

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and among the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (hereinafter called "State"), and BSM Analytics Inc dba Mobi Corp., a Corporation with a principal place of business in Austin, TX (hereinafter called "Contractor"), that the Contract between the State and Interfleet Inc (which entity has been acquired by Contractor) dated as of December 10, 2013, Contract # 25874, as amended to date (the "Contract") is hereby amended as follows:

- I. Amendment. The Contract is hereby amended to replace all references in the Contract to Interfleet Inc with references to BSM Analytics Inc dba Mobi Corp.
- II. Effective Date. The effective date of this amendment shall be November 1, 2019.
- III. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$767,750.00 to \$877,750.00, representing an increase of \$110,000.00.
- IV. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from December 10, 2019 to December 10, 2020.
- V. Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this Novation and amendment is signed, the 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.
- VI. Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.
- VII. Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this Novation and amendment is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date that this Novation and amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

Except as modified by this Amendment No. 5, all provisions of the Contract remain in full force and effect.

For State administrative purposes, upon signing of this Novation and amendment, the contract number will be changed to #39230 with an unpaid balance of \$116,302.73.

The signatures of the undersigned indicate that each has read and agrees to be bound by this amendment to the Contract.

STATE OF VERMONT

BSM ANALYTICS INC DBA MOBI CORP

By: _____

By:  _____

Name: Christopher Cole

Name: Louis De Jong

Title: Commissioner

Title: President and Chief Executive Officer

Date: Buildings & General Services

Date: 12 / 06 / 2019

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and Interfleet Inc, with a principal place of business in Blaine, WA (the "Contractor") that the contract between them originally dated as of December 10, 2013 Contract #25874, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$657,750.00 to \$767,750.00, representing an increase of \$110,000.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 10, 2018 to December 10, 2019. The Contract Term may be renewed for one additional one-year period at the discretion of the State.
- III. **Attachment C, Standard State Provisions for Contracts and Grants.** Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 15, 2017 attached to this Amendment

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the 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.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 9 pages. Except as modified by this Amendment No. 4, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

By: _____

Name: _____

Title: _____

Date: _____

Interfleet Inc

By: _____

Name: _____

Title: _____

Date: _____

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations

- Products and Completed Operations

- Personal Injury Liability

- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence

- \$2,000,000 General Aggregate

- \$1,000,000 Products/Completed Operations Aggregate

- \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

- B.** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party 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.
- C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A.** is not under any obligation to pay child support; or
- B.** is under such an obligation and is in good standing with respect to that obligation; or
- C.** has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in

Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and Interfleet Inc, with a principal place of business in Blaine, WA (the "Contractor") that the contract between them originally dated as of December 10, 2013 Contract #25874, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$547,750.00 to \$657,750.00, representing an increase of \$110,000.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 10, 2017 to December 10, 2018. The Contract Term may be renewed for two additional one-year period at the discretion of the State.
- III. **Attachment C, Standard State Provisions for Contracts and Grants.** Attachment C is hereby deleted in its entirety and replaced by the Attachment C July 1, 2016 attached to this Amendment
- IV. **Attachment D - Other Provisions for IT Systems Implementation.** Attachment D Commodity Purchases Terms and Conditions is hereby deleted in its entirety and replaced by the Attachment D - Other Provisions for IT Systems Implementation April 27, 2017 attached to this Amendment.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the 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.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

By: _____

Name: _____

Title: _____

Date: _____

Interfleet Inc

By: _____

Name: _____

Title: _____

Date: _____

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired

in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party 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.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and

liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)

ATTACHMENT D
INFORMATION TECHNOLOGY SYSTEM IMPLEMENTATION
TERMS AND CONDITIONS (rev. 4/27/17)

1. MODIFICATIONS TO CONTRACTOR DOCUMENTS

The parties specifically agree that the Contractor Documents are hereby modified and superseded by Attachment C and this Attachment D.

