHASED AT ANY TIME, BUT WHEN PURCHASED AT THE TIME OF ORDER, CUSTOMER WILL RECEIVE AN IMMEDIATE UPGRADE TO THE ENHANCED FEATURES OF THE BRONZE MAINTENANCE PLAN,

BRONZE MAINTENANCE PLAN FEATURES:

- CONTRACTOR PAYS ALL LABOR AND REPAIRS ON DEFECTIVE EQUIPMENT.
- CONTRACTOR PROVIDES SUPPOR FOR ALL SOFTWARE, FIRMWARE AND HARDWARE FIXES (WHERE APPLICABLE).
- CONTRACTOR COVERS RETURN SHIPPING COSTS FROM DEPOT (1 WAY)
- CONTRACTOR PROVIDES ANNUAL BILLING

ENHANCED FEATURES: CUSTOMER WILL RECEIVE SPARE HARDWARE TO REPLACE ANY DEFECTIVE EQUIPMENT IMMEDIATELY.

GOLD MAINTENANCE PLAN LEVEL: \$24.00 ANNUALLY

PROVIDES AN EXTENDED 1, 2 OR 3 YEAR WARRANTY.

THE MAINTENANCE AGREEMENT MAY BE PURCHASED AT ANY TIME, BUT WHEN PURCHASED AT THE TIME OF ORDER, CUSTOMER WILL RECEIVE AN IMMEDIATE UPGRADE TO THE ENHANCED FEATURES OF THE GOLD MAINTENANCE PLAN,

FEATURES:

- CONTRACTOR PAYS ALL LABOR AND REPAIRS ON DEFECTIVE EQUIPMENT.
- CONTRACTOR PAYS FOR REMOVAL AND REPLACEMENT OF DEFECTIVE EQUIPMENT
- CONTRACTOR PROVIDES SUPPOR FOR ALL SOFTWARE, FIRMWARE AND HARDWARE FIXES (WHERE APPLICABLE).
- CONTRACTOR COVERS SHIPPING COSTS FROM DEPOT (2 WAY)
- CONTRACTOR PROVIDES ANNUAL BILLING

ENHANCED FEATURES: CUSTOMER WILL RECEIVE SPARE HARDWARE TO REPLACE ANY DEFECTIVE EQUIPMENT IMMEDIATELY.

REMOVAL OF HARDWARE: \$80.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
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Buyer Name Smith, Steven D	Buyer Phone 828-4681	Contract Status Approved

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SCOPE OF CONTRACT:

TO PROVIDE AND INSTALL AUTOMATIC VEHICLE LOCATION SYSTEMS (AVL) FOR THE VERMONT AGENCY OF TRANSPORTATION.

CONTRACT PERIOD: DECEMBER 10, 2013 - DECEMBER 10, 2015, WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

AUTOMATIC VEHICLE LOCATION SYSTEM

1. General Requirements

1.1 The system must operate in field conditions experienced in the daily operation of all fleet vehicles & equipment. The types of vehicles that could be supplied with Automatic Vehicle Location (AVL) units are snow plows, material spreaders, patrol vehicles, sweepers, pickup trucks, line striping trucks, loaders, etc.

1.2 The overall system shall track, store, and report the movements and actions of the fleet in real-time.

1.3 The system must be web based and compatible with Microsoft Internet Explorer, version 8.0 (or later).

1.4 The solution software application must be up and running a minimum of 99% of operating hours.

1.5 Data transmission rates shall be configurable. Some vehicles will require real-time reporting (every 3 seconds, 5 seconds, 10 seconds, and 30 seconds) while others will require less frequent updates (1 minute, 3 minutes, and 5 minutes). System shall also have the ability to report on event changes and distance and turn by turn or a combination thereof. System must be able to provide reporting as high as 3 seconds.

1.6 The system must allow for future enhancements that can allow for easy configuration, expansion, and scalability, i.e. addition of vehicles, addition of reports, addition of hardware integrations, etc.

2. Configuration/Administration/Security Requirements

2.1 System display shall be depicted only after authorization and authentication of the user is completed.

2.2 The user interface shall only present the vehicles and permissions which that user has authorization to see. Privileges shall be based on assigned username and password.

2.3 Multiple users shall be able to access the system simultaneously from multiple locations.

2.4 Each vehicle on the map shall have a unique identifier as determined by the customer.

2.5 All data collected and transferred shall be encrypted and secured from unauthorized access.

2.6 The list of authorized users shall be determined by the customer.

2.7 Contractor shall protect the State's data and access to that data.

3. Hardware/Firmware Requirements

3.1 The Contractor must offer a wide variety of AVL units to meet simple tracking requirements as well as complex system integrations in order to accommodate the various requirements for the wide range of vehicles in the fleet.