“Contractor Documents” shall mean one or more document, agreement or other instrument required by Contractor in connection with the performance of the products and services being purchased by the State, regardless of format, including the license agreement, end user license agreement or similar document, any hyperlinks to documents contained in the Contractor Documents, agreement or other instrument and any other paper or “shrinkwrap,” “clickwrap,” “browsewrap” or other electronic version thereof.

2. NO SUBSEQUENT, UNILATERAL MODIFICATION OF TERMS BY CONTRACTOR

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor during the Term of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under the Contractor Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery, the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

3. TERM OF CONTRACTOR'S DOCUMENTS; PAYMENT TERMS

Contractor acknowledges and agrees that, to the extent a Contractor Document provides for alternate term or termination provisions, including automatic renewals, such sections shall be waived and shall have no force and effect. All Contractor Documents shall run concurrently with the term of this Contract; provided, however, to the extent the State has purchased a perpetual license to use the Contractor's software, hardware or other services, such license shall remain in place unless expressly terminated in accordance with the terms of this Contract. Contractor acknowledges and agrees that, to the extent a Contractor Document provides for payment terms which differ from the payment terms set forth in Attachment B, such sections shall be waived and shall have no force and effect and the terms in Attachment B shall govern.

4. OWNERSHIP AND LICENSE IN DELIVERABLES

4.1 Contractor Intellectual Property.

As between the parties, and subject to the terms and conditions of this Contract, Contractor and its third-party suppliers will retain ownership of all intellectual property rights in the [System], and any and all derivative works made to the [System] or any part thereof, as well as all Work Product provided to the State (“**Contractor Proprietary Technology**”). The State acquires no rights to Contractor Proprietary Technology except for the licensed interests granted under this Contract. The term “**Work Product**” means all other materials, reports,

manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, or works of authorship developed, provided or created by Contractor or its employees or contractors during the course of performing work for the State (excluding any State Data or derivative works thereof and excluding any output from the [System] generated by the State's use of the [System], including without limitation, reports, graphs, charts and modified State Data, but expressly including any form templates of such reports, graphs or charts by themselves that do not include the State Data).

Title, ownership rights, and all Intellectual Property Rights in and to the [System] will remain the sole property of Contractor or its suppliers. The State acknowledges that the source code is not covered by any license hereunder and will not be provided by Contractor. Except as set forth in this Contract, no right or implied license or right of any kind is granted to the State regarding the [System] or any part thereof. Nothing in this Contract confers upon either party any right to use the other party's trade names and trademarks, except for permitted license use in accordance with this Contract. All use of such marks by either party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner.

4.2 State Intellectual Property; User Name

The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, "**State Intellectual Property**").

Contractor may not collect, access or use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

5. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

5.1 For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party's possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

5.2 Confidentiality of Contractor Information. The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315.

et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

5.3 Confidentiality of State Information. In performance of this Contract, and any exhibit or schedule hereunder, the Contractor acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("State Data").

State Data shall not be stored, accessed from, or transferred to any location outside the United States.

Unless otherwise instructed by the State, Contractor agrees to keep confidential all State Data. The Contractor agrees that (a) it will use the State Data only as may be necessary in the course

of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the State's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall not retain any State Data except to the extent required to perform the services under this Contract.

Contractor shall not access State user accounts or State Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at State's written request.

Contractor may not share State Data with its parent company or other affiliate without State's express written consent.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

6. SECURITY OF STATE INFORMATION

6.1 Security Standards. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include, but not be limited to, encryption at rest and multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures;

and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

6.2 Security Breach Notice and Reporting. The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a "Security Breach"), the Contractor shall notify the State within 24 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation ("DFR"), within fourteen (14) business days of the Contractor's discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor's subcontractors, affiliates or agents which may be "data collectors" hereunder.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

6.3 Security Policies. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

6.4 Operations Security. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor shall cause an SSAE 18 SOC 2 Type 2 audit report to be conducted annually. The audit results and the Contractor's plan for addressing or resolution of the audit results shall be shared with the State within sixty (60) days of the Contractor's receipt of the audit results. Further, on an annual basis, within 90 days of the end of the Contractor's fiscal year, the Contractor shall transmit its annual audited financial statements to the State.

6.5 Redundant Back-Up. The Contractor shall maintain a fully redundant backup data center geographically separated from its main data center that maintains near realtime replication of data from the main data center. The Contractor's back-up policies shall be made available to the State upon request. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

6.6 Vulnerability Testing. The Contractor shall run quarterly vulnerability assessments and promptly report results to the State. Contractor shall remediate all critical issues within 90 days, all medium issues within 120 days and low issues within 180 days. Contractor shall obtain written State approval for any exceptions. Once remediation is complete, Contractor shall re-perform the test.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the Deliverables as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and

protocols, that Contractor incorporates into its product; and (c) none of the Deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.

- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

7.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) All Deliverables will be free from material errors and shall perform in accordance with the specifications therefor for a period of at least one year.
- (ii) Contractor will provide to the State commercially reasonable continuous and uninterrupted access to the Service, and will not interfere with the State's access to and use of the Service during the term of this Contract;
- (iii) The Service is compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its documentation;
- (iv) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (v) All Deliverables supplied by the Contractor to the State shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing, sublicensing and free and clear of any and all liens, claims, mortgages, security interests, liabilities and encumbrances or any kind.
- (vi) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.
- (vii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

7.3 Limitation on Disclaimer. The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.

7.4 Effect of Breach of Warranty. If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall, at its own expense and without limiting any other rights or remedies of the State hereunder, re-perform or replace any services that the State has determined to be unsatisfactory in its reasonable discretion. Alternatively, with State consent, the Contractor may refund of all amounts paid by State for the nonconforming deliverable or service

8. TRADE SECRET, PATENT AND COPYRIGHT INFRINGEMENT

The State shall not be deemed to waive any of its rights or remedies at law or in equity in the event of Contractor's trade secret, patent and/or copyright infringement.

11 REMEDIES FOR DEFAULT; NO WAIVER OF REMEDIES

In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

12 NO ASSUMPTION OF COSTS

Any requirement that the State defend or indemnify Contractor or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or license verification costs of Contractor, is hereby deleted from the Contractor Documents.

13 TERMINATION

Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to the State all State information, State Intellectual Property or State Data (including without limitation any Deliverables for which State has made payment in whole or in part) ("State Materials"), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

In the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Materials to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Materials.

Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State

Materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting the State Materials, in a format usable without the use of the Services and as agreed to by State, at no additional cost.

Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

17 CONTRACTOR BANKRUPTCY.

Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

18 SOFTWARE LICENSEE COMPLIANCE REPORT.

In lieu of any requirement that may be in a Contractor Document that the State provide the Contractor with access to its System for the purpose of determining State compliance with the terms of the Contractor Document, upon request and not more frequently than annually, the State will provide Contractor with a certified report concerning the State's use of any software licensed for State use pursuant this Contract. The parties agree that any non-compliance indicated by the report shall not constitute infringement of the licensor's intellectual property rights, and that settlement payment mutually agreeable to the parties shall be the exclusive remedy for any such non-compliance.