3.2 The AVL unit shall be mounted securely inside the vehicle's cab and must operate on vehicle electric power (12V or 24V).

3.3 AVL unit power management feature or charge guards to be provided upon request to ensure uninterrupted service is provided when ignition is off for a period of time.

3.4 The antenna must be suitable for all equipment mounting (i.e. permanent or magnetic mount).

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3.5 Basic Automatic Vehicle Location (AVL) Unit: Simple Tracking unit must at a minimum, interface to three (3) telemetry inputs.

3.6 Advanced AVL Unit (with on-board systems integration functionality): AVL unit must at a minimum, interface to fourteen (14) digital sensor inputs, four (4) analog to digital input, four (4) dedicated outputs, two (2) RS232 communication Ports, one (1) USB Port, and an Ethernet port for in-vehicle internet connectivity.

3.7 The system shall interface to on-board discrete sensor inputs and 3rd party data logging systems simultaneously.

3.8 Advanced AVL unit must be equipped with an on-board Operating System with a Web Server Platform and the hard drive shall support a minimum 2GB storage.

3.9 Reporting configuration parameters must also include reporting based on change in distance, reporting based on change in time, and reporting based on change in degrees.

3.10 Firmware must be remotely upgradeable via wireless interface from a central location.

3.11 AVL units will be capable of remote configuration. Remote AVL configuration options must include:
Distance and time reporting intervals
Destinations for data communications
Sensor status changes and expansion of devices

3.12 AVL units must transmit data via a wireless network carrier and must operate on GSM/GPRS networks. The customer shall have the option to leverage its existing contract with its wireless carrier.

3.13 AVL units must be equipped with high speed HSPA modems.

3.14 GPS and telematic data shall be stored on-board the AVL unit when cellular signal is lost and sent when the cellular connection is regained.

3.15 AVL unit shall be water, shock, and vibration resistant.

3.16 AVL unit Operating Temperature shall be in a range from -40 C to + 80 C and Operating Humidity up to 95%.

3.17 AVL unit Positional Accuracy shall be 2.5 meters minimum, Velocity Accuracy shall be no less than 1 meter per second, and Heading Accuracy to be 5 degrees minimum.

3.18 The GPS receiver must be able to track coarse acquisition code and link one frequency on at least 16 parallel continuous tracking channels with an update rate to be once per second

3.19 Contractor shall provide twenty (20) portable (plug-in) 12-volt Advanced AVL/GPS units that can be utilized in the event of a unit breakdown or in spare trucks.

4. Telematics Requirements

4.1 AVL units must send the collected data automatically to a data warehouse system hosted by the Contractor. Pricing includes all associated cell phone and/or data charges.

4.2 The system must allow for additional integration capabilities to on-board discrete sensory interfaces and 3rd party data logging system through RS232, USB, and/or RJ45 port connections. This includes Road and Air Temperature Sensors from Vaisala and Roadwatch, in-cab Mobile Data Terminals, and Driver ID functionality.

4.3 The system shall be interface to Cirus, Dickey John (Control Point and Flex 4), and Schmidt-Statos spreader control systems. Provide quotes for any necessary cables and/or associated hardware. The data that should be collected, stored, and reported includes materials selected, material application rates, gate setting, blast on/off, pause on/off, and error status. The system shall also be able to interface to other electronic spreader control systems, including:

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CompuSpread
Epoke
Force America (5100 and 6100)
Parker
Certified Power (GL400 and ACS)
Accucast ACE

4.4 The system shall interface to the vehicle's on-board computer to collect engine data available via OBDII and the SAE standard J1708, CANBUS, and J1939 networks. Such information shall include but not be limited to:

Engine Speed;
RPM;
Coolant Temperature;
Fuel Level;
Trip Fuel;

Oil Pressure; and
Battery Voltage.

If Engine Hours and Odometer values are unavailable from the vehicle's on-board computer the system must calculate virtual Odometer and Engine Hours based on the reporting of the vehicle and GPS distance.

5. Vehicle Data Requirements for Spreader Control Systems

5.1 The information collected from electronic spreader control systems shall include:

Material being used
Dry material application rate
Wet material application rate
Spinner mode (single, dual, side rear)
Pause status
Error event status

The system will provide real time spread rates and other information based on information received from the vehicle's spreader control system. The unit shall interface to the spreader control systems via a serial cable integration.

5.2 Contractor must provide Winter Reports using data from all electronic spreader control systems. Users shall be able to select all, multiple, or individual vehicles and date(s) and timeframe for each report. Report shall output at a minimum vehicle ID, date/time, vehicle spreading time/distance, deadheading time/distance, vehicle total travel time/distance, dry material usage, liquid material usage, and avg. application rate.