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

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 12/10/2017	Origin CPS	
Description: CPS-AUTO VEHICLE LOCATION SYS	Contract Maximum \$9,999,990.00	
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1		AUTOMATIC VEHICLE LOCATION SYSTEM (AVL) WT 9000 GPS/AVL HARDWARE, INSTALLATION AND ACTIVATION	EA	705.00000	0.00	0.00
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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
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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

3		WT 9000 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

4		WT 9000 OPTIONAL ACCESSORIES AND INSTALLATION PER THE ATTACHED WEBTECH PRICE LIST	EA	0.01000	0.00	0.00
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5		WT 9000 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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Contract Dates 12/10/2013 to 12/10/2017	Origin CPS	
Description: CPS-AUTO VEHICLE LOCATION SYS	Contract Maximum \$9,999,990.00	
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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

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CONTRACT



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

Contract ID 0000000000000000000025874		Page 3 of 13
Contract Dates 12/10/2013 to 12/10/2017	Origin CPS	
Description: CPS-AUTO VEHICLE LOCATION SYS	Contract Maximum \$9,999,990.00	
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #:

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
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
- 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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Contract ID 0000000000000000000025874		Page 4 of 13
Contract Dates 12/10/2013 to 12/10/2017		Origin CPS
Description: CPS-AUTO VEHICLE LOCATION SYS		Contract Maximum \$9,999,990.00
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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

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 SUPPORT 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 SUPPORT 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

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Blaine WA 98230
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Contract ID 0000000000000000000025874		Page 6 of 13
Contract Dates 12/10/2013 to 12/10/2017		Origin CPS
Description: CPS-AUTO VEHICLE LOCATION SYS		Contract Maximum \$9,999,990.00
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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 Cirrus, 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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Contract ID 0000000000000000000025874		Page 7 of 13
Contract Dates 12/10/2013 to 12/10/2017		Origin CPS
Description: CPS-AUTO VEHICLE LOCATION SYS		Contract Maximum \$9,999,990.00
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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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Contract Dates 12/10/2013 to 12/10/2017		Origin CPS
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Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

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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

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



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

Contract ID 0000000000000000000025874		Page 9 of 13
Contract Dates 12/10/2013 to 12/10/2017		Origin CPS
Description: CPS-AUTO VEHICLE LOCATION SYS		Contract Maximum \$9,999,990.00
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
		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.

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Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

Contract ID 0000000000000000000000025874		Page 10 of 13
Contract Dates 12/10/2013 to 12/10/2017		Origin CPS
Description: CPS-AUTO VEHICLE LOCATION SYS		Contract Maximum \$9,999,990.00
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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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Contract ID 0000000000000000000025874		Page 12 of 13
Contract Dates 12/10/2013 to 12/10/2017	Origin CPS	
Description: CPS-AUTO VEHICLE LOCATION SYS	Contract Maximum \$9,999,990.00	
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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.

09/26/2016 - TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO DECEMBER 10, 2017 AT THE SAME PRICING, TERMS AND CONDITIONS

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED JULY 1, 2016 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT 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

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT:

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



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

Contract ID 0000000000000000000025874		Page 13 of 13
Contract Dates 12/10/2013 to 12/10/2017		Origin CPS
Description: CPS-AUTO VEHICLE LOCATION SYS		Contract Maximum \$9,999,990.00
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT .						

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs):
CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL
COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS
AMENDMENT.

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: _____

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

Contract ID 0000000000000000000000025874		Page 1 of 12
Contract Dates 12/10/2013 to 12/10/2015		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

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				

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



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

Contract ID 0000000000000000000025874		Page 2 of 12
Contract Dates 12/10/2013 to 12/10/2015	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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**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

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United States

CONTRACT



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

Contract ID 0000000000000000000025874		Page 3 of 12
Contract Dates 12/10/2013 to 12/10/2015	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
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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Contract ID 0000000000000000000025874		Page 4 of 12
Contract Dates 12/10/2013 to 12/10/2015		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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**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

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 SUPPORT 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 SUPPORT 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
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CONTRACT



Vendor ID 0000311402
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Contract ID 0000000000000000000025874		Page 6 of 12
Contract Dates 12/10/2013 to 12/10/2015		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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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 Cirrus, 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:

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
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United States

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Interfleet Inc.
1685 H Street
Blaine WA 98230
United States

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Contract Dates 12/10/2013 to 12/10/2015	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 #:

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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.

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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.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

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: _____