5.3 The AVL unit must communicate with equipment sensors installed on the vehicle to report their present status and changes to their status in real-time. The sensors, such as proximity switches, infrared, magnetic read switches, micro limit switches, hydraulic switches, or equivalent must be able to communicate their present status to the equipment with necessary cabling connected to onboard equipment when required.

6. User Interface Requirements

6.1 Users shall be able to view the position of their fleet vehicles at any point of time via a standard web browser (eg. Microsoft Internet explorer, version 8.0 (or later)) on their personal computer. The primary display shall be a map view of state wide fleet vehicles as well in individual regions via login passwords

6.2 The system shall allow viewing of a vehicle in motion leaving tracks or "breadcrumbs" as it travels showing all operations (GPS & Telematic data) as they occur. Users shall be able to view the above mentioned data for their entire fleet or select a specific vehicle(s) for a login session using a Filter Tool.

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6.3 The map display shall be such that vehicle position and status automatically updates on screen without any input from the end-user. Additionally, end-users shall be able to view the status of monitored on-board vehicle equipment with each fix or report.

6.4 The system must have an easy "intuitive" navigation sequence (i.e. navigator bar and/or tabs for easy access to various functional screens). Tools shall include but not be limited to:

Map navigational tools (zoom in/out, center, pan, etc.);
Automatic Vehicle Location Tool;
Breadcrumbs;
Filter Tool;
Historical Data; and
Reports.

6.5 User shall have options to select from different map views of the map in order to accommodate varying business requirements, desktop equipment performance, and Internet connectivity.

7. Mapping Requirements

7.1 The mapping display shall be Open GIS based and be able to integrate with any static internal databases or external dynamic databases.

7.2 The system must use a customer's existing map data as the background image generator for the AVL display.

7.3 The information captured by the equipment must be fully integrated with SQL 2008.

7.4 The system must have the capability to create, edit, and delete Landmarks/geofences and be displayed on the map. In addition the Landmarks shall be identified in the reports.

8. Reporting Requirements

8.1 Collected data shall be accessible on-line for a period of up to fifteen (15) months. Data beyond the 15 month period shall be reinstated online and available to the users upon request. Data shall be archived indefinitely. All data collected under this Contract shall be the sole property of the State. Within thirty (30) days of the termination or other expiration of this Contract, Contractor shall provide to the State, in a form acceptable to the State, a complete set of all data collected during the Contract term

8.2 The system shall provide easy to use reporting tools to provide all reported data. Reports shall have the option of exporting to Excel.

8.3 The system shall generate summary reports based on data supplied and user's input.

8.4 Reports shall be based on a single or group of vehicles, all vehicles and/or activities by user supplied

8.5 The system shall allow for the playback of historical data on the map. The playback feature shall provide fast forward, rewind, and pause capabilities. In addition to date and timeframe, users shall also be able to select all, multiple, or individual vehicles.

8.6 Playback history shall include the ability to leave tracks or "breadcrumbs" depicting progress along a roadway. This function shall enable the user to view data that has been collected from the vehicle (GPS and telematic data).

8.7 Users shall be able to generate standard reports summarizing vehicle activity by selecting the vehicle(s), date, and timeframe. Information shall include but not be limited to:

Distance Traveled
Hours Traveled
Number of Stops
PTO time usage

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Start/Stop times
Idle times
Vehicle Status (i.e. stopped, moving, etc.)

8.8 In addition to standard reports, the system shall generate exception reports for parameters such as

Speed
Idle time
Zones
Input based exceptions (i.e. Panic buttons, PTO times, etc.)
Data logging exceptions (i.e. mileage, odometer value, etc.)

All exceptions shall be displayed in real-time on the application and be sent automatically to specified users via email (to blackberries, SMS text, cell phones & pagers).

8.9 Contractor must provide Winter Reports using data from all electronic spreader control systems. Users shall be able to select all, multiple, or individual vehicles and date(s) and timeframe for each report. Report shall output at a minimum vehicle ID, date/time, vehicle spreading time/distance, deadheading time/distance, vehicle total travel time/distance, dry material usage, liquid material usage, and avg. application rate. Material user report must be customizable.

8.10 Contractor must provide Activity Reports whereby a user enters an address, time, and date, and the system outputs all vehicle activity near that address for the timeframe selected. Vehicle activity information must include date/time, vehicle ID, and the status of up to three telemetry inputs, i.e. spreading on/off.

9. Enhanced Functionality:

9.1 Road Completion report. This report shall indicate what percentage of roads has been serviced. A graphical display shall also be made available allowing users to review which roads have been serviced and which roads will require attention. The number of passes and vehicles associated with each pass shall be indicated. The date and time parameter must be user definable.

9.2 Live Road Completion Window. This window shall provide a map view of all agency roads color coded based on current road completion status. Road completion status shall be based on the GPS/AVL telematic data.

9.3 Public Web Site. This site shall allow citizens to view the locations of the agency vehicles with an added delay for the security of operators. Additional features must include traffic information, weather information, links to agency sites, etc.

9.4 Mobile Application Interface. Vendor must provide all GPS/AVL telematic data for use in a real-time public mobile application.

9.5 The system shall support department requests for additional customized reports in addition to spatial reporting. Spatial reporting examples include Speed by Posted Speed Limits and Vehicle Activity based on Roads or Geographical Areas.

9.6 Customer shall be able to choose custom Icons; e.g. (Dump Trucks, P/U's, Law enforcement vehicles, spray rigs, ect.) and also be able to choose colors, and numbers on Icons as well.

10. Warranty, Maintenance, and Support Services Requirements

10.1 Contractor shall be responsible for supplying and installing the AVL system (software and hardware).

10.2 AVL units must be covered by warranty for a minimum of one (1) year from the date of hardware delivery.

10.3 Contractor shall provide remote diagnostic support when necessary. Additional on-site maintenance and technical support shall be available if required.

State of Vermont

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United States

CONTRACT



Vendor ID 0000311402
Interfleet Inc.
1685 H Street
Blaine WA 98230
United States

Contract ID 0000000000000000000025874	Page 10 of 13
Contract Dates 12/10/2013 to 12/10/2016	Origin CPS
Description: CPS-AUTO VEHICLE LOCATION SYS	Contract Maximum \$9,999,990.00
Buyer Name Smith,Steven D	Buyer Phone 828-4681
Contract Status Approved	

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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11. Training Services Requirements

11.1 All training on system functionality will be provided by the Contractor.

11.2 Training shall be available on-site and consist of two (2) - day sessions. Training sessions shall accommodate up to fifteen (15) people per session. Training materials shall be given as hard copy and available electronically.

12. Hosted and Cloud Services

12.1 Contractor shall supply all Hosted/Cloud Services through Q9 Networks located in Brampton, Ontario or through other subcontractor acceptable to the State.

12.2 The State shall have no contractual relationship with the Hosted/Cloud Service provider.

12.3 Contractor shall provide at least a thirty (30) day notice to the State of any changes to the Hosted/Cloud Service Providers.

13. Service Levels: Incident Reporting

13.1 Contractor shall provide incident reporting in accordance with the attached Webtech Wireless Service Level Agreement (SLA).

14. Disaster Recovery

14.1 In the event of a disaster, the Contractor will restore service to the State within 24 hours of the Contractors' DR plan being enacted.

15. System back-ups

15.1 Contractor will ensure data is backed up nightly on redundant disk arrays, onsite and offsite.

15.2 Offsite backup will be stored in a secure location.

16. Project Management

16.1 The Contractor PM will follow project management processes and methodologies that are consistent with the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) Guide (current edition) and the Vermont Department of Information and Innovation's Enterprise Project Management Office (EPMO).

16.2 Contractor shall obtain written sign-off on the completion of the Project Management Deliverables Documentation and the completion of each project phase.

16.3 Contractor shall maintain all project related documentation on the State's SharePoint site (or other EPMO approved documentation storage and collaboration tool).

16.3 Contractor shall schedule, plan and facilitate (in collaboration with the State PM): Project kick-off meeting; project team meetings; monthly sponsor meetings; requirements gathering session(s); issue resolution meetings as needed; and other meetings as needed.

OWNERSHIP OF INTELLECTUAL PROPERTY:

All Contractor Work Product created solely for the State under this Contract, including all data collected hereunder, shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other

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appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of laws or otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein. Without any additional cost to State, Contractor Personnel shall promptly give the State all reasonable assistance and execute all documents the State may reasonably request to assist and enable the State to perfect, preserve, enforce, register and record its rights in and to all Work Product. Contractor hereby appoints the State, through its designated signatory, as Contractor's agent and Attorney-in-Fact to execute, deliver and file, as and if necessary, any and all documents necessary to give effect to the provisions of this Section and to take all actions necessary therefore, in Contractor's stead and name, with the same force and effect as if executed, delivered and/or filed by Contractor.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED NOVEMBER 7, 2012, ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 AND WEBTECH WIRELESS SERVICE LEVEL AGREEMENT (SLA) ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT. THE CONTRACT MAY BE CANCELLED BY EITHER PARTY BY GIVING WRITTEN NOTICE AT LEAST THIRTY (30) DAYS IN ADVANCE.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE

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RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
- REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
- REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

12/29/2015 - TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO DECEMBER 10, 2016 AT THE SAME PRICING, TERMS AND CONDITIONS.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED SEPTEMBER 1, 2015 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE OF THIS CONTRACT CHANGE IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO , OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